

DATED

3 May

2018

UNILATERAL UNDERTAKING GIVEN BY DEED

BY

THE LONDON LEGACY DEVELOPMENT CORPORATION  
in its capacity as Local Planning Authority

And

TRANSPORT FOR LONDON

pursuant to section 201 of the Localism Act 2011 and all other powers enabling

relating to amendments to the Legacy Communities Scheme, Queen Elizabeth Olympic Park (application reference 17/00236/VAR) to reflect the UCL East development (application reference 17/00235/OUT)

To be read alongside the unilateral undertaking given by London Legacy Development Corporation (as owner) pursuant to Section 106 of the Town & Country Planning Act 1990 relating to the same development and entered into on the date hereof



THIS UNILATERAL UNDERTAKING is given on

3 May

2018

BY:

- (1) the **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("the LPA"); and
- (2) **TRANSPORT FOR LONDON** of 55 Broadway, London SW1H 0BD ("TfL")

IN FAVOUR OF the Owner(s) of the Developer's Land from time to time.

## RECITALS

### *Background*

- (A) LLDC (acting through a department known as PPDT) is the Local Planning Authority for the area within which the Developer's Land is located pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012 in place of the Host Boroughs.
- (B) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Original Site.
- (C) The London Legacy Development Corporation ("LLDC") is a Mayoral Development Corporation ("MDC") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (D) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC holds land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, details of which are set out in Schedule 1 to this Deed.
- (E) LLDC's Board has delegated the exercise of LLDC's planning functions to PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (F) At the time this Deed is entered into, it is expected that that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs or transfer to another successor organisation(s).

### *Legacy Communities Scheme*

- (G) The Olympic Park Legacy Company (the predecessor owner of the Developer's Land) submitted a planning application to the Olympic Delivery Authority (the then local planning authority) on 30 September 2011 for the residential-led legacy redevelopment of the Original Site.
- (H) On 28 September 2012 the Olympic Delivery Authority, London Legacy Development Corporation (as Owner) and TfL entered into the Original Agreement and the Original Permission for such residential-led legacy redevelopment of the Original Site was granted.
- (I) Under the terms of the Enforcement Protocol, in the event the Original Agreement is to be varied, PPDT and LLDC (as Owner) will agree the extent of the variations to the Original Agreement albeit that a formal deed of variation cannot be entered into. The Enforcement

Protocol also sets out how the terms of the Reciprocal Undertaking and this Undertaking will be managed while LLDC is both landowner and local planning authority.

*The Applications*

- (J) LLDC submitted the Second S73 Application to the LPA for determination on 6 June 2017. On 28 November 2017 the LPA resolved to approve the Second S73 Application subject to agreeing the terms of this Deed, the Reciprocal Undertaking and the Draft Deed.
- (K) In its role as LPA, LLDC considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Revised Development in the manner set out in the Draft Deed.
- (L) In its role as LPA, LLDC is satisfied that the planning obligations contained in the Draft Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (M) LLDC recognises that as a matter of law, as both landowner and local planning authority LLDC it is unable to secure the obligations set out in the Draft Deed by way of a bilateral agreement concluded with itself.
- (N) To overcome this obstacle, LLDC as landowner has entered into the Reciprocal Undertaking binding itself and its interests in the Developer's Land with the terms and obligations set out in the Original Agreement as though it had been varied by the Draft Deed.
- (O) In return for the promises given in the Reciprocal Undertaking, PPDT as LPA and TfL unilaterally undertake herein to observe the terms and perform the local planning authority's and TfL's obligations (respectively) as set out in the Original Agreement as though it had been amended by the Draft Deed attached hereto at Annex 1. If LLDC's planning powers pass to a successor organisation, it is intended that this Deed will be transferred to that successor under a statutory or mayoral scheme of transfer.
- (P) Notwithstanding that any third party with an interest in the Developer's Land is not party to the Reciprocal Undertaking, Clause 7 of the Draft Deed purports to vary site-wide obligations. With the particular intention of not prejudicing current Owners of land within the Developer's Land, the LPA's covenants given herein to enforce only the terms of the Original Agreement as though amended by the Draft Deed (see Clause 3.1 of this Deed) are expressly given for the benefit of any Owner of the Developer's Land.
- (Q) If, while LLDC remains the local planning authority for the Developer's Land, a third party acquires an interest in the Developer's Land, the LPA intends that this Deed will be enforceable by such third party against it under the Contracts (Rights of Third Parties) Act 1999.
- (R) This Deed is to be read alongside the Reciprocal Undertaking.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Deed have the meaning assigned to them in the Original Agreement.
- 1.2 For the purposes of this Deed, the following words and expressions have the meanings assigned:

**1990 Act** means the Town and Country Planning Act 1990 (as amended).

**Developer's Land** means the land shown edged red on Plan 1 but excluding the land shaded grey and excluding the land coloured green on Plan 3, and the details of the interests LLDC owns in the Developer's Land are set out in Schedule 1 to this Deed.

**Draft Deed** means the draft deed attached to this Deed at Annex 1.

**Enforcement Protocol** means the protocol for enforcing the terms of this Deed contained at Annex 2 as approved by PPDT's planning committee at its meeting on 29 April 2014 and as approved by LLDC as amended from time to time.

**First S73 Permission** means the permission granted pursuant to section 73 of the 1990 Act to amend the Original Permission granted by the LLDC as LPA and given reference 14/00036/VAR

**Host Boroughs** means the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest and their respective successors in function.

**"Implementation"** means beginning of development authorised by a planning permission (or where Implementation or Implement is used in the context of part of the development implementation shall mean beginning of that part) as defined in section 56(4) of the 1990 Act and **"Implement"** and **"Implemented"** shall be construed accordingly;

**LPA** means at the date of this Deed, the London Legacy Development Corporation (acting through PPDT) in its function as local planning authority for the area within which the Developer's Land is located, and includes any successors in that function.

**Original Agreement** means the agreement entered into pursuant to the 1990 Act in respect of the Original Permission as deemed to be varied by the unilateral undertakings as set out in Annex 4.

**Original Permission** means permission for the legacy redevelopment of the Original Site granted by the Olympic Delivery Authority and given reference 11/90621/OUTODA.

**Original Site** means the land benefiting from the Original Permission and the First S73 Permission and shown edged red on Plan 2.

**Owner** means anyone with an interest in the Developer's Land.

**Plan 1** means the plan marked Plan 1 identifying the Developer's Land and attached to this Deed at Annex 3.

**Plan 2** means the plan marked Plan 2 identifying the Original Site and attached to this Deed at Annex 3.

**Plan 3** means the plan marked Plan 3 identifying land excluded from the Developer's Land and attached to this Deed at Annex 3.

**PPDT** means the department within legal entity known as the London Legacy Development Corporation to which LLDC's planning functions have been delegated.

**Reciprocal Undertaking** means a completed unilateral undertaking of even date with this Deed given by LLDC as landowner in which LLDC undertakes for the benefit of the LPA and TfL from time to time to abide by the terms and to comply with the obligations given on the part of LLDC and the Developer contained in the Original Agreement as though it had been varied by the Draft Deed.

**Revised Confidential Appendix** means the confidential appendix updated as a result of the Second S73 Permission and which, pursuant to the terms of the Draft Deed, replaces the Confidential Appendix as defined in the Original Agreement.

**Revised Development** means the development to be carried out pursuant to the Section S73 Permission.

**Second S73 Application** means the application with reference 17/00236/VAR to vary the First S73 Permission to reduce the quantum of development permitted.

**Second S73 Permission** means the approval issued pursuant to the Second S73 Application.

**UCLE Slot-in Permission** means planning permission for the UCL East development granted with reference 17/00235/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)

## 2. OPERATION OF THIS UNILATERAL UNDERTAKING

2.1 This unilateral undertaking is given by Deed entered into pursuant to section 201 of the Localism Act 2011, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.

2.2 The LPA and TfL intend that this undertaking shall be binding on both the LPA, TfL and their successors in function and shall be enforceable by the Owner and their successors in title

2.3 While LLDC is both the Owner and the LPA, the LPA will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed and in the Draft Deed.

## 3. LPA'S AND TFL'S COVENANTS IN FAVOUR OF THE OWNER

3.1 Subject to:

3.1.1 the first to occur of the Implementation of the Second S73 Permission and the Implementation of the UCLE Slot-in Permission; and

3.1.2 LLDC entering into the Reciprocal Undertaking;

the LPA and TfL undertake for the benefit of any Owner of the Developer's Land that they will observe and perform the terms obligations, covenants, undertakings, restrictions and agreements imposed on the local planning authority and TfL (respectively) by the Original Agreement as though it had been amended by the Draft Deed.

3.2 In the event PPDT's planning powers are transferred to a successor authority and where the Draft Deed has not already been entered into and completed by the Owner and the LPA, the LPA undertakes for the benefit of the Owner that within 28 days of the planning powers being transferred it shall enter into:

3.2.1 the Draft Deed with the Owner PROVIDED THAT where any obligations in the Draft Deed have been superseded and/or further amended by any subsequent variation to the Original Agreement the Draft Deed shall be amended accordingly; and

3.2.2 the Revised Confidential Appendix with LLDC.

3.3 Where the provisions of clause 3.2 apply, TfL undertakes to enter into such Draft Deed within 28 days of the planning power being transferred.

4. **RIGHTS OF THIRD PARTIES**

4.1 Save in respect of the Owner, no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

5. **CONFLICT**

5.1 In the event of any conflict between the terms of this Deed and of the completed Draft Deed the latter will take precedence.

6. **LOCAL LAND CHARGE**

6.1 This Deed is a local land charge and is intended to be registered as such by the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets.

**IN WITNESS** whereof the LPA and TfL have executed and delivered this unilateral undertaking as a Deed the day and year first above written

THE COMMON SEAL of THE LONDON )  
LEGACY DEVELOPMENT CORPORATION )  
was hereunto affixed in the presence of: )

Authorised signatory



Executed as a deed by affixing THE )  
COMMON SEAL of )  
TRANSPORT FOR LONDON )  
in the presence of: )

Authorised signatory



**Schedule 1**

**The Developer's Land**

**Registered Freehold Interests**

EGL266376	EGL572037	EGL533910
EGL533915	EGL572930	AGL221079
EGL557358	EGL571226	EGL554302
EGL533911	EGL560513	EGL561244
EGL562488	EGL533909	EGL558925
EGL533902	EGL533913	EGL533916
EGL527339	EGL573100	EGL533914
EGL571797	EGL570920	63864
TGL363543	TGL342249	

**Registered Leasehold Interests**

EGL151055	EGL157814	EGL221056
EGL428163	NGL80118	EGL526862
EGL548490	EGL548491	EGL10453
AGL411945		

**Unregistered Leasehold Interests**

A leasehold interest in the land shown as L18 and L19 as marked on Plan 1.



**Annex 1 – Draft Deed**

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1

DATED

201[ ]

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [LOCAL PLANNING AUTHORITY]
- (2) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [OWNER]
- (3) TRANSPORT FOR LONDON

SUPPLEMENTAL DEED AND DEED OF VARIATION TO  
THE PLANNING OBLIGATION DATED 28 SEPTEMBER  
2012 FOR THE LEGACY COMMUNITIES SCHEME,  
QUEEN ELIZABETH OLYMPIC PARK  
relating to application 17/00236/VAR

made pursuant to section 106A of the Town and Country Planning  
Act 1990 and all other powers enabling

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THIS AGREEMENT is made on

201[ ]

**BETWEEN:**

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [LOCAL PLANNING AUTHORITY]<sup>1</sup> (the "LPA"); and
- (2) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [DEVELOPER]<sup>2</sup> (the "Developer").
- (3) TRANSPORT FOR LONDON of 55 Broadway, London SW1H 0BD ("TfL")

**RECITALS**

*Parties*

- (A) The London Legacy Development Corporation ("LLDC") is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in the Original Agreement are enforceable. Where in this Deed the LLDC is referred to in its capacity as the local planning authority, the LLDC is termed the "LPA".
- (B) The LLDC is also the freehold owner of the Developer's Land. Where in this Deed the LLDC is referred to in its capacity as freehold owner it is termed the "Owner".
- (C) [The Developer is the ([freehold/leasehold] owner of [\*\*] details of which are set out in Schedule 1 to this Deed).]
- (D) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.

*Background*

- (E) The Olympic Park Legacy Company (OPLC) submitted the Planning Application to the Olympic Delivery Authority (as local planning authority) on 30 September 2011 for the legacy redevelopment of the Queen Elizabeth Olympic Park (defined in the Original Agreement as the "Development").
- (F) On 1 April 2012, the Secretary of State for Communities and Local Government created the London Legacy Development Corporation (LLDC) pursuant to the London Legacy Development Corporation (Establishment) Order 2012 as the successor organisation to the OPLC. LLDC took on responsibility for promoting the application submitted by the OPLC for the Development.
- (G) On 26 June 2012 the Olympic Delivery Authority (as local planning authority) resolved to grant the outline planning permission pursuant to the Planning Application for the Development subject to the completion of an agreement pursuant to Section 106 of the 1990 Act.
- (H) On 28 September 2012 the Olympic Delivery Authority (ODA), LLDC (as developer) and Transport for London entered into an agreement pursuant to Section 106 of the

<sup>1</sup> Insert details of successor LPA in the event the transfer of LLDC PPDT's planning powers to another entity triggers the entering into of this deed.

<sup>2</sup> Insert details of successor in title as appropriate

1990 Act in respect of the Planning Permission (the "**Original Agreement**") and the Planning Permission was granted.

- (I) On 1 October 2012 the Olympic Delivery Authority's planning functions and powers were transferred to the London Legacy Development Corporation and the London Legacy Development Corporation became the local planning authority for the Site for the purposes of Part 3 of the 1990 Act ("**PPDT**") with the effect that the local planning authority and the developer became the same legal entity. Because LLDC could not contract with itself, LLDC could not vary the Original Agreement if changes were required to be made to it while LLDC was both landowner and local planning authority.
- (J) The Original Agreement is drafted so that it attaches not only to development carried out under the planning permission as it was granted on 28 September 2012 ("the **Original Planning Permission**"), but also to development carried out pursuant to any variations to the Original Planning Permission, or planning permission for any development on the Developer's Land which is related to or carried out in substitution for development authorised under the Original Planning Permission.

#### *Applications*

- (K) On 6 June 2017 LLDC submitted to the LPA the Second S73 Application, along with the application for the UCLE Slot-In Permission.
- (L) If granted the Second S73 Application will have implications for the quantum of and timing of delivery of the mitigation measures secured in the Original Agreement. This Deed seeks to ensure that appropriate mitigation continues to be provided and that it is delivered at the appropriate time.
- (M) On 28 November 2017 the planning committee of the LPA resolved to grant the Second S73 Permission subject to agreeing the terms of this Deed and the completion of unilateral undertakings securing the terms of this Deed.

#### *The Unilateral Undertakings*

- (N) On the date that the Second S73 Permission was issued, LLDC was both the planning authority and landowner of the Developer's Land (excluding an interest in part of PDZ 6 which had already been granted to Chobham Manor LLP). As explained above for this reason LLDC could not complete this Deed.
- (O) To ensure that the provisions set out in Clause 7 of this Deed would nonetheless be legally binding, the Owner gave a unilateral undertaking to the LPA and TfL on [\*\*] to observe and perform the terms of the Original Agreement in relation to the Developer's Land as though it had been varied by this Deed ("**UU1**"). UU1 was given under section 106 of the 1990 Act and is binding on both the Owner's interests in the Developer's Land and on the interests in that land of any successors in title.
- (P) In return for UU1, the LPA and TfL gave a reciprocal undertaking on [\*\*] in which (conditional on the performance of the Original Agreement as deemed to be varied by this Deed) it was bound to only enforce the Original Agreement as though it had been effectively varied by this Deed ("**UU2**"). UU2 was given for the benefit of any owner of the Developer's Land from time to time.
- (Q) If LLDC's planning function is transferred to a successor organisation, it is expected that UU2 will be transferred to and binding on the successor local planning authority under a formal scheme of transfer.

- (R) UU1 and UU2 by themselves do not vary the Original Agreement. Instead, they are binding promises on the part of the owners of the Developer's Land and on the part of the local planning authority to treat the Original Agreement as though it had been varied in accordance with the terms of this Deed.

*Deed of Variation*

- (S) This Deed is drafted as a simple deed of variation to the Original Agreement to be made under section 106A of the 1990 Act. The variations are effected by Clause 7 of this Deed.
- (T) This Deed is not itself made under section 106. The reason for this is to simplify the process of any future variations to the Original Agreement. Should these become necessary, the intention is that they will be effected by varying just the Original Agreement (as already amended) and UU1 & UU2 without also having vary this Deed.
- (U) Notwithstanding the fact that this Deed is not itself made under section 106 of the 1990 Act, once completed the variations this Deed makes to the Original Agreement will be enforceable against the parties to this deed and their successors in title because of the binding nature of the Original Agreement described in Recital H above and because of the effect of UU1 described below.

*Role of this Deed*

- (V) UU1 requires at clause [4.3] certain persons acquiring title to all or any part of the Developer's Land to enter into this Deed. The purpose of this Deed (once completed) is to create certainty particularly as to how the local planning authority will manage the amended development. UU1 also requires the Developer at clause [4.6] to procure that the owners of certain leasehold interests granted prior to the date of UU1 enter into this Deed.
- (W) Because this Deed seeks to vary site-wide obligations, section 106A of the 1990 Act requires any party against whom such obligations are enforceable be a party to this Deed.
- (X) The LPA recognises that some interests affected by the amendments to be secured by this Deed may not be willing or able to be a party to this Deed. In these circumstances, the LPA considers that this Deed (incorporating appropriate amendments) need only be completed by the LPA (from time to time) and the third party required to enter into this Deed by Clauses 4.3 and 4.4 of UU1. As regards the amended site-wide obligations secured under UU1, other parties can rely on and enforce the LPA's and TfL's promises given for their benefit in UU2.
- (Y) For the avoidance of doubt, the LPA acknowledges that when completed, this Deed may include such further amendments to the Original Agreement (including amendments to these recitals and any of the terms of Clause 7 of this Deed) and such other terms as are appropriate and/or necessary to accommodate any further changes to the Original Planning Permission which the LPA (from time to time) approves.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

**"First S73 Permission"** means the permission granted pursuant to section 73 of the 1990 Act to amend the Original Planning Permission granted by the LLDC as LPA and given reference 14/00036/VAR;

**"Implementation"** means beginning of development authorised by a planning permission (or where Implementation or Implement is used in the context of part of the development implementation shall mean beginning of that part) as defined in section 56(4) of the 1990 Act and **"Implement"** and **"Implemented"** shall be construed accordingly;

**"Second S73 Application"** means the application with reference 17/00236/VAR to vary the First S73 Permission to reduce the quantum of development permitted;

**"Second S73 Permission"** means the approval issued pursuant to the Second S73 Application.

**"Original Agreement"** means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to Section 106 of the 1990 Act as the same may be varied from time to time prior to the date of this Deed;

**"UCLE Slot-in Permission"** means planning permission for the UCL East development granted with reference 17/00235/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)

1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed save where the context otherwise dictates.

1.3 In this Deed:

1.3.1 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;

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

1.4 The Interpretation Act 1978 shall apply to this Deed.

1.5 The "Deed" includes the Schedules and Recitals to this Deed.

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

## 2. **EFFECT OF THIS DEED**

2.1 This Deed is made pursuant to:

2.1.1 section 106A of the 1990 Act; and



2.1.2 [sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.]<sup>3</sup>

2.2 Save as set out in Clause 7 below nothing in this Deed shall be construed as amending in any way the provisions of the Original Agreement and all provisions of the Original Agreement shall continue in full force and effect and nothing in this Deed shall otherwise release or absolve any party from its obligations under the Original Agreement.

### 3. **CONDITIONALITY**

Save where expressly provided for in this Deed this Deed is conditional upon and shall not take effect until the first to occur of the Implementation of the Second S73 Permission and the Implementation of the UCLE Slot-in Permission.

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

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

### 5. **JURISDICTION AND LEGAL EFFECT**

5.1 This Deed shall be governed by and interpreted in accordance with the law of England.

5.2 The provisions of this Deed (other than this Clause 5.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

### 6. **EXECUTION**

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

### 7. **VARIATION OF THE ORIGINAL AGREEMENT**

7.1 The Original Agreement is varied as follows:

7.1.1 in the manner shown at Schedule 2 with deletions struck through and additions underlined;

7.1.2 Appendix 1 of the Original Agreement is deleted and replaced with the Plan at Schedule 3;

7.1.3 Appendix 3 of the Original Agreement is deleted and replaced with the Plans at Schedule 4;

7.1.4 Appendix 4 of the Original Agreement is deleted;

7.1.5 Appendix 5 of the Original Agreement is deleted and replaced with the Plan at Schedule 5;

7.1.6 Appendix 8 of the Original Agreement is deleted and replaced with the Plan at Schedule 6;

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<sup>3</sup> Amend with relevant local authority powers if LLDC is not a party to this Deed as the LPA

- 7.1.7 Appendix 10 of the Original Agreement is deleted and replaced with the Plan at Schedule 7;
- 7.1.8 Schedule 14 of the Original Agreement is deleted and is replaced with the document at Schedule 8.

**SCHEDULE 1**

**Interests in the Site**

**SCHEDULE 2**

**The Original Agreement as varied**

DATED

28 September

2012

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) LONDON LEGACY DEVELOPMENT CORPORATION
- (3) TRANSPORT FOR LONDON

## PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and sections 4 and 5 of the London Olympic Games and Paralympic Games Act 2006 and all other powers enabling

relating to the development of land within the future Queen Elizabeth Olympic Park

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THIS AGREEMENT is made on

2012

**BETWEEN:**

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "LPA"); and
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "Developer"); and
- (3) **TRANSPORT FOR LONDON** of ~~Windsor House, Victoria Street~~ 55 Broadway, London ~~SW1 0TL~~ SW1H 0BD ("TfL").

**RECITALS**

**WHEREAS:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to section 5 of the Olympic Act and the Olympic Delivery Authority (Planning Functions) Order 2006 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) On 1 April 2012 the Secretary of State for Communities and Local Government created LLDC pursuant to the London Legacy Development Corporation (Establishment) Order 2012 for the purposes of (inter alia) promoting and delivering physical, social, economic and environmental regeneration of the Olympic Park and surrounding area.
- (C) The Developer:
  - C.1 is the freehold owner of those parts of the Site shown ~~coloured~~ hatched blue on the plan marked A contained in Appendix 3 (but excluding those parts coloured green on the plan marked B in Appendix 3) and registered at the Land Registry under the title numbers listed in Schedule 1 Part 1
  - C.2 is the leasehold owner of those parts of the Site shown edged and hatched ~~purple~~ red on the plan marked A contained in Appendix 3 and (where relevant) registered at the Land Registry under the title numbers listed in Schedule 1 Part 2; ~~and~~
  - ~~C.3 has an equitable interest in those parts of the Site shown coloured orange on the plan contained in Appendix 3 by virtue of an agreement dated 11 January 2005 made between (1) Lee Valley Regional Park Authority and (2) London Development Agency pursuant to which the Developer has the ability to require a drawdown of a lease over the land coloured orange on the plan contained in Appendix 3 and which land is registered at the Land Registry under the title numbers listed in Schedule 1 Part 3.~~
- (D) The Developer's agent submitted the Original Planning Application to the LPA on 30 September 2011.
- (E) On 26 June 2012 the LPA resolved to grant the Original Planning Permission subject to the completion of this Agreement.
- (F) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.
- (G) 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.

- (H) 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, sections 4 and 5 of the Olympic Act and all other powers enabling.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

"1990 Act"	Town and Country Planning Act 1990
"2011 Act"	Localism Act 2011
"Affordable Housing Units"	has the meaning given in Schedule 3 (Affordable Housing)
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated PDZ Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that Development will be Commenced in a PDZ
"Anticipated SPDZ Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that Development will be Commenced in a SPDZ
"Approve"	has the meaning set out in the Schedule to which the Submitted Document relates and "Approval" and cognate expressions shall be construed accordingly
"Building Cost Index"	the <i>All In Tender Price Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Commencement"	beginning of the Development (or where Commencement or Commence is used in the context of part of the Development commencement shall mean beginning of that part) as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include: <ol style="list-style-type: none"><li>1. site clearance and preparation;</li><li>2. archaeological investigation;</li><li>3. investigations for the purposes of assessing contamination;</li><li>4. other ground and site surveying;</li><li>5. construction of temporary access and temporary internal roads for construction purposes only;</li><li>6. remediation works associated with</li></ol>

decontamination;

7. erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security;
8. provision of temporary accommodation reasonably required for construction purposes only; and
9. preliminary landscaping works including tree protection

and "**Commence**" and "**Commenced**" shall be construed accordingly

**"Commencement Date"**

the date upon which the Development is Commenced

**"Completion"**

completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and "**Completed**" shall be construed accordingly

**"Comply"**

implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge

**"Condition"**

a condition attached to the Planning Permission or to any Subsequent Planning Permission

**"Confidential Appendix"**

the separate appendix signed by LLDC and the LPA and dated on the date hereof

**"CRT Section 73 Permissions"**

the following planning permissions:

1. 11/90313/VARODA (variation of conditions OD.0.21 and LTD.1.3 of planning permission 07/90010/OUMODA);
2. 11/90314/VARODA (variation of condition 43 of Olympic Consent Slot In Permission reference 08/90059/OUTODA);
3. 11/90315/VARODA (variation of conditions VOD.15 and VLT.04 of Olympic Consent Slot In Permission reference 08/90276/FUMODA);
4. 11/90316/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90310/FULODA);
5. 11/90317/VARODA (variation of condition PPR.21 of Olympic Consent Slot In Permission reference 08/90311/FULODA);

6. 11/90318/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90312/FULODA);
7. 11/90319/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90313/FULODA);
8. 11/90320/VARODA (variation of conditions HOD.12 and HLT.4 of Olympic Consent Slot In Permission reference 08/90328/FUMODA);
9. 11/90321/VARODA (variation of conditions EMOD.13 and EMLTD.7 of Olympic Consent Slot In Permission reference 09/90198/FUMODA);
10. 11/90322/VARODA (variation of condition PGT.14 of Olympic Consent Slot In Permission reference 09/90410/FUMODA); and
11. 11/90324/VARODA (variation of condition PPR.18 of Olympic Consent Slot In Permission reference 08/90314/FULODA)

**"Developer's Land"**

the Developer's:

1. freehold land within the Site shown ~~coloured~~hatched blue on the plan marked A contained in ~~Appendix 3~~Appendix 3 (but excluding the land shown coloured green on the plan marked B in Appendix 3) and registered at the Land Registry under the title numbers listed in ~~Schedule 1~~Schedule 1 ~~Part 1~~Part 1
2. leasehold land within the Site shown edged and hatched ~~purple~~red on the plan marked A contained in ~~Appendix 3~~Appendix 3 and registered at the Land Registry under the title numbers listed in ~~Schedule 1 Part 2;~~ and
- ~~3. equitable interest in those parts of the Site shown coloured orange on the plan contained in Appendix 3 and which such parts are registered at the Land Registry under the title numbers listed in Schedule 1 Part 3~~ Schedule 1 Part 2 as well as the unregistered leasehold interests in L18 and L19 shown on that plan

**"Development"**

the development of the Site and all other operations and/or works authorised by the Planning Permission and any Subsequent Planning Permission but excluding any Superseded Development

**"Development Parcel" and "DP"**

any one of the development parcels within a PDZ as

	identified on the plan contained in Appendix 5
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Earnings Index"	the <i>Annual Survey of Hours and Earnings for the London Region</i> published by the Office for National Statistics or any official publication substituted for it
"Environmental Statement"	the environmental statement submitted in support of the <u>Original</u> Planning Application as supplemented or amended by further environmental information submitted prior to <del>the date of this Agreement</del> <u>28th September 2012</u>
"Expert"	an independent expert appointed in accordance with the provisions of Clause 13 to determine a Dispute
<u>"First S73 Permission"</u>	<u>the outline planning permission granted on 11 August 2014 with reference 14/00036/VAR for the development authorised by Original Planning Permission without complying with certain conditions and complying with other conditions subject to modifications</u>
"Games"	the Olympic Games and the Paralympic Games
"GEA"	as defined in the RICS Code of Measuring Practice (6 <sup>th</sup> Edition) and for the avoidance of doubt excludes ancillary infrastructure, utility elements, rooftop and basement plant, car parking floorspace within buildings, external parking areas winter gardens and any other amenity space
"GIA"	as defined in the RICS Code of Measuring Practice (6th Edition)
"GLA"	the Greater London Authority and its successors in function
"Host Boroughs"	together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function
<u>"Implementation"</u>	<u>beginning of development authorised by a planning permission (or where Implementation or Implement is used in the context of part of the development implementation shall mean beginning of that part) as defined in section 56(4) of the 1990 Act and "Implement" and "Implemented" shall be construed accordingly</u>
"Index"	<ol style="list-style-type: none"><li>1. the Building Cost Index in respect of:<ol style="list-style-type: none"><li>1.1 the Healthcare Facilities Cost Cap, the Uncommitted PDZ4 Healthcare</li></ol></li></ol>

	Facilities Cost Cap, the Uncommitted PDZ6 Healthcare Facilities Cost Cap, and the Uncommitted PDZ8 Healthcare Facilities Cost Cap (all as defined in Schedule 6 (Health));
1.2	the SNT Cost Cap (as defined in Schedule 7 (SNT and Community Facilities)); and
1.3	the Schools Cost Cap (as defined in Schedule 8 (Education)); and
<del>1.4</del>	<del>1.4</del> <u>the Bus Infrastructure Contribution (as defined in Schedule 2 (Transport)); and</u>
<u>1.5</u>	<u>contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure</u>
2.	the Earnings Index in respect of Households on Intermediate Incomes, Households on Lower Intermediate Incomes, Households on Upper Intermediate Incomes (all as defined in Schedule 3 (Affordable Housing)); and
3.	in all other cases the RPI
<b>"Indexed"</b>	in relation to any sum that it is to be increased in accordance with Clauses 8.2 and 8.3
<b>"Interim Uses"</b>	the temporary use or uses of part or parts of the Site from the date of the Planning Permission until the date such part or parts are developed for the permanent uses authorised by the Planning Permission <u>or any Subsequent Planning Permission</u>
<b>"Legacy Transformation Phase"</b>	the period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31 December 2014 and (b) the date certified by the LPA in accordance with clause 12 of the Olympic Section 106 Agreement
<b>"LLDC"</b>	the London Legacy Development Corporation of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ and includes its successor bodies in function, any LLDC Successor and any LLDC Covenant Delivery Body
<b>"LLDC Covenant"</b>	those obligations, covenants and undertakings given expressly on the part of LLDC in this Agreement and as set out in Schedule 16
<b>"LLDC Covenant Delivery Body"</b>	person with sufficient interest in or control over the Site or part thereof or other power to deliver or fulfil the relevant LLDC Covenant as approved by the LPA pursuant to Clause 2.5 which, for the avoidance of doubt, could include any LLDC Successor

<b>"LLDC Successor"</b>	any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in the whole of the Developer's Land but does not include any successors in title to or assigns of LLDC and/or any person claiming through or under LLDC an interest or estate in individual Planning Delivery Zone(s) or Sub Planning Delivery Zone(s) save where (i) a successor's or assign's or person's interest in individual Planning Delivery Zone(s) or Sub Planning Delivery Zone(s) when taken together would result in that successor's or assign's or person's interest comprising the whole of the Developer's Land and (ii) LLDC no longer exists and there is no successor body to LLDC that has taken on the liability for any outstanding LLDC Covenants
<b>"LPA Response Date"</b>	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ol style="list-style-type: none"><li>1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or</li><li>2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document</li></ol>
<b>"Market Rent"</b>	the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time
<b>"MDC Area"</b>	the area of land, in Greater London, shown bounded externally by the inside edge of a black line on the map marked "Map referred to in the London Legacy Development Corporation (Establishment) Order 2012" and contained in Appendix 6
<b>"Non Residential Unit"</b>	retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) community (Use Class D1) and leisure (Use Class D2) units permitted to be constructed as part of the Development
<b>"Non Residential Uses"</b>	retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), community (Use Class D1) and leisure (Use Class D2) uses permitted as part of the Development



<b>"Occupy" and "Occupation"</b>	beneficial occupation for any purpose for which Planning Permission and any Subsequent Planning Permission has been granted in respect of the relevant building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
<b>"Off Site"</b>	on land outside the Site
<b>"Olympic Act"</b>	London Olympic Games and Paralympic Games Act 2006
<b>"Olympic Consent Permission"</b>	<b>Slot-In</b> either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to an application to carry out development within the Olympic Site related to or in substitution for development authorised under: <ol style="list-style-type: none"><li>1. planning permission 07/90011/FUMODA;</li><li>2. outline planning permission 07/90010/OUMODA;</li><li>3. the CRT Section 73 Permissions;</li><li>4. planning permission 11/90330/FULODA; and/or</li></ol> any other permission that may be granted authorising the modification deletion or replacement of any condition attached to any Olympic Consent
<b>"Olympic Consents"</b>	<ol style="list-style-type: none"><li>1. planning permission 07/90011/FUMODA;</li><li>2. outline planning permission 07/90010/OUMODA;</li><li>3. the CRT Section 73 Permissions; and</li><li>4. planning permission 11/90330/FULODA</li></ol> together with any Olympic Consent Slot-In Permission
<b>"Olympic Development"</b>	development pursuant to the Olympic Consents carried out on the Olympic Site
<b>"Olympic Games"</b>	the international sporting event known as the Olympic Games held in London in 2012 which started with a formal opening ceremony on 27 July 2012 and ended with formal closing ceremony on 12 August 2012
<b>"Olympic Park"</b>	the whole of the area edged orange on the plan contained in Appendix 2
<b>"Olympic Section 106 Agreement"</b>	the section 106 agreement dated 28 September 2007 between (1) Olympic Delivery Authority and (2) London Development Agency as amended by deeds of modification dated 6 June 2008, 9 July 2009, 30 December 2009, 30 September 2010 and 16 December 2011 and as further amended from time to time

"Olympic Site"	the whole of the land comprised within the boundaries of planning permission 07/90011/FUMODA and outline planning permission 07/90010/OUMODA
"On Site"	on land within the Site
<u>"Original Planning Application"</u>	<u>the application for outline planning permission submitted to the LPA and given reference number 11/90621/OUTODA by the LPA</u>
<u>"Original Planning Permission"</u>	<u>the planning permission subject to conditions granted on 28th September 2012 for the proposals within the Original Planning Application</u>
"Outline Site Wide Phasing Plan"	approved plan reference LCS-DWG-APP-PHS-PAR-GLB-001-01 as may be varied pursuant to Condition LCSO.49
"Paralympic Games"	the international sporting event known as the Paralympic Games held in London in 2012 which started with a formal opening ceremony on 29 August 2012 and ended with a formal closing ceremony on 9 September 2012
"Parameter Plans"	the <u>amended</u> Site wide and PDZ parameter plans which form part of the plans approved by the Planning Permission and any Subsequent Planning Permission
"Parties"	the parties to this Agreement and the word " <b>Party</b> " shall mean any one of them
"PDZ1"	the area of the Site known as planning delivery zone 1 as identified on the plan contained in <del>Appendix 1</del> Appendix 1 <u>which for the avoidance of doubt shall not include the area shaded grey</u>
"PDZ2"	<del>the area of the Site known as planning delivery zone 2 as identified on the plan contained in Appendix 1</del> <u>[not used]</u>
"PDZ3"	the area of the Site known as planning delivery zone 3 as identified on the plan contained in Appendix 1
"PDZ4"	the area of the Site known as planning delivery zone 4 as identified on the plan contained in Appendix 1
"PDZ5"	the area of the Site known as planning delivery zone 5 as identified on the plan contained in Appendix 1
"PDZ6"	the area of the Site known as planning delivery zone 6 as identified on the plan contained in Appendix 1
"PDZ8"	the area of the Site known as planning delivery zone 8 as identified on the plan contained in Appendix 1
"PDZ12"	the area of the Site known as planning delivery zone as identified on the plan contained in Appendix 1

"Phase 1"	the first phase of the Development as shown on the Outline Site Wide Phasing Plan
"Phase 2"	the second phase of the Development as shown on the Outline Site Wide Phasing Plan
"Phase 3"	the third phase of the Development as shown on the Outline Site Wide Phasing Plan
"Planning Application"	the <u>section 73</u> application for <del>outline planning permission</del> the development authorised by the First S73 Permission without complying with certain conditions and complying with other conditions subject to modifications submitted to the LPA and given reference number <del>17/00623/OUT/ODA</del> 17/00236/VAR by the LPA (and which has been submitted alongside a Slot-In Application for the development known as UCL East and given reference number 17/00235/OUT)
"Planning Delivery Zone" and "PDZ"	any one of the <del>8</del> <del>(eight)</del> <u>7</u> <u>(seven)</u> planning delivery zones which together form the Site as identified on the plan contained in Appendix 1
"Planning Permission"	the planning permission subject to conditions that may be granted by the LPA <del>on the determination of</del> pursuant to the Planning Application <del>for the proposals within the Planning Application, a draft of which is contained in Appendix 4</del>
"Post Commencement Obligations"	the following obligations that are conditional upon Commencement of the Development: <ol style="list-style-type: none"><li>1. paragraphs 2.8 (Access and Use) and 4 (Controlled Parking Zones and Adoption of Roads) of Schedule 2;</li><li>2. paragraph 5.1 (Grant Funding) of Schedule 3;</li><li>3. paragraph 5.1.1 (use of Reasonable Endeavours to secure the SNT Operator and market the SNT Spaces) of Schedule 7;</li><li>4. paragraph 2.1 (End-Use jobs target) of Schedule 9;</li><li>4. paragraphs 1.1 (BAP Habitat) and 2.1 (Provision of PAOS) of Schedule 10;</li><li>5. paragraph 1.1 (Extension of District Heat Network) of Schedule 11</li></ol>
"Post-Games Transformation"	alterations to or removal, modification or transformation of the development carried out on the Olympic Site to enable the Games to be held, such alterations, removal, alterations to or modification or transformation to be carried out in accordance with the Olympic Consents and undertaken during the Legacy Transformation Phase
"Reasonable Endeavours"	that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take

	<p>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 such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected: in the case of LLDC and the LPA, of a competent public authority or publicly funded publicly accountable body acting reasonably properly and proportionately in the context of its statutory functions duties and purposes; and in the case of the Developer where the Developer is not the same entity as LLDC, of a competent commercial developer in the context of the Development (or part of the Development)</p>
<b>"Refusal Notice"</b>	<p>a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve, the reasons why it is refusing to Approve such Submitted Document and the Report Amendments</p>
<b>"Relevant Leasehold Interest"</b>	<p>a registerable leasehold interest in the Site or part thereof which has at least one year unexpired remaining</p>
<b>"Report Amendments"</b>	<p>those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document</p>
<b>"Requisite Consents"</b>	<p>such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders or other Consents under the Highways Act 1980 and 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</p>
<b>"Reserved Matters"</b>	<p>has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2010</p>
<b>"Residential Unit"</b>	<p>a residential unit provided as part of the Development</p>
<b>"RPI"</b>	<p>the Retail Prices Index all items published by the Office for National Statistics or any official publication substituted for it</p>
<b>"Section 73 Application"</b>	<p>an application made under section 73 of the 1990 Act seeking to achieve the effect of modification deletion or replacement of any condition attached to the Planning Permission and/or any Subsequent Planning Permission</p>
<b>"Section 73 Permission"</b>	<p>planning permission subject to conditions granted by the LPA pursuant to any Section 73 Application and "Section 73 Permissions" shall mean such two or more of them as the context shall require</p>

<b>"Shared Ownership Units"</b>	has the meaning given in Schedule 3 (Affordable Housing)
<b>"Shell and Core Standard"</b>	accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and shall include: <ol style="list-style-type: none"><li data-bbox="815 427 1442 954">1. where the facility is co-located in another building, space in a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction where on the top floor of the building and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the building, Disability and Equality Act 2010 compliant, toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, shared access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings; or</li><li data-bbox="815 969 1442 1435">2. where the facility is provided as a stand alone building, a building constructed using a steel or concrete frame with upper floor and ground bearing slabs, fair faced blockwork party walls, roof construction and waterproofing, utility supplies, drainage connections, allowances for conduits for internet/TV/telecommunication connections to a single location in the facility, Disability and Equality Act 2010 compliant and toilet facilities provided in accordance with Building Regulations and, where located over two or more floors, access via in-situ or pre-cast concrete staircase and lifts, but not including any wall, floor or ceiling finishes, or services installations or fixtures or fittings</li></ol>
<b>"Site"</b>	the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1 <a href="#">excluding the land shaded grey</a>
<b>"Slot-In Application"</b>	an application for either: <ol style="list-style-type: none"><li data-bbox="815 1659 1442 1868">1. planning permission (including any subsequent application for outline planning permission) to carry out development within the Site related to or in substitution for development authorised under the Planning Permission and/or any Subsequent Planning Permission; or</li><li data-bbox="815 1883 1442 1998">2. Reserved Matters approval to carry out development within the Site related to or in substitution for development authorised under any previous Reserved Matters</li></ol>

	approvals granted pursuant to the Planning Permission and /or any Subsequent Planning Permission;
<b>"Slot-In Permission"</b>	either a planning permission or a Reserved Matters approval (as applicable) granted pursuant to a Slot-In Application and "Slot-In Permissions" shall mean such two or more of them as the context shall require
<b>"Social Rented Units"</b>	has the meaning given in Schedule 3 (Affordable Housing)
<b>"SPDZ 1A"</b>	the SPDZ comprising DPs 1.1a and 1.1b within PDZ1
<b>"SPDZ 1B"</b>	<del>the SPDZ comprising DP 1.2 within PDZ1</del> [not used]
<b>"SPDZ 5A"</b>	the SPDZ comprising DPs 5.1, 5.2, 5.3, 5.4, 5.5, 5.9, 5.10 and 5.11 within PDZ5
<b>"SPDZ 5B"</b>	the SPDZ comprising DPs 5.6, 5.7 and 5.8 within PDZ5
<b>"SPDZ 8A"</b>	the SPDZ comprising DPs 8.2, 8.3.1 and 8.3.2 within PDZ8
<b>"SPDZ 8B"</b>	the SPDZ comprising DPs 8.4 and 8.1 within PDZ8
<b>"Staircase"</b>	has the meaning given to "Staircasing" in Schedule 3 (Affordable Housing)
<b>"Statement of Superseded Development"</b>	a statement identifying what (if any) development under the Planning Permission and/or any Subsequent Planning Permission is to be superseded by development under the Slot-In Permission such statement to be submitted to and approved by the LPA and annexed to the respective Slot-In Permission
<b>"Sub Planning Delivery Zone" or "SPDZ"</b>	any of SPDZ 1A, SPDZ <del>1B</del> , <del>SPDZ 5A</del> , SPDZ 5B, SPDZ 8A or SPDZ 8B as the context so requires
<b>"Sub Zonal Master Plan" or "SZMP"</b>	a masterplan in relation to a Sub Planning Delivery Zone to be submitted to and approved by the LPA in accordance with the Planning Permission and any Subsequent Planning Permission and includes the masterplan for the first SPDZ within the relevant PDZ (which includes both Part A and Part B of Annexure 2 to the Planning Permission and any Subsequent Planning Permission) and masterplans for all proceeding SPDZs within the relevant PDZ;
<b>"Submitted Document"</b>	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement
<b>"Subsequent Planning Permission"</b>	any <ol style="list-style-type: none"><li>1. Section 73 Permission; and</li><li>2. Slot-In Permission</li></ol> and "Subsequent Planning Permissions" shall mean

	such two or more of them as the context shall require
"Superseded Development"	development (if any) under the Planning Permission and/or under any Subsequent Planning Permission outlined in a Statement of Superseded Development
"Supplemental Section 106 Agreement"	a supplemental section 106 agreement to be entered into pursuant to the provisions of Clauses 4.1.3 and 5.1.3 of this Agreement and to be in the form or substantially in the form of the draft contained hereto at Schedule 14 and in accordance with all necessary enabling powers
<u>"UCLE Slot-in Permission"</u>	<u>means planning permission for the UCL East development granted with reference 17/00235/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)</u>
"Use Class"	a use class specified in the Town and Country Planning (Use Classes) Order 1987 as in force at <del>the date of this Agreement</del> <u>28th September 2012</u>
"Working Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive
"ZMP"	a masterplan in respect of a PDZ to be submitted to and approved by the LPA in accordance with the Planning Permission and any Subsequent Planning Permission

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

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

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

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at ~~the date of this Agreement~~28th September 2012;

- (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, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;
  - 1.2.5 references to the Site include any part of it;
  - 1.2.6 references to the Developer's Land include any part of it;
  - 1.2.7 references to the LPA comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the LPA;
  - 1.2.8 subject to Clauses 2.9, 2.10, 2.11 and ~~Error! Reference source not found.~~~~Error! Reference source not found.~~2.12 references to the Developer include:
    - (a) at the date of this Agreement, LLDC;
    - (b) persons deriving title from the Developer; and
    - (c) the Developer's successors, assigns, transferees;
  - 1.2.9 references to LLDC include its successor bodies in function;
  - 1.2.10 "including" means "including without limitation";
  - 1.2.11 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;
  - 1.2.12 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
  - 1.2.13 any obligation, covenant, undertaking or agreement by the Developer or LLDC 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;
  - 1.2.14 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 any of the Parties 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 requesting Party(s).
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.



- 1.4 The "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 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.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate Approval agreement or other consent to be given or made by the LPA such expression of satisfaction certificate Approval agreement or other Consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 13 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 agreement or other consent for the purposes of this Agreement.
- 1.8 Where in this Agreement the fulfilment of an obligation, covenant or undertaking is subject to the obtaining or securing of Requisite Consents the Party obliged to fulfil that obligation, covenant or undertaking shall:-
- 1.8.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site on land within the ownership or control of the person obliged to attempt to secure such Requisite Consents; and
- 1.8.2 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 or on land that is not within its ownership or control

**PROVIDED THAT** in each case if the Developer or LLDC 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 1.8 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

- 1.9 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

## 2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to:
- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 (in so far as this Agreement does not contain planning obligations entered into pursuant to section 106 of the 1990 Act), sections 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 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 or by or to TfL 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 and by or against TfL (as applicable).

- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Developer's Land and, subject to Clauses 2.9, 2.9A, 2.10, 2.11 and 2.12 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 Developer's Land (other than a utility undertaker insofar as and to the extent that the relevant utility undertaker is occupying the relevant part of the Developer's Land in its capacity as a utility undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act and, in respect of those obligations, covenants and undertakings given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.4 The LLDC Covenants are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Developer's Land and the LLDC Covenants are entered into with the intent that they shall be enforceable against LLDC and the LLDC Successor and irrespective of whether LLDC and the LLDC Successor part with their interest in the Developer's Land or part of the Developer's Land LLDC and the LLDC Successor shall remain liable for the Compliance of the LLDC Covenants until the earliest of:
- 2.4.1 the date that such LLDC Covenant has been fully performed; and
- 2.4.2 the date that the LLDC Covenant Delivery Body is approved pursuant to paragraph 2.5 and such LLDC Covenant Delivery Body shall from the date of such approval be deemed to be the successor to LLDC and/or the LLDC Successor (as applicable) in respect of the LLDC Covenants (in whole or such part thereof) to the extent such LLDC Covenants are outstanding as at the date of the approval.
- 2.5 In the event that LLDC and/or the LLDC Successor considers that a body or person has become a LLDC Covenant Delivery Body then LLDC and/or the LLDC Successor shall provide details to the LPA of such body's or person's interest in the Site, commitment in respect of Clause 5.3 and covenant strength in light of those LLDC Covenants that are outstanding as at the date such details are provided and where the LPA agrees that such body or person should be a LLDC Covenant Delivery Body a deed shall be entered into between the Parties and the body or person who is to become the LLDC Covenant Delivery Body in which the LPA shall approve the body or person as the LLDC Covenant Delivery Body, such deed to
- 2.5.1 confirm that LLDC Covenant Delivery Body is bound under the terms of this Agreement pursuant to section 106 of the 1990 Act;
- 2.5.2 provide for the LLDC Covenant Delivery Body to covenant directly with TfL and directly with the LPA to perform and Comply with the LLDC Covenants to the extent such LLDC Covenants have not been satisfied in full as at the date of such deed; and
- 2.5.3 be entered into pursuant to the powers described in Clause 2.1 (as applicable as at the date of the such deed).

- 2.6 The Parties agree to enter into such deed as contemplated by Clause 2.5 as shall be necessary to give effect to that Clause.
- 2.7 Insofar as any of the LLDC Covenants are not capable of falling within section 106 of the 1990 Act, any such LLDC Covenant is entered into as an obligation, covenant and undertaking in pursuance of sections 4 and 5 of the Olympic Act, sections 201, 205 and 206 of the 2011 Act and, in respect of those LLDC Covenants given to TfL, in pursuance of section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.8 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 or TfL of any of their respective statutory powers functions or discretions.
- 2.9 Save in respect of the LLDC Covenants, 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 Developer's Land or its interest in respect of that part of the Developer's Land on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest or the granting of such Lease.
- 2.9A Subject to clauses 2.10.1 and 2.10.2 the obligations in this Agreement given by the Developer shall not be enforced against a third party who acquires a leasehold or freehold interest in the Developer's Land which is not sufficient to enable it to carry out and/or Occupy the Development (or any part thereof) such that it would trigger the relevant obligations.
- 2.10 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Residential Units, individual Non Residential Units or individual Interim Uses of the Development except in respect of the obligations in:
- 2.10.1 paragraph 15 of Schedule 3 (Affordable Housing) which shall be enforceable against owners, occupiers and lessees of Affordable Housing Units unless and until they exercise their statutory right to buy in the case of Social Rented Units or Staircase to 100% in the case of Shared Ownership Units; and
- 2.10.2 paragraphs 5.1.5 to 5.1.8 (inclusive), 5.2.5 to 5.2.8 (inclusive) and 5.3.2 to 5.3.4 (inclusive) of Schedule 8 which shall be enforceable against the lessee in occupation of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields respectively.
- 2.11 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 of 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.
- 2.12 Where any Developer (other than LLDC) considers that it should not be liable in whole or part in respect of an obligation contained in this Agreement which does not directly relate to that part of the Developer's Land in which such Developer has an interest, such Developer may apply to the LPA for written binding confirmation that the specified obligations cannot and will not be enforced against the Developer.
- 2.13 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets and in each case their respective statutory successors in function.

- 2.14 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
- 2.14.1 subject to Clause 2.14.2, if following the conclusion of such proceedings or challenge any of the Planning Permission is quashed then without prejudice to any liability which may have arisen pursuant to this Agreement prior to it being quashed, the provisions of this Agreement will cease to have any further effect as from the date upon which the Planning Permission is quashed save to the extent (if at all) that this Agreement remains relevant to any of the Planning Permission which has not been quashed;
  - 2.14.2 if Development is Commenced or (as applicable) continued under that part of the Planning Permission which has been quashed, the provisions of this Agreement relevant to such Development will remain in full force and effect and the LPA and, in respect of Clauses 2.2 to 2.5 (inclusive) and Schedule 2 (Transport) only, TfL shall be entitled to enforce the obligations, covenants and undertakings of this Agreement to the extent they relate to such Development; and
  - 2.14.3 the LPA shall as soon as reasonably practicable notify the Developer and TfL of the bringing of such proceedings or challenge.
- 2.15 Wherever in this Agreement reference is made to a date on which "proceedings or challenge in relation to the Planning Permission are concluded" (or cognate or similar expressions are used), the following provisions have application:
- 2.15.1 proceedings by way of judicial review are concluded:
    - (a) when permission to apply for judicial review has been refused and no further application may be made; or
    - (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
    - (c) when any appeal is finally determined.
  - 2.15.2 proceedings under section 288 of the 1990 Act or in respect of any other legal challenge are concluded:
    - (a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
    - (b) when any appeal is finally determined.
- 2.16 Save where a Subsequent Planning Permission has been granted which remains extant, this Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.17 Other than the Planning Permission and any Subsequent 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.

3. **CONDITIONALITY**

Save where expressly provided for in this Agreement and save in respect of the Post Commencement Obligations, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

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

4.1 The Developer on behalf of itself and its successors in title to the Developer's Land covenants with the LPA and, in respect of Schedule 2 (Transport) only, with TfL that it shall:

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

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

4.1.3 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at ~~the date of this Agreement~~ 28th September 2012 part of the Developer's Land unless otherwise agreed with the LPA it shall enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site;

4.1.4 notify the LPA of the Anticipated PDZ Commencement Date not less than three months prior to the actual Commencement of Development in each PDZ, and not Commence Development in any PDZ until such notice has been served;

4.1.5 notify the LPA of the Anticipated SPDZ Commencement Date not less than three months prior to the actual Commencement of Development in each SPDZ, and not Commence Development in any SPDZ until such notice has been served; and

4.1.6 notify the LPA (and TfL in respect of (h)-(k)) of the following dates and information within 5 (five) Working Days of the relevant date occurring:

- (a) the Commencement Date in each PDZ;
- (b) the Commencement Date in each SPDZ;
- (c) Occupation of the first Residential Unit in each PDZ;
- (d) Occupation of the first Residential Unit in each SPDZ;
- (e) Occupation of the first Residential Unit in each DP;
- (f) the number of Occupations at the end of Phase 2;
- (g) the number of Occupations at the end of Phase 3;
- (h) Occupation of 700 (seven hundred) Residential Units;
- (i) Occupation of 350 (three hundred and fifty) Residential Units; and
- ~~(j) Occupation of 3000 (three thousand) Residential Units; and~~

~~(k)(i)~~ Occupation of the first Residential Unit in PDZ2.

4.2 The Parties agree to enter into such deeds as contemplated by Clause 4.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.

5. **LLDC'S COVENANTS**

5.1 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA and, in respect of ~~Clause of~~ Clause 2.5 and Schedule 2 (Transport) only, with TfL that it shall:

5.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the LLDC Covenants;

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

5.1.3 if it acquires a freehold interest or is granted or acquires a Relevant Leasehold Interest in the Site which is not at ~~the date of this Agreement~~ 28th September 2012 part of the Developer's Land and at the date of such acquisition LLDC and the LPA are separate statutory bodies then unless otherwise agreed with the LPA it shall enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the relevant obligations, covenants and undertakings in this Agreement shall be binding on any such part of the Site.

5.2 The Parties agree to enter into such deeds as contemplated by Clause 5.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause.

5.3 LLDC on behalf of itself and its successors in function and its LLDC Successors covenants with the LPA to commit itself to observe and continue the aims and objectives of LLDC as at ~~the date of this Agreement~~ 28th September 2012 in promoting the Development, in particular in respect of the target aspirations of the Development and aims set out in this Agreement, and to carry out the viability review mechanism contained in Schedule 15 with the purpose of achieving such aims and objectives.

6. **TfL'S COVENANTS**

6.1 TfL hereby covenants with each of the LPA and the Developer that TfL will 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 TfL contained in Clause 8.9 and Schedule 2 (Transport).

6.2 TfL's approval or consent for any modification or variation of this Agreement shall only be required in respect of any modification or variation of:

6.2.1 Clauses 2.2 to 2.9 (inclusive), Clause 2.14.2 and Clauses 4 to 7 (inclusive) but only where such modification or variation relates to a covenant given to or by TfL;

6.2.2 Clause 8.9; and

6.2.3 Schedule 2 (Transport).

6.3 It is agreed between the Parties that as the covenants given to or by TfL relate to transport only, that upon execution TfL shall only initial the plans contained in Appendix 1, Appendix 3, Appendix 7, Appendix 8 and Appendix 10.

7. **THE LPA'S COVENANTS WITH THE DEVELOPER, LLDC AND TFL**

The LPA covenants with the Developer and with LLDC and, in respect of Clause 8.10 and Schedule 2 (Transport) only, with TfL 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.

8. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

8.1 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.

8.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from ~~the date of this Agreement~~ 28th September 2012 until the date such sums are paid.

8.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from ~~the date of this Agreement~~ 28th September 2012 until the date the sum or value falls to be considered or applied.

8.4 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the LPA.

8.5 In respect of any sums received pursuant to paragraphs 4.9.4 and 5.17 of Schedule 6 and paragraph 4.7 and 5.3.2 of Schedule 9 the LPA shall:

8.5.1 spend such sums on acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the population of the Development; and

8.5.2 consult with LLDC on which facilities to apply such sums towards and take account of any reasonable comments received from LLDC in writing.

8.6 Following receipt of any payments or financial contributions from the Developer and/or LLDC pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:

8.6.1 apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer or LLDC (as applicable); and

8.6.2 provide annual reports to the Developer or LLDC (as applicable) setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period and how such expenditure is expected to assist in meeting the needs of the population of the Development.

8.7 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution (being the Developer or LLDC) any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by LLDC or the Developer.

- 8.8 Where sums have been paid to the LPA under Schedule 2 (Transport) and the LPA has thereafter paid those sums to TfL, then the LPA's obligation to repay any such sums pursuant to Clause 8.7 shall be conditional upon the repayment of any such sums by TfL to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by TfL.
- 8.9 Following receipt of any payments or financial contributions from the LPA, the Developer and/or LLDC pursuant to paragraphs 1 and 2 of Schedule 2 (Transport), TfL covenants and undertakes to:
- 8.9.1 forthwith upon receipt to pay such payments or financial contributions into an interest bearing deposit account, from which the relevant payment or contribution together with its accrued interest can be identified from periodic statements until such time as such payments or financial contributions (or any part thereof) are required for the purposes identified in the relevant paragraphs of Schedule 2 (Transport);
  - 8.9.2 apply such payments or financial contributions only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 2 (Transport) **PROVIDED THAT** for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the principal sum paid by the LPA, the Developer or LLDC (as applicable); and
  - 8.9.3 from time to time upon reasonable written request by the LPA, the Developer and/or LLDC (but not more frequently than once every 6 (six) months) to provide the LPA, the Developer and/or LLDC (as applicable) with a breakdown of expenditure from the said contributions.
- 8.10 The LPA shall pay interest to TfL on the Bus Service Enhancement Contribution (as defined Schedule 2 (Transport)) paid by the Developer to the LPA pursuant to paragraph 1.1 of Schedule 2, such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid to the LPA by the Developer from the date of receipt of such part until the date of payment by the LPA to TfL but to be less any tax that may be payable by the LPA thereon.

9. **NOTICES**

- 9.1 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:
- 9.1.1 if delivered by hand, the next Working Day after the day of delivery; and
  - 9.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 9.2 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:**

Director of Planning Decisions (For the Attention of: Vivienne Ramsey)  
Olympic Delivery Authority - Planning Decisions Team  
Mailpoint 32B – 23rd Floor  
One Churchill Place  
Canary Wharf



London E14 5LN

with a copy to:

Chief Planner, Local Planning Authority (For the Attention of: Anthony Hollingsworth)  
Olympic Delivery Authority - Planning Decisions Team  
Mailpoint 32B – 23rd Floor  
One Churchill Place  
Canary Wharf  
London E14 5LN

**LLDC (which at ~~the date of this Agreement~~ 28th September 2012 includes the Developer):**

London Legacy Development Corporation Limited (For the Attention of: General Counsel)  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

**TfL:**

Transport for London (For the Attention of: The Head of Legal)  
Windsor House  
42-50 Victoria Street  
London SW1 0TL

9.3 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.

#### 10. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

10.1 Where in the opinion of the Developer or, in respect of an LLDC Covenant, LLDC any obligation, covenant, undertaking or other provision on the part of the Developer or LLDC (as applicable) contained in this Agreement has been satisfied wholly or in part, the Developer or LLDC 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. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

10.2 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 or, in respect of an LLDC Covenant, LLDC 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 or LLDC (as applicable) shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

10.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall request that the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets (and in each case their respective statutory successors in function) remove the entry in their respective Local Land Charges Register relating to this Agreement.

11. **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 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.

12. **REFUSAL NOTICE**

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

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

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

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

12.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 13.

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

12.3.1 not more than 5 (five) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

12.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 13 shall apply;

12.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.

12.4 In the event the LPA does not Approve the Submitted Document within the time period for Approving Submitted Documents set out in the Schedule to which the Submitted Document relates the following provisions shall apply:

12.4.1 not more than 5 (five) Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

12.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 13 shall apply;

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

(a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply; or

(b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 13 shall apply.

12.5 The LPA and the Developer may in agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 12.1 to 12.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

### 13. **DISPUTE RESOLUTION**

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

13.2 The Notice must specify:

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

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

13.2.3 the proposed Expert.

13.3 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 13.7 provides otherwise) to nominate the Expert at their joint expense.

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

13.5 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.

13.6 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.

13.7 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:

13.7.1 where the Dispute relates to:

- (a) Schedule 2 (Transport), the President of the Chartered Institute of Highways and Transportation;
- (b) Schedule 3, Schedule 4 and Schedule 5 (Affordable Housing, Family Housing and Sheltered Housing), the President of the Royal Institute of Chartered Surveyors;
- (c) Schedule 15 (Viability), the President of the Royal Institute of Chartered Surveyors.

14. **SLOT-IN APPLICATIONS-AND, SLOT IN-PERMISSIONS, ORIGINAL PERMISSION AND FIRST S73 PERMISSION**

14.1 The Developer covenants and undertakes to the LPA that after ~~the date of this Agreement~~ 28th September 2012 it shall enclose a Statement of Superseded Development with each Slot-In Application.

~~14.2~~ On The Developer shall as soon as reasonably practicable, and in any event:

14.2.1 no later than 31 December 2021, submit one or more Slot-in Applications to secure planning permission for PDZ 8 which permits a greater quantum of residential floorspace than is permitted in PDZ 8 by the Original Planning Permission; and

14.2.2 no later than 31 December 2021 submit one or more Slot-in Applications to secure planning permission for PDZ 12 which permits a greater quantum of residential floorspace than is permitted in PDZ 12 by the Original Planning Permission

and it is acknowledged that the intention of making such Slot-in Application(s) is to make up as much as possible of the shortfall in residential floorspace resulting from the implementation of the UCLE Slot-in Permission.

14.3 The Developer covenants and undertakes to the LPA:

~~14.1.1~~ 14.3.1 on the grant of a Slot-In Permission, the Developer covenants and undertakes to the LPA with effect from the date that development is Commenced under that Slot-In Permission unless otherwise agreed with the LPA not to further ~~implement~~ implement the Planning Permission and/or Subsequent Planning Permission insofar as and to the extent that the Planning Permission and/or Subsequent Planning Permission permit Superseded Development;

14.3.2 with effect from the date that the Planning Permission is Implemented, not to Implement (or further Implement as the case may be) the Original Planning Permission and/or the First S73 Permission and for the avoidance of doubt the Planning Permission shall be deemed to be Implemented upon Implementation of the UCLE Slot-in Permission.

15. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by LLDC or 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 LLDC or the Developer.

**16. 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.

**17. 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.

**18. THE LPA'S LEGAL COSTS**

The Developer agrees that it will pay the LPA's reasonable legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) within 14 (fourteen) days of receiving an invoice in relation to the same.

**19. JURISDICTION AND LEGAL EFFECT**

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

19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**20. TERMINATION OF OBLIGATIONS**

In respect of LLDC's and the Developer's obligations in this Agreement which do not have an end date or a restriction by which Compliance is required, at any time that is 16 (sixteen) years following the Commencement of Development in Phase 3 LLDC and/or the Developer (as applicable) may apply to the LPA for the LPA's written agreement (at its discretion but acting reasonably at all times in accordance with Clause 16) to terminate any of such obligations.

**21. 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.

**22. VARIATIONS**

22.1 Save in respect of any variation to the obligations in this Agreement given for the benefit of TfL or given by TfL, TfL shall not be required to be party to any deed of variation to this Deed.

**SCHEDULE 1**  
**TITLE NUMBERS TO DEVELOPER'S LAND**  
**PART 1**  
**FREEHOLD LAND**

1.	EGL266376	<del>19</del> <u>14.</u>	<del>EGL571226</del> <u>AGL221079</u>
2.	EGL533915	<del>20</del> <u>15.</u>	<del>EGL554302</del> <u>EGL562684</u>
3.	EGL557358	<del>21</del> <u>16.</u>	<del>EGL560513</del> <u>EGL571226</u>
<del>4.</del>	<del>EGL561666</del>	<del>22.</del>	<del>EGL554302</del>
<del>5.</del>	<del>EGL533903</del>	<del>23.</del>	<del>EGL573078</del>
<del>64.</del>	EGL533911	<del>24</del> <u>17.</u>	<del>EGL561244</del> <u>EGL560513</u>
<del>75.</del>	EGL562488	<del>25</del> <u>18.</u>	<del>EGL533909</del> <u>EGL561244</u>
<del>86.</del>	EGL533902	<del>26</del> <u>19.</u>	<del>EGL558925</del> <u>EGL533904</u>
<del>97.</del>	EGL527339	<del>27</del> <u>20.</u>	<del>EGL533913</del> <u>EGL533909</u>
<del>108.</del>	EGL571797	<del>28</del> <u>21.</u>	<del>EGL533916</del> <u>EGL558925</u>
<del>11.</del>	<del>EGL562116</del>	<del>29.</del>	<del>EGL533913</del>
<del>129.</del>	EGL572037	<del>30</del> <u>22.</u>	<del>EGL573100</del> <u>EGL533916</u>
<del>13.</del>	<del>EGL574494</del>	<del>31.</del>	<del>EGL573100</del>
<del>14</del> <u>10.</u>	EGL572930	<del>32</del> <u>23.</u>	<del>EGL533914</del> <u>EGL542902</u>
<del>15.</del>	<del>EGL562684</del>	<del>33.</del>	<del>EGL356763</del>
<del>16.</del>	<del>EGL561805</del>	<del>34.</del>	<del>EGL533914</del>
<del>17</del> <u>11.</u>	TGL342249	<del>35</del> <u>24.</u>	<del>TGL363543</del> <u>EGL533901</u>
<del>18</del> <u>12.</u>	EGL533910	<del>36</del> <u>25.</u>	<del>EGL556410</del> <u>EGL570920</u>
<del>37</del> <u>13.</u>	<del>AGL221079</del> <u>TGL363543</u>	<del>26.</del>	<del>63864</del>

**PART 2**  
**LEASEHOLD LAND**

<del>1.</del>	<del>63721</del>	<del>8.</del>	<del>NGL402655</del>
<del>21.</del>	EGL151055	<del>96.</del>	EGL526862
<del>32.</del>	EGL157814	<del>107.</del>	EGL548490
<del>43.</del>	EGL221056	<del>118.</del>	EGL548491
<del>54.</del>	EGL428163	<del>129.</del>	<del>EGL10453</del> <u>NGL357211</u>

<del>6.</del>	EGL534233	<del>13.</del>	EGL10453
<del>7.</del>	NGL80118	<del>10.</del>	AGL411945

**Part 3**

**LAND OVER WHICH THE DEVELOPER HAS AN EQUITABLE INTEREST**

<del>1.</del>	EGL7626
<del>2.</del>	EGL553508

An unregistered leasehold interest in the land shown as L18 and L19 as marked on Plan A at Appendix 3.

## SCHEDULE 2

### TRANSPORT

#### RECITALS

- (A) The transport assessment submitted in support of the Original Planning Application dated September 2011 (and the transport addendum submitted in February 2012) recognises the need to mitigate the transport impacts of the Development by improving connectivity with adjacent areas by walk, cycle and public transport, providing adequate public transport and facilities and undertaking off-site mitigation measures. This need for mitigation is recognised by LLDC and funding has accordingly been committed to secure these measures. The need will increase as more of the Development is occupied from Commencement through to Completion and funding is matched to these increased requirements.
- (B) Along with LLDC, the LPA, TfL and the local highway authorities will be important contributors to the development and delivery of the measures.
- (C) The necessary improvements to Bus Infrastructure and bus services have been identified in outline and a procedure for bringing forward detailed measures is set out in this Schedule.
- (D) A framework, the Legacy Transport Group (LTG), for monitoring the effects of the Development, identifying, developing and bringing forward Off Site measures to mitigate the impacts of the Development by improving connectivity has been agreed. The objective and processes of the LTG and the procedures for developing schemes are described in this Schedule and Appendix 10. The LTG's initial priorities include helping secure improved access to Hackney Wick Station and to Stratford Regional Station from the south-west. The LTG will, as appropriate, establish sub-groups to assist in developing such measures and mitigation.
- (E) The LTG will also be responsible for oversight of the Construction Transport Management Group, which will act as a sub-group of the LTG.
- (F) The LTG will take over the responsibilities of the OPTEMS Group that oversees the section 106 transport contributions, the identification of and implementation of measures to mitigate the transportation effects of the Olympic Development.

#### DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Bridge Safeguarding Zone"** means the area shown hatched pink on the plan contained in Appendix 7 being the area of land within PDZ1 which is safeguarded until 1 January 2018 for the construction of the Carpenter's Land Bridge;
- "Bus Infrastructure"** means, subject to paragraph 2.7, 20 new bus stops and the relocation of 2 bus stops to allow passengers to board and alight Scheduled Bus Services including posts and flags (specifying the bus stop name, relevant bus route numbers and the bus stop code) and bus shelters all in the locations identified on the plan contained in Appendix 8;



"Bus Infrastructure Contribution"	means the sum of <del>£288,000</del> <u>£261,818.20</u> (two hundred and <del>eighty-eight</del> <u>sixty one</u> thousand <u>eight hundred and eighteen</u> pounds <u>twenty pence</u> ) (Indexed) to be applied in accordance with paragraph 2;
"Bus Infrastructure Programme"	means a programme for the delivery of the Bus Infrastructure taking into account the delivery of the Bus Routes by the Developer and the delivery of Bus Service Enhancements by TfL under the Sponsored Route Agreement(s);
"Bus Route"	means those roads provided as part of the Development over which TfL will operate Scheduled Bus Services;
"Bus Service Enhancements"	means <ol style="list-style-type: none"><li>1. capacity enhancements to and/or re-routing of and/or extensions to bus services in order to service the Development and satisfy customer demand generated by the Development including (but not limited to) the re-routing of bus services and/or the extension of bus services through the Development along those corridors (or others agreed between the LPA and TfL in consultation with LLDC) shown on the Bus Service Enhancement Plan; and</li><li>2. any other relevant bus service enhancement considered by TfL to be suitable for servicing or supporting the Development as agreed in writing with the LPA (in consultation with LLDC);</li></ol>
"Bus Service Enhancement Contribution"	means the gross sum of <del>£6,590,000 (six</del> <u>5,087,018.93</u> <del>five million five hundred and ninety-eight</del> <u>seven</u> thousand <u>and eighteen</u> pounds <u>ninety three pence</u> ) (Indexed) to be applied in accordance with paragraph 1;
"Bus Service Enhancement Plan"	means the plan contained in Appendix 8;
"Car Club"	means a club or clubs which residents and employees of the Development may join and which will provide cars available for hire to members, such club or clubs comprising car parking spaces provided in accordance with Condition LCS0.255;
"Car Club Contribution"	means a total of £160,000 (one hundred and sixty thousand pounds) (Indexed);
"Car Club Details"	means the details listed in paragraph 5.1;
"Carpenter's Land Bridge"	means a bridge between <u>PDZ4</u> <u>PDZ1A</u> and zone 2 of the development known as Stratford City;
"CPZ"	means controlled parking zone;
"CPZ Contribution"	means a contribution, the amount (£) of which to be agreed between the Developer and the Relevant Local

	Highway Authority, payable by the Developer to the Relevant Local Highway Authority for the purposes of extending any existing CPZ to include any roads within the Development that are dedicated as highway maintainable at the public expense or for the creation of new CPZs for any roads within the Development that are dedicated as highway maintainable at the public expense;
<b>"Development Parcel Phasing Plans"</b>	means the development parcel phasing plan to be submitted to the LPA with all ZMPs pursuant to Condition LCS0.42 as the same may be varied pursuant to Condition LCS0.45;
<b>"Hackney Wick Station Contribution"</b>	means the sum of £4,000,000 (four million pounds) (Indexed) to be applied in accordance with paragraph 7.4;
<b>"Hackney Wick Station Works"</b>	means the upgrade works to Hackney Wick Station comprising disability and discrimination compliance works, access improvements (including the provision of lifts and ramps and associated ticket hall improvements) and connectivity improvements from Hackney Wick to the Olympic Park;
<b>"Lea Interchange Study"</b>	means a study into the feasibility of improving the north and south bound cycle and pedestrian connections at the Lea Interchange, such study to have regard to any existing studies on the same connections;
<b>"Leyton Station Works"</b>	means the provision of cycle racks at Leyton Station or, in the event cycle facilities at Leyton Station have already been improved and cycle racks provided or funds have been committed to provide such cycle racks, works to improve pedestrian and cycle access between the Development and Leyton Station;
<b>"London Interbank Market"</b>	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
<b>"LTG"</b>	means the Legacy Transport Group;
<b>"LTG Account"</b>	means the account to be set up for the purpose of receiving the Unspent OPTEMS Contribution, the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution, the Stratford Regional Station Contribution and any other deposits that may be made into the LTG Account pursuant to this Schedule 2;
<b>"LTG Funds"</b>	means the total amount (£) held at any time in the LTG Account;
<b>"LTG Operating Procedures"</b>	means the operating procedures for the LTG set out in Appendix 9;
<b>"Member of the LTG"</b>	means any member of the LTG;

**"Net SRA Amount"**

means the amount of funding (net) agreed between the LPA and TfL in respect of TfL's expenditure incurred or to be incurred in the provision of Bus Service Enhancements pursuant to the relevant Sponsored Route Agreement and which amount is to be paid by the LPA to TfL from the Bus Service Enhancement Contribution in accordance with the provisions of paragraph 1 and the use of "net" should be construed accordingly;

**"Offsite Junctions"**

means the following junctions:

1. Leyton Ladder;
2. Stratford High Street/Bow Roundabout;
3. Tredegar Road;
4. A106 Ruckholt Road;
5. A106 Ruckholt Road/Orient Way;
6. B118 Old Ford Road/Parnell Road;
7. A118 Stratford Gyratory/The Grove;
8. A112 West Ham Lane/Victoria Street;
9. A1011 Manor Road/Mitre Road;
10. A112 High Street/A114 Clegg Street;
11. A112 High Street/The Broadway/Balaam Street;
12. A106 Wick Road/Victoria Park Road;
13. A106 Wick Road/Cassland Road; and
14. Wick Lane/Monier Road

**"Offsite Junctions and Connections Contribution"**

means the total sum of ~~£3,533,000~~ £2,987,943.40 (two million ~~five~~nine hundred and ~~thirty~~three ~~eighty~~seven thousand ~~nine~~hundred and forty ~~three~~four pounds ~~forty~~four pence) (Indexed) to be applied for the purposes of:

1. the Offsite Junction Works; and
  2. the Pedestrian and Cycle Connection Works
- and in accordance with paragraph 7.5;

**"Offsite Junction Works"**

means:

1. works to enhance the operation of the Offsite Junctions so as to mitigate the transport impacts of the Development; and
2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on

	junctions;
<b>"OPTEMS Account"</b>	means the account set up and administered in accordance with the terms of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
<b>"OPTEMS Group"</b>	means the group established pursuant to Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2);
<b>"PDZ Car Club Allocation"</b>	means details as to how the Car Club Contribution is to be allocated across some or all of the PDZs;
<b>"Pedestrian and Cycle Connections"</b>	means the following pedestrian and cycle connections: <ol style="list-style-type: none"><li>1. Monier Road from H14 to Wandsbeck Road roundabout;</li><li>2. H16 along Stour Road to Smeed Road to Dace Road to Greenway;</li><li>3. Dace Road to Old Ford Lock;</li><li>4. Lea Interchange Study;</li><li>5. Leyton Station Works;</li><li>6. the link between Bridge H10 and Hackney Wick along Prince Edward Road and Wallis Road to the Hackney Wick Station access ramp; and</li><li>7. White Post Lane to the Hepscott Road Hackney Wick Station access ramp.</li></ol>
<b>"Pedestrian and Cycle Connection Works"</b>	means: <ol style="list-style-type: none"><li>1. works to improve the Pedestrian and Cycle Connections so as to mitigate the transport impacts of the Development; and</li><li>2. such other works as may be considered necessary by a Member of the LTG to mitigate the transport impacts of the Development on pedestrian and cycle routes including access to public transport;</li></ol>
<b>"Primary Roads"</b>	means the routes shown dashed purple and dashed pink on the plan contained in Appendix 10;
<b>"Relevant Local Highway Authority"</b>	means the local highway authority for the highway that is the subject of the relevant obligation contained in this Agreement;
<b>"Remaining Funds"</b>	has the meaning assigned to in paragraph 3.3;
<b>"Report"</b>	means a report detailing the Bus Service Enhancements to be carried out by TfL and containing

the information required under paragraph 1.4, such report to be submitted by TfL to the LPA and the Developer;

<b>"Review Report"</b>	means a report monitoring and reviewing a Sponsored Route Agreement and the provision of the Bus Infrastructure and containing the information required under paragraph 3.1, such report to be submitted by TfL to the LPA and the Developer;
<b>"Scheduled Bus Services"</b>	means bus services primarily controlled by TfL and which are provided at scheduled times in accordance with TfL considerations and requirements and pursuant to the demands of the Development;
<b>"Secondary Roads"</b>	means the routes shown dashed blue and dashed turquoise on the plan contained in Appendix 10;
<b>"Sponsored Route Agreement"</b>	means an agreement between TfL and the LPA in relation to the provision by TfL of Bus Service Enhancements, such agreement to set out the Net SRA Amount and the details of payment of the Net SRA Amount and references to "Sponsored Route Agreement" includes references to any other arrangement or document that may replace or supersede the requirement for such an agreement in the future;
<b>"Stratford Regional Station Contribution"</b>	means the sum of £200,000 (two hundred thousand pounds) (Indexed) to be applied in accordance with paragraph 7.3;
<b>"Stratford Regional Station Works"</b>	means works and measures (including design and feasibility studies) in respect of a new south west entrance to Stratford Regional Station from Carpenter's Road Estate or, in the event such new entrance has been provided or funds have been committed to provide such new entrance, improvements on/to Gibbins Road to access the Stratford Regional Station;
<b>"Unspent OPTEMS Contribution"</b>	means the amount (£) transferred from the OPTEMS Account to the LTG Account on the date the LTG is established to operate in accordance with the provisions of this Schedule 2;
<b>"Zonal Travel Plan"</b>	means a travel plan to be submitted to the LPA pursuant to Condition LCS0.195 in respect of each PDZ.

## **OPERATIVE PROVISIONS**

### **1. BUS SERVICE ENHANCEMENTS**

#### **1.1 LLDC covenants with the LPA and with TfL:**

- 1.1.1 not more than one month prior to the anticipated Occupation of 700 (seven hundred) Residential Units which are permitted to be constructed across the Development to calculate the amount by which £1,575,000 of the Bus Service Enhancement Contribution is increased in accordance with clause

8.2 (the "First Additional Payment") and to then pay such sums to the LPA as follows:

- (a) £315,000 of the Bus Service Enhancement Contribution and 1/5 of the First Additional Payment on or before Occupation of 700 (seven hundred) Residential Units permitted to be constructed across the Development;
- (b) £315,000 of the Bus Service Enhancement Contribution and 1/5 of the First Additional ~~Payment~~Payment on or before the first anniversary of the payment made pursuant to paragraph 1.1.1(a); and
- (c) £315,000 of the Bus Service Enhancement Contribution and 1/5 of the First Additional Payment on or before the second anniversary of the payment made pursuant to paragraph 1.1.1(a);
- (d) £315,000 of the Bus Service Enhancement Contribution and 1/5 of the First Additional Payment on or before the third anniversary of the payment made pursuant to paragraph 1.1.1(a);
- (e) £315,000 of the Bus Service Enhancement Contribution and 1/5 of the First Additional Payment on or before the fourth anniversary of the payment made pursuant to paragraph 1.1.1(a);

1.1.2 not more than one month prior to the anticipated Occupation of 3,000 (three thousand) Residential Units permitted to be constructed across the Development to calculate the amount by which ~~£450,000~~£380,588 of the Bus Service Enhancement Contribution is increased in accordance with clause 8.2 (the "Second Additional Payment") and to then pay such sums to the LPA as follows:

- (a) £90,000 of the Bus Service Enhancement Contribution and 1/5 of the Second Additional Payment on or before Occupation of 3,000 (three thousand) Residential Units permitted to be constructed across the Development;
- (b) £90,000 of the Bus Service Enhancement Contribution and 1/5 of the Second Additional Payment on or before the first anniversary of the payment made pursuant to paragraph 1.1.2(a);
- (c) £90,000 of the Bus Service Enhancement Contribution and 1/5 of the Second Additional Payment on or before the second anniversary of the payment made pursuant to paragraph 1.1.2(a);
- (d) £90,000 of the Bus Service Enhancement Contribution and 1/5 of the Second Additional Payment on or before the third anniversary of the payment made pursuant to paragraph 1.1.2(a);
- (e) ~~£90,000~~£20,588 of the Bus Service Enhancement Contribution and 1/5 of the Second Additional Payment on or before the fourth anniversary of the payment made pursuant to paragraph 1.1.2(a);

1.1.3 not more than one month before the anticipated Occupation of ~~any~~350 (three hundred and fifty) Residential Units permitted to be constructed in ~~PDZ2~~PDZ4 or 50% (fifty percent) of the Residential Units permitted to be constructed in PDZ4 (which ever is earlier) to calculate the amount by which ~~£4,565,000~~£3,131,430.93 of the Bus Service Enhancement Contribution is increased in accordance with clause 8.2 (the "Third Additional Payment") and to then pay such sums to the LPA as follows:

- (a) £913,000 of the Bus Service Enhancement Contribution and ~~1/54~~ of the Third Additional Payment on or before Occupation of ~~any~~ 350 Residential Units permitted to be constructed in ~~PDZ2; PDZ4 or 50% (fifty percent) of the Residential Units permitted to be constructed in PDZ4 (which ever is earlier);~~
- (b) £913,000 of the Bus Service Enhancement Contribution and ~~1/54~~ of the Third Additional Payment on or before the first anniversary of the payment made pursuant to paragraph 1.1.3(a);
- (c) £913,000 of the Bus Service Enhancement Contribution and ~~1/54~~ of the Third Additional Payment on or before the second anniversary of the payment made pursuant to paragraph 1.1.3(a); and
- (d) ~~£913,000~~ 392,439.93 of the Bus Service Enhancement Contribution and ~~1/54~~ of the Third Additional Payment on or before the third anniversary of the payment made pursuant to paragraph 1.1.3(a); and.
- ~~(e) £913,000 of the Bus Service Enhancement Contribution and 1/5 of the Third Additional Payment on or before the fourth anniversary of the payment made pursuant to paragraph 1.1.3(a).~~

and each of the payments made pursuant to paragraph 1.1.1-1.1.3 is separately referred to as a "Payment" and for the avoidance of doubt none of the Payments shall (save where expressly set out in paragraphs 1.1.1 — 1.1.3) be further increased in accordance with clause 8.2.

1.2 The Developer covenants not to Occupy:

- 1.2.1 more than 700 (seven hundred) Residential Units permitted to be constructed across the Development unless and until LLDC has made the payment set out in paragraph 1.1.1(a) above;
- 1.2.2 any more Residential Units following the fourth anniversary of the date of the payment made pursuant to paragraph 1.1.1(a) unless and until LLDC has made the payments set out in paragraph 1.1.1(a)-(e) above;
- 1.2.3 more than 3,000 (three thousand) Residential Units permitted to be constructed across the Development unless and until LLDC has made the payment set out in paragraph 1.1.2(a) above;
- 1.2.4 any more Residential Units following the fourth anniversary of the date of the payment made pursuant to paragraph 1.1.2(a) unless and until LLDC has made the payments set out in paragraph 1.1.2(a)-(e) above;
- 1.2.5 any more than 350 Residential Units permitted to be constructed in ~~PDZ2~~ PDZ4 unless and until LLDC has made the payment set out in paragraph 1.1.3(a) above;
- 1.2.6 any more Residential Units following the ~~fourth~~ third anniversary of the date of the payment made pursuant to paragraph 1.1.3(a) unless and until LLDC has made the payments set out in paragraph 1.1.3(a)-~~(e)~~ (d) above.

1.3 Within 7 (seven) Working Days of receipt of each Payment (or any part of a Payment), the LPA shall notify TfL in writing of the total amount of the Bus Service Enhancement Contribution that the LPA is holding at the time of such notice.

- 1.4 TfL may at any time from the Commencement of the Development submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a Report detailing:
- 1.4.1 its proposals for the relevant Bus Service Enhancements;
  - 1.4.2 without prejudice to the agreed content of any subsequent Bus Infrastructure Programme, whether such proposals require any Bus Infrastructure;
  - 1.4.3 the estimated cost (gross and net) of such Bus Service Enhancements, including the amount of funding (net) TfL requires from the Bus Service Enhancement Contribution (such amount to be less any Remaining Funds that TfL elects to offset pursuant to paragraph 3.3.1) **PROVIDED THAT** the gross cost of such Bus Service Enhancements cannot be in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph ~~Error! Reference source not found.~~[1.1](#) and **FURTHER PROVIDED THAT** in the event that TfL elects to spend (or commit to spend) any amount of the Bus Service Enhancement Contribution pursuant to paragraph 1.10 TfL shall not be restricted by the amount (if any) of the Bus Service Enhancement Contribution held by the LPA at any one time but that the gross cost of such spending or commitment to spend shall not exceed the total amount of the Bus Service Enhancement Contribution or the total amount of that part of the Bus Service Enhancement Contribution that remains due to the LPA pursuant to paragraph ~~Error! Reference source not found.~~[1.1](#);
  - 1.4.4 the estimated date for when the identified amount of funding (net) from the Bus Service Enhancement Contribution is likely to be required, including whether payments are to be phased; and
  - 1.4.5 the estimated timetable for delivery of such proposals (including any required Bus Infrastructure but without prejudice to the agreed content of any subsequent Bus Infrastructure Programme), taking into account the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.
- 1.5 Following the consultation carried out pursuant to paragraph 1.4, TfL may at any time submit to LLDC and the LPA for consultation (such consultation to be for a minimum of 30 (thirty) Working Days) a draft Sponsored Route Agreement for the proposals detailed in the Report, such draft Sponsored Route Agreement to have regard to any reasonable written comments submitted to TfL by LLDC and/or the LPA during the consultation on the Report.
- 1.6 Following the consultation carried out pursuant to paragraph 1.5 and where TfL still requires funding from Bus Service Enhancement Contribution for the proposals detailed in the draft Sponsored Route Agreement, TfL and the LPA shall make any amendments they both consider to be reasonably necessary to the draft Sponsored Route Agreement having regard to any reasonable written comments submitted by LLDC.
- 1.7 The LPA will not pay any part of the Bus Service Enhancement Contribution received from LLDC pursuant to paragraph ~~Error! Reference source not found.~~[1.1](#) to TfL in respect of proposals detailed in a Report unless and until:
- 1.7.1 paragraphs ~~1.4 to 1.6~~[1.4](#) to [1.6](#) (inclusive) have been complied with by TfL (unless TfL has obtained the prior written agreement of the LPA to any amendment to the requirements of paragraphs ~~1.4 to 1.6~~; and [1.4](#) to [1.6](#));  
[and](#)



- 1.7.2 TfL has entered into a Sponsored Route Agreement with the LPA in respect of such proposals.
- 1.8 The LPA shall pay to TfL the Net SRA Amount as set out in the completed Sponsored Route Agreement on such payment date or dates as set out in the completed Sponsored Route Agreement **PROVIDED THAT** TfL cannot require funds to be paid to it from the Bus Service Enhancement Contribution in excess of the amount of the Bus Service Enhancement Contribution being held by the LPA at any one time pursuant to paragraph ~~Error! Reference source not found.~~ 1.1.
- 1.9 TfL may submit such number of Reports and enter into such number of Sponsored Route Agreements as it considers necessary in order to carry out the relevant Bus Service Enhancements **PROVIDED THAT** LLDC cannot be required to pay to the LPA more than the total amount of the Bus Service Enhancement Contribution.
- 1.10 TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Service Enhancement Contribution for Bus Service Enhancements at any time after the Commencement of the Development irrespective of the amount of the Bus Service Enhancement Contribution held by the LPA at any given time **SUBJECT ALWAYS TO** TfL in advance of spending (or committing to spend) such sums complying with paragraphs 1.4 to 1.6 (inclusive) and entering into a Sponsored Route Agreement with the LPA so as to obtain the prior agreement of the LPA to such spending (or commitment to spend).
- 1.11 LLDC shall provide any information reasonably requested by TfL as soon as reasonably practicable to enable TfL to prepare the Report referred to in paragraph 1.4, such information to include the anticipated delivery of the Bus Routes and any variations made to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and/or the Planning Permission.
- 1.12 Nothing in this paragraph shall fetter TfL's standard statutory consultation process in relation to Bus Service Enhancements.
- 1.13 Upon the first payment date set out in each completed Sponsored Route Agreement the LPA shall deposit into the LTG Funds the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount.

## 2. BUS INFRASTRUCTURE

- 2.1 LLDC covenants with the LPA and with TfL that it shall:
- 2.1.1 pay £100,000 (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development; and
- 2.1.2 pay ~~£188,000~~ £161,818.20 (one hundred and ~~eighty-eight~~ sixty one thousand ~~eight hundred and eighteen~~ pounds and twenty pence) (Indexed) from the Bus Infrastructure Contribution to TfL prior to the Occupation of ~~any more than 3,000~~ Residential Units ~~permitted to be constructed in PD22~~.
- 2.2 The Developer covenants with the LPA and with TfL that it shall not:
- 2.2.1 Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until £100,000 (one hundred thousand pounds) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.1; and

- 2.2.2 Occupy ~~any more than 3,000 Residential Units permitted to be constructed in PDZ2~~ unless and until ~~£188,000~~ £161,818.20 (one hundred and ~~eighty eight~~ sixty one thousand ~~eight hundred and eighteen pounds and twenty pence~~) (Indexed) from the Bus Infrastructure Contribution has been paid to TfL pursuant to paragraph 2.1.2.
- 2.3 TfL, the LPA and LLDC will use Reasonable Endeavours to agree the Bus Infrastructure Programme as soon as reasonably practicable following Commencement of Development.
- 2.4 No later than the Occupation of 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development, TfL, the LPA and LLDC shall agree the Bus Infrastructure Programme **PROVIDED THAT** in the event the anticipated delivery of the Bus Routes changes TfL, the LPA and LLDC shall agree any consequential variations to the Bus Infrastructure Programme as soon as reasonably practicable and having regard to the Outline Site Wide Phasing Plan, Development Parcel Phasing Plans and the Planning Permission.
- 2.5 TfL shall spend the Bus Infrastructure Contribution on the Bus Infrastructure in accordance with the Bus Infrastructure Programme (as may be varied in accordance with paragraph 2.4) and on the Bus Infrastructure required for the Bus Service Enhancements the subject of any completed Sponsored Route Agreement and which have been consulted on pursuant to paragraph 1.4.
- 2.6 Further to paragraph 2.5, TfL may spend (or commit to spend) sums equal to the whole or a part of the Bus Infrastructure Contribution for Bus Infrastructure at any time after the Commencement of the Development irrespective of the amount of the Bus Infrastructure Contribution held by TfL at any given time **SUBJECT ALWAYS TO TfL** in advance of spending (or committing to spend) such sums agreeing the Bus Infrastructure Programme with the LPA and LLDC so as to obtain the agreement of the LPA and LLDC to the delivery of the Bus Infrastructure.
- 2.7 The Bus Infrastructure may be provided in any such other locations or in any such other number of locations as agreed in writing between TfL, the LPA and LLDC **PROVIDED THAT** the agreement of TfL, the LPA and LLDC shall not be required where the actual location of the Bus Infrastructure deviates by less than 50m from the locations shown on the drawing contained in Appendix 8 (measured from the closest edges of the yellow markers (with the London Buses symbol within) on the said drawing) and **PROVIDED FURTHER THAT** TfL shall not be required to obtain the agreement of the LPA and LLDC where the actual location of the Bus Infrastructure is not within the Site or the Park.
- 2.8 **Access and Use**
- 2.8.1 The Developer shall, if requested by TfL, in respect of Bus Routes on unadopted roads:
- (a) grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL to enable all necessary access to install, clean, maintain and periodically replace the Bus Infrastructure;
  - (b) permit TfL and its agents, at no cost to TfL, to operate Scheduled Bus Services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to facilitate the same; and

- (c) permit people to access the carriageways and footways within the Development at all times for the purposes of boarding and alighting Scheduled Bus Services.

2.8.2 The Developer shall, in respect of unadopted Bus Routes:

- (a) maintain in good working order the Bus Routes on unadopted roads (including bus stops and bus stands) within the Development such that they remain suitable for safe use by Scheduled Bus Services (and associated passengers and drivers); and
- (b) make available for use at all times by Scheduled Bus Services the unadopted Bus Routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TfL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the LPA in consultation with TfL).

### 3. TFL'S REVIEW REPORT TO THE LPA AND LLDC

3.1 TfL shall submit to the LPA and LLDC and the LTG a Review Report every 12 (twelve) months, the first Review Report to be submitted on the earlier of (a) the 12 (twelve) month anniversary of TfL and the LPA entering into the first Sponsored Route Agreement and (b) the 12 month anniversary of the start of the Bus Infrastructure Programme and the last report to be submitted on the later of (1) 4 (four) weeks after the expiration of the last Sponsored Route Agreement and (2) 4 (four) weeks after the conclusion of the Bus Infrastructure Programme.

3.2 Each Review Report to contain the following information:

- 3.2.1 progress in delivering the Bus Service Enhancements set out in the Sponsored Route Agreement, such progress to be compared against the timetable for delivery of such enhancements set out in the Report;
- 3.2.2 progress in delivering the Bus Infrastructure required for the Bus Service Enhancements, such progress to be compared against the Bus Infrastructure Programme;
- 3.2.3 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report;
- 3.2.4 details of TfL's expenditure (both actual and committed) for the previous 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and applied to delivering the Bus Infrastructure required for the Bus Service Enhancements;
- 3.2.5 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Service Enhancement Contribution in respect of the Sponsored Route Agreement the subject of the Review Report; and
- 3.2.6 details of TfL's forecast spend for the forthcoming 12 (twelve) month period of the amount received from the Bus Infrastructure Contribution and forecast to be applied to delivering the Bus Infrastructure required for the Bus Service Enhancements.

3.3 In the event that the final Review Report submitted to the LPA in respect of any Sponsored Route Agreement identifies unspent and/or uncommitted funds from the

Bus Service Enhancement Contribution and/or the Bus Infrastructure Contribution ("Remaining Funds"),

- 3.3.1 where there is to be a proceeding Sponsored Route Agreement, TfL may elect to retain such Remaining Funds to offset such Remaining Funds from any future funding (net) that it requires from the Bus Service Enhancement Contribution; or
  - 3.3.2 where this is no proceeding Sponsored Route Agreement or where TfL does not make an election pursuant to paragraph 3.3.1, TfL shall pay the Remaining Funds to the LPA together with associated interest (such interest to be calculated in respect of each part of the Bus Service Enhancement Contribution paid by the LPA to TfL from the date of receipt of such part until the date of payment by TfL to the LPA) within 20 (twenty) Working Days of submitting the Review Report to the LPA pursuant to paragraph 3.1.
- 3.4 In the event that the LPA receives any Remaining Funds from TfL pursuant to paragraph 3.3, the LPA shall add such Remaining Funds to the LTG Funds by depositing the Remaining Funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).
- 3.5 In the event that on the fifth anniversary of the Completion of the Development the LPA holds all or part of the Bus Service Enhancement Contribution paid to it by the Developer pursuant to paragraph ~~Error! Reference source not found.~~[1.1](#) that is not otherwise committed funds under a completed Sponsored Route Agreement, the LPA shall add such funds to the LTG Funds by depositing such funds into the LTG Account for the LTG to apply in accordance with LTG Operating Procedures (having regard to the Outline Site Wide Phasing Plan, the Development Parcel Phasing Plans and the Planning Permission).

#### 4. CONTROLLED PARKING ZONES AND ADOPTION OF ROADS

- 4.1 The Developer shall notify the LPA in writing in the event any roads that form part of the Development are to be dedicated as highway maintainable at the public expense and shall use Reasonable Endeavours to secure the adoption of such roads as highway maintainable at the public expense by entering into such necessary agreements as may be required by the Relevant Local Highway Authority.
- 4.2 The Developer covenants to pay the CPZ Contribution to the Relevant Local Highway Authority in accordance with the terms of any agreement entered into under section 38 of the Highways Act 1980 or under any other enabling legislation.
- 4.3 For the avoidance of doubt save where expressly stated to the contrary in respect of specific roads, nothing in this Agreement shall be taken as evidence of the Developer's intention to dedicate any road that forms part of the Development.

#### 5. CAR CLUB

- 5.1 At the same time as submitting the site wide car parking management strategy to the LPA for approval pursuant to Condition LCS0.204, the Developer shall also submit to the LPA for Approval:
  - 5.1.1 the PDZ Car Club Allocation;
  - 5.1.2 the options of the financial incentives and other measures on which the PDZ Car Club Allocation could be spent to encourage residents and occupiers of the Development to use the Car Club;

5.1.3 details as to how the PDZ Car Club Allocation and the options of the financial incentives and other measures are to be reviewed to enable the most effective use of the Car Club Contribution to encourage residents and occupiers of the Development to use the Car Club

(together the "Car Club Details").

5.2 The Developer shall not Occupy any Residential Units across the Development until the LPA has Approved the Car Club Details.

5.2 A At any time after the LPA has Approved the Car Club Details the Developer may submit revised Car Club Details including a revised PDZ Car Club Allocation for Approval PROVIDED THAT it shall not submit such details for approval more than once every 12 months.

5.3 In respect of each PDZ, subject to paragraph 5.5, from Occupation of any Residential Units in that PDZ the Developer shall use Reasonable Endeavours to enter into a contract for a Car Club for that PDZ on commercially viable terms with an operator who has experience of running similar schemes.

5.4 In the event the Developer does enter into a contract with a car club operator and the PDZ the subject of the Car Club is identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details, the Developer shall, subject to paragraph 5.8, spend that PDZ Car Club Allocation on one or more of the financial incentives or other measures identified in the Approved Car Club Details.

5.5 In the event that the use of Reasonable Endeavours to enter into a contract for a Car Club in any PDZ in accordance with paragraph 5.3 does not result in completion of a contract with a car club operator as at the Occupation of 50% of the Residential Units in that PDZ, the Developer shall submit a detailed written statement to the LPA for Approval explaining why a contract for the Car Club has not been entered into (the "Car Club Statement") and the obligation in paragraph 5.3 shall fall away upon the Approval of the Car Club Statement.

5.6 Where a Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5 is to be Approved and the PDZ the subject of such Car Club Statement is identified in the Approved Car Club Details as having a PDZ Car Club Allocation, the Approval to the Car Club Statement shall either:

5.6.1 state that that PDZ Car Club Allocation is to be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or

5.6.2 identify the measures detailed in the Zonal Travel Plan for that PDZ on which the PDZ Car Club Allocation for that PDZ is to be spent together with a timetable for the implementation of those measures PROVIDED THAT the cost of such measures shall not exceed the amount of the PDZ Car Club Allocation for the applicable PDZ.

5.7 Where the Approval to the Car Club Statement (such Car Club Statement submitted to the LPA for Approval pursuant to paragraph 5.5) identifies measures on which the applicable PDZ Car Club Allocation is to be spent (pursuant to paragraph 5.6.2), the Developer shall spend such PDZ Car Club Allocation on the identified measures in accordance with the timetable for implementation as set out in the Approval.

5.8 The Developer and the LPA may agree that where an amount less than a PDZ Car Club Allocation is needed on one or more of the financial incentives or other measures identified in the Approved Car Club Details in respect of any Car Club in any PDZ, the relevant PDZ Car Club Allocation shall be so reduced and the amount not spent shall:

- 5.8.1 be redistributed to other PDZs identified as receiving a PDZ Car Club Allocation in the Approved Car Club Details; or
- 5.8.2 the LPA and the Developer shall identify measures detailed in the Zonal Travel Plan for that PDZ on which such amount is to be spent together with a timetable for the implementation of those measures and the Developer shall spend such amount on the identified measures in accordance with the timetable for implementation as set out in the Approval.

## 6. CARPENTER'S LAND BRIDGE

In the event planning permission is granted for the Carpenter's Land Bridge by 1 January 2018 and subject to agreement by the Developer of the detailed specification and management (including public access), maintenance and security provisions both during construction and operation, the Developer covenants to grant (subject to nominal consideration) all necessary access rights over PDZ 1 to enable the Carpenter's Land Bridge to be constructed in the Bridge Safeguarding Zone.

## 7. LTG – ESTABLISHMENT AND CONTRIBUTIONS

### 7.1 Establishment of the LTG

- 7.1.1 LLDC covenants with the LPA and with TfL that by no later than 31 December 2012 it shall, at its sole expense, establish and thereafter operate the LTG in accordance with the LTG Operating Procedures.
- 7.1.2 The Developer covenants with the LPA and with TfL that it shall not submit the first ZMP for the Development unless and until the LTG has been established in accordance with paragraph 7.1.1.
- 7.1.3 The LPA hereby approves the LTG as the replacement group to the OPTEMS Group and in accordance with Part B of Schedule 4 to the section 106 agreement dated 6 June 2008 and made between the LPA (1) and the London Development Agency (2) upon the date the LTG is established pursuant to paragraph 7.1.1 the OPTEMS Group shall cease to operate and the LTG shall inherit the Unspent OPTEMS Contribution and such aims and objectives of the OPTEMS Group as are detailed in the LTG Operating Procedures.
- 7.1.4 LLDC covenants with the LPA and with TfL that it shall use Reasonable Endeavours to ensure that the LTG shall exist from its establishment until 31 December 2031 (unless otherwise agreed with the LPA to either bring forward this date or to extend this date) and the LPA shall endeavour in good faith to support LLDC in this respect.

### 7.2 The LTG Account

#### 7.2.1 Mechanics for draw down from the LTG Account

- (a) Within 10 (ten) Working Days of ~~the date of this Agreement~~ 28th September 2012 the LPA shall set up the LTG Account on the following terms:
  - (i) in the name of the LPA;
  - (ii) to be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice; and

- (iii) two signatories to be nominated who may sign for withdrawals from the LTG Account.
- (b) Monies shall from time to time be drawn down from and paid out of the LTG Account in order to make payments under paragraph 7.6.
- (c) The LPA shall request from the institution administering the LTG Account that they send an itemised statement detailing all interest accruing to and all payments out of the LTG Account monthly to both LLDC (for the attention of: General Counsel) and to the LPA (for the attention of: the Director of Planning Decisions).
- (d) The interest accruing in the LTG Account will form part of the LTG Funds.
- (e) Draw down from and payments out of the LTG Account shall be by the instruction of the LPA requiring one of the two signatures nominated under paragraph 7.2.1(a)(iii).

#### 7.2.2 Closure of the LTG Account

- (a) Subject to the provisions in paragraph 7.2.2(b) and unless otherwise agreed between the LPA and LLDC, the LTG Account shall be closed on LTG ceasing to exist pursuant to paragraph 7.1.4.
- (b) If the LTG ceases to exist pursuant to paragraph 7.1.4 and at such date LTG Funds remain unspent and uncommitted, such remaining and uncommitted LTG Funds shall be spent or committed by agreement between the Members of the LTG (having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures) **PROVIDED THAT** if such agreement cannot be reached within a period of 6 (six) months from the date the LTG ceases to exist such spending and commitment shall be determined by the LPA and LLDC having due regard to the aims and objectives of the LTG as set out in the LTG Operating Procedures and upon the LTG Account ceasing to have a credit balance of more than £1 (£one pound) following the re-allocation of the remaining LTG Funds in accordance with this paragraph, the LTG Account shall be closed.

### 7.3 Stratford Regional Station

- 7.3.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£50,000** (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to enable a Member or Members of the LTG to apply to the LTG for funds so as to contribute to the design work on the Stratford Regional Station Works, such draw down of funds to be requested pursuant to paragraph 7.6 and to be capped at £50,000 (Indexed).
- 7.3.2 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account **£150,000** (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution to be applied for the purpose of the Stratford Regional Station Works.

7.3.3 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 350 (three hundred and fifty) Residential Units permitted to be constructed across the Development unless and until £50,000 (fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.1.

7.3.4 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until £150,000 (one hundred and fifty thousand pounds) (Indexed) of the Stratford Regional Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.3.2.

#### 7.4 Hackney Wick Station

7.4.1 LLDC covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited the Hackney Wick Station Contribution into the LTG Account to be applied for the purpose of the Hackney Wick Station Works.

7.4.2 The Developer covenants with the LPA and with TfL that it shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the Hackney Wick Station Contribution has been deposited into the LTG Account pursuant to paragraph 7.4.1.

#### 7.5 Offsite Junctions and Connections

7.5.1 LLDC covenants with the LPA and with TfL that it shall not:

(a) Occupy more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £500,000 (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of:

(i) the Leyton Station Works (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied);

(ii) Lea Interchange Study (of which no more than £50,000 (fifty thousand pounds) (Indexed) shall be applied); and

(iii) such other works forming the Off Site Junction Works and the Pedestrian and Cycle Connection Works;

(b) Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account £2,000,000 (two million pounds) (Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works; and

(c) Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until it has deposited into the LTG Account ~~£1,033,000 (one million)~~ 487,943.14 (four hundred and thirty-three thousand eight hundred and seventy seven pounds and fourteen pence)



(Indexed) from the Offsite Junctions and Connections Contribution to be applied for the purpose of the Offsite Junction Works and the Pedestrian and Cycle Connection Works.

7.5.2 The Developer covenants with the LPA and with TfL that it shall not Occupy:

- (a) more than 500 (five hundred) Residential Units which are permitted to be constructed across the Development unless and until **£500,000** (five hundred thousand pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(a);
- (b) more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until **£2,000,000** (two million pounds) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(b); and
- (c) more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until **£1,033,000** (~~one million~~ **487,943.14** (four hundred and ~~thirty three~~ **eighty seven** thousand **nine hundred and forty three** pounds **and fourteen pence**) (Indexed) from the Offsite Junctions and Connections Contribution has been deposited into the LTG Account pursuant to paragraph 7.5.1(c).

7.5.3 At least £1,000,000 (one million pounds) (Indexed) from the Offsite Junctions and Connections Contribution is to be applied for the purposes of the Pedestrian and Cycle Connections.

## 7.6 Payments from the LTG Account

7.6.1 Payments from the LTG Funds will be made by the LPA from the LTG Account in accordance with the provisions of this paragraph 7.6 and, at all times, in accordance with the procedure set out at paragraph 7.2.1.

7.6.2 Within 10 (ten) Working Days of receipt by the LPA of a request in writing from any Member(s) of the LTG ("**Requesting Member**") for payment from the LTG Funds of:

- (a) part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution for the purpose of any works or measures of any kind for which contributions have been made pursuant to this Schedule 2; and/or
- (b) part or all of the Unspent OPTEMS Contribution for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures; and/or
- (c) part or all of any other deposits made pursuant to this Schedule 2 for the purpose of achieving the aims and objectives of the LTG as set out in the LTG Operating Procedures

the LPA agrees that it shall (subject to receiving the approvals from the LTG required pursuant to paragraph 7.6.3 and subject to paragraphs 7.6.4 and 7.6.6) pay to the Requesting Member from the LTG Account the amounts payable in respect of that request.

7.6.3 Payments from the LTG Funds will be paid subject to the Requesting Member having first submitted to, and received approval from, the LTG the following:

- (a) detailed proposals for the works or measures to be carried out; and
- (b) a cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures); and
- (c) the programme for carrying out the works or measures.

7.6.4 Payments from the LTG Funds will be paid subject to:

- (a) in respect LTG approval being given for requests of part or all of the Hackney Wick Station Contribution, the Offsite Junctions and Connections Contribution and/or the Stratford Regional Station Contribution, the payments being phased so that they are made only as required to meet the transport needs of the Development (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
- (b) in respect LTG approval being given for requests of part or all of the Unspent OPTEMS Contribution, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
- (c) in respect LTG approval being given for requests of part or all of any other deposits made pursuant to this Schedule 2, the payments being phased so that they are made only as required by need (having regard to the programme for carrying out the works or measures as required in paragraph 7.6.3 on a basis agreed between the Requesting Member and the LTG);
- (d) the LPA not being required to pay to the Requesting Member:
  - (i) in respect of Requesting Members applying for funds from the Stratford Regional Station Contribution, an amount that, taken in aggregate with any other payments made from the Stratford Regional Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.3 (including any interest applied to such amount);
  - (ii) in respect of Requesting Members applying for funds from the Hackney Wick Station Contribution, an amount that, taken in aggregate with any other payments made from the Hackney Wick Station Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.4 (including any interest applied to such amount); and
  - (iii) in respect of Requesting Members applying for funds from the Offsite Junctions and Connections Contribution, an amount that, taken in aggregate with any other

payments made from the Offsite Junctions and Connections Contribution, would exceed the amount deposited into the LTG Account by LLDC pursuant to paragraph 7.5 (including any interest applied to such amount and any additions to the Offsite Junctions and Connections Contribution pursuant to paragraphs 7.6.10 and 7.6.11).

- (e) reasonable evidence being provided to the LPA that all necessary third party and other consents have either been obtained or that there is a reasonable prospect of such third party and other consents being obtained.
- 7.6.5 Where funds in excess of the Stratford Regional Station Contribution (or the cap in paragraph 7.3.1) or the Hackney Wick Station Contribution or the Offsite Junctions and Connections Contribution (or the caps set out in paragraphs 7.5.1(a)(i) and 7.5.1(a)(ii)) are needed in respect of Stratford Regional Station Works, Hackney Wick Station Works or the Offsite Junction Works and the Pedestrian and Cycle Connection Works (as applicable), a Requesting Member may apply, and the LTG may approve, for such excess funds to be committed from the Unspent OPTEMS Contribution and/or any other deposits made pursuant to this Schedule 2.
- 7.6.6 Where funding is required by a Requesting Member to procure any initial design, consultation or feasibility studies before it can receive any necessary third party and other consents or otherwise implement the requirements of paragraphs 7.6.2, 7.6.3 and 7.6.4 then the LPA shall make an initial payment from the LTG Account to that Requesting Member in respect of that Requesting Member's reasonable estimated costs in respect of such design, consultation or feasibility studies.
- 7.6.7 All Requesting Members who receive funding from the LTG Funds in accordance with this paragraph 7.6 shall report to the LTG on and provide substantiation of its actual incurred costs within a reasonable period (not to exceed three months) following implementation of the agreed measure(s) in respect of which such funding was provided. In the event that a surplus of funding from the LTG Funds received is identified through this process of substantiation, such surplus shall be deducted from any funding for future measures to be undertaken by that Requesting Member **OR** if there are no such future planned measures identified within 12 (twelve) months of such surplus being notified to that Requesting Member by the LPA, such Requesting Member shall refund the relevant part of the LTG Funds (with any accrued interest on the amount thereon) within 20 (twenty) Working Days of written demand and such sum shall be returned to the LTG Funds and credited against relevant contribution or deposit from which it was originally deducted.
- 7.6.8 If within 12 months of receiving funding from the LTG Funds in accordance with this paragraph 7.6 a Requesting Member has not implemented the works or measures for which it has received funding, the Requesting Member is to repay all such unspent and uncommitted funding to the LPA together with associated interest within 20 (twenty) Working Days of the first anniversary of receiving the funding and the LPA shall return such funding to the LTG Funds and credit it against the relevant contribution or deposit from which it was originally deducted.
- 7.6.9 Any funding provided to a Requesting Member pursuant to this paragraph 7.6 shall be made subject to the requirements in paragraphs 7.6.7 and 7.6.8 and with a requirement that the Requesting Member shall provide to LLDC an annual report on the delivery and progress of the works or measures for which it has received funding together with a breakdown of how much of the received

funding it has spent and/or committed to delivering and progressing such works or measures.

7.6.10 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed (whichever is the earlier) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.

7.6.11 In the event that by 2025 or the date that the LPA, TfL and LLDC agree that the Stratford Regional Station Works are not likely to proceed (whichever is the earlier) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted shall be added to the Offsite Junctions and Connections Contribution.

7.6.12 Where funding is required by LLDC to prepare any monitoring and review reports that are agreed between LLDC and LTG pursuant to paragraph 8.4, then the LPA shall pay from the LTG Account to LLDC the reasonable costs incurred by LLDC in preparing such monitoring and review reports

## 8. MONITORING AND REVIEW

8.1 In order to monitor the delivery and progress of transport mitigation schemes, LLDC shall produce and submit to the LTG an annual review of the implementation, status and costs of the transport mitigation schemes that have received funding from the LTG Funds, such annual review to be collated from the reports submitted to LLDC from the Requesting Members pursuant to paragraph 7.6.9.

8.2 Each annual review required pursuant to paragraph 8.1 shall be provided by LLDC to the LTG no later than 2 (two) months prior to each anniversary of the first LTG meeting.

8.3 ~~On~~By 31 December ~~2014~~2018 (or on such other date as may be agreed with the LPA), LLDC shall use reasonable endeavours to produce and submit to the LPA and the LTG a ~~monitoring and review traffic flow data~~ report, such report to contain as a minimum the following ~~date capture~~ information:

8.3.1 ~~traffic flow data~~ Peak AM and PM weekday periods (07.00 to 10.00 and 16.00 to 19.00) traffic flow data (sources and methodology to be agreed in advance with the Local Planning Authority) for a period of two weeks (excluding school holidays) on key highway links at locations to be agreed with the LPA, to include, so far as reasonably practicable:

- (a) the Primary Roads within the Site;
- (b) the Secondary Roads within the Site;
- (c) the entry routes into the Site, ~~to~~ which may include:
  - (i) Temple Mill Lane (North and East);
  - (ii) Waterden Road/Lea Interchange;
  - (iii) White Post Lane;
  - (iv) Monier Road; and
  - (v) Marshgate Lane/Pudding Mill Lane
- (d) Leyton Road to the east of the Development; and

8.3.2 Department of Transport and TfL permanent count locations summary local to the Development to the extent available.

8.4 LLDC shall prepare the ~~monitoring and review~~ traffic flow data report required pursuant to paragraph ~~8.3 on 31 December 2014 (or on such other date as may be agreed with the LPA)~~ 8.3 at its sole expense ~~and where further monitoring and review reports are agreed between LLDC and the LTG the reasonable costs incurred by LLDC in preparing such monitoring and review reports shall be met from the LTG Funds.~~

9. **APPROVAL**

9.1 The LPA shall confirm whether or not it approves the Car Club Details and the Car Club Statement within:

9.1.1 20 (twenty) Working Days of receipt of such Car Club Details and the Car Club Statement from the Developer; or

9.1.2 where the LPA decides that it needs to report such Car Club Details and/or the Car Club Statement to its planning committee, 40 (forty) Working Days of receipt of such Car Club Details and/or the Car Club Statement

**PROVIDED THAT** where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of the Car Club Details and the Car Club Statement and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Car Club Details and/or the Car Club Statement the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

### SCHEDULE 3

#### AFFORDABLE HOUSING

##### RECITALS

- (A) The Original Planning Application seeks planning permission for up to 641,817m<sup>2</sup> of residential floorspace for a range of Market Housing Units, Affordable Rented Units, Social Rented Units and Intermediate Units proposed to be built in phases across seven Planning Delivery Zones as the Development proceeds.
- (B) The LPA and the Developer share the objective of providing an inclusive and sustainable residential community combining Market Housing Units and Affordable Housing at the Development as part of the overall strategy to create a mixed and sustainable development.
- (C) The LPA and the Developer have agreed that not less than 31% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, subject to the operation of the viability review mechanism in Schedule 15.
- (D) It has been agreed that within Planning Delivery Zone 6 not less than 28% of all Residential Units will be provided as Affordable Housing. Elsewhere the operation of the viability review mechanism will determine the proportion of Residential Units to be provided as Affordable Housing, to be agreed between the Developer and the LPA, subject always that not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.

##### DEFINITIONS

"Affordability Criteria"	means as defined in Schedule 15
"Affordable Housing"	means housing provided to eligible households whose needs are not met by the market
"Affordable Housing Contract"	means a binding contract between the Developer and an Affordable Housing Provider for the construction and Transfer of Affordable Housing Units to the Affordable Housing Provider
"Affordable Housing Provider"	means a provider of Affordable Housing Approved in respect of the relevant PDZ or SPDZ or deemed to be approved pursuant to paragraph 7
"Affordable Housing Tenancy"	means a tenancy entered into in respect of each Social Rented Unit and Affordable Rented Unit between the tenant and the Affordable Housing Provider
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule
"Affordable Rented Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider to households who are eligible for social rented housing at rents no more than the percentage of Market Rent to be calculated in accordance with paragraph 6.2 or 6.3
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 17 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate

expressions shall be construed accordingly

**"Development Parcel Phasing Plan"** means a plan to be approved pursuant to Condition LCS0.50 identifying the sequence and projected programme for the build out of the relevant PDZ or SPDZ and each Development Parcel (within the relevant PDZ or SPDZ)

**"East London Housing Sub-Region"** means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Havering, Redbridge, Newham, Waltham Forest and Tower Hamlets or any successor body or group of boroughs that may replace them from time to time

**"Eligible Households"** means:

(a) in relation to Shared Ownership Units and other Intermediate Units for sale only households whose annual income is less than £90,000; and

(b) in relation to Intermediate Units for rent only households whose annual income is less than £60,000

or such other upper limit or income range for intermediate housing as may be updated in the London Plan and the London Plan Annual Monitoring Report

**"Family Housing"** means Residential Units with three or more bedrooms

**"First PDZ"** means either:

a) PDZ4, where a ZMP for PDZ4 is submitted to the LPA pursuant to Condition LCS0.1 before a ZMP for PDZ5 or a SZMP for either SPDZ5A or SPDZ5B is submitted to the LPA pursuant to Condition LCS0.1; or

b) PDZ5, where a ZMP for PDZ5 or a SZMP for either SPDZ5A or SPDZ5B is submitted to the LPA pursuant to Condition LCS0.1 before a ZMP for PDZ4 is submitted to the LPA pursuant to Condition LCS0.1

and the provisions of Paragraph 1.3A.1 of this Schedule 3 shall apply to such first PDZ

**"Grant Funding"** means any capital funding provided by the HCA, GLA or any other public body for the delivery of Affordable Housing

**"HCA"** means the Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA or such successor body for the time being having or being entitled to exercise the powers now conferred on such agency at ~~the date of this Agreement~~ 28th September 2012

**"HomeBuy Agent"** ~~means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units~~ [Not used]

**"Households on Intermediate** ~~means households with a gross annual income (including~~

<b>Incomes"</b>		<del>benefits) of between £40,000 and £55,000 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority</del> <a href="#">[Not used]</a>
<b>"Households on Intermediate Incomes"</b>	<b>Lower</b>	<del>means households with a gross annual income (including benefits) of between £25,000 and £39,999 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority</del> <a href="#">[Not used]</a>
<b>"Households on Intermediate Incomes"</b>	<b>Upper</b>	<del>means households with a gross annual income (including benefits) of between £55,001 and £70,000 (Indexed) or such other income ranges as may be agreed between the Developer and the Local Planning Authority</del> <a href="#">[Not used]</a>
<b>"Intermediate Units"</b>		means Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels to be provided as:  (a) Shared Equity Units; and  (b) Shared Ownership Units  or such other form of intermediate housing as may be agreed by the Developer and the LPA
<b>"London Legacy Development Corporation"</b>		means in this Schedule only the London Legacy Development Corporation and any successor regeneration authority and not any successor in title to the Site or any part thereof
<b>"Market Housing Units"</b>		means Residential Units which are not Affordable Housing and in PDZ4 and PDZ5 shall include Private Rented Units
<b>"Market Rent"</b>		means the rent as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
<b>"Market Value"</b>		means the market value as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the Royal Institute of Chartered Surveyors Valuation —Professional Standards (the Red Book) March 2012 as may be updated from time to time
<b>"Nominating Body"</b>		means each of the bodies referred to in paragraph 11.1.1
<b>"Nominations Agreement"</b>		means an agreement between an Affordable Housing Provider and the Nominating Body containing arrangements for the initial and subsequent selection and prioritisation of tenants or occupiers of Affordable Housing Units
<b>"Private Rented Units"</b>		means those Market Housing Units that are rented out at Market Rent



"Residential Units"	means the residential units provided as part of the Development
"Second PDZ"	means either PDZ4 or PDZ5 whichever is not the First PDZ
"Service Level Agreement"	<del>means a service level agreement with a HomeBuy Agent containing arrangements in relation to the operation of the Homebuy Agent's list in a form which complies with the HCA practice guidance issued from time to time</del> <a href="#">[Not used]</a>
"Shared Equity Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the LPA and the Developer, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing
"Shared Ownership Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing
"Sheltered Housing Facility"	shall have the meaning ascribed to it in Schedule 5
"Social Rented Units"	means Affordable Housing Units to be made available by an Affordable Housing Provider at Target Rents to be determined through the national rent regime
"Staircasing"	means the purchase by the owner of additional equity in a Shared Ownership Unit or a Shared Equity Unit
"Target Rents"	means target rents as published from time to time by the HCA (or such other body as may replace the HCA having the responsibility of setting target rents for social housing)
"Transfer"	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Local Planning Authority

## OPERATIVE PROVISIONS

### 1. QUANTUM OF AFFORDABLE HOUSING

- 1.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 31% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units.
- 1.2 Not less than 28% of the total number of Residential Units constructed in PDZ6 shall be provided as Affordable Housing Units.

- 1.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ4, PDZ5 and PDZ6 the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ shall be provided as Affordable Housing Units:

PDZ/SPDZ:	Percentage of Residential Umts
1A	19%
<del>1B</del>	<del>23%</del>
<del>2</del>	<del>36%</del>
8A	35%
8B	46%
12	53%

PROVIDED THAT nothing in this paragraph 1.3 shall prevent the Developer from providing Affordable Housing Units in each PDZ or SPDZ in excess of the above percentages.

- 1.3A.1 Not less than thirty percent (30%) of the total number of Residential Units constructed in the First PDZ shall be provided as Affordable Housing Units and no viability review (as set out in Schedule 15) shall be carried out in respect of the First PDZ.
- 1.3A.2 If PDZ5 is the First PDZ and the Developer elects to submit separate SZMPs for SPDZ5A and SPDZ5B the following percentages of the total number of Residential Units constructed in SPDZ5A and SPDZ 5B shall be provided as Affordable Housing Units:

SPDZ	Percentage of Residential Umts
5A	44%
5B	12%

PROVIDED THAT not less than 30% of the Residential Units constructed across PDZ5 shall be provided as Affordable Housing Units and nothing in this paragraph 1.3A.2 shall prevent the Developer from providing Affordable Housing Units in excess of the above percentages.

- 1.3A.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 31% of the total number of Residential Units constructed in the Second PDZ shall be provided as Affordable Housing Units and where PDZ5 is the Second PDZ and the Developer has elected to submit separate SZMPs for SPDZ5A and SPDZ5B then subject to the operation of the viability review mechanism pursuant to Schedule 15 the total number of Residential Units constructed in each of SPDZ 5A and SPDZ 5B shall be as follows:

SPDZ	Percentage of Residential Umts
5A	47%
5B	12%

PROVIDED THAT nothing in this paragraph 1.3A.3 shall prevent the Developer from providing Affordable Housing Units in excess of the above percentages.

- 1.4 Notwithstanding the operation of the viability review mechanism pursuant to Schedule 15:

- 1.4.1 not less than 20% of the total number of Residential Units constructed at the Development shall be provided as Affordable Housing Units, such minimum to be applied across the Development in accordance with paragraphs 1.4.2 to 1.4.4A below;

- 1.4.2 following the approval of each ZMP or SZMP by the LPA pursuant to Condition LCS0.1, the percentage of Affordable Housing Units approved pursuant to all approved ZMPs and SZMPs shall be not less than 20% of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any ZMP or SZMP which if approved would not comply with this paragraph;
- 1.4.3 following the approval of each Reserved Matters application pursuant to Condition LCS0.27, the percentage of Affordable Housing Units approved pursuant to all Reserved Matters Approvals shall be not less than 20% of the total number of Residential Units so approved, and the parties agree that the LPA shall be entitled to refuse any Reserved Matters Application which if approved would not comply with this paragraph;
- 1.4.4 based on the Outline Site Wide Phasing Plan as amended pursuant to application 14/00035/AOD and approved on 11 August 2014 and other than in PDZ4, PDZ5 and PDZ6, not less than the following percentages of the total number of Residential Units constructed in each PDZ or SPDZ shall be provided as Affordable Housing Units:

PDZ/SPDZ	Percentage of Residential Umts
1A	19%
<del>1B</del>	<del>23%</del>
<del>2</del>	<del>11%</del>
8A	28%
8B	22%
12	15%

PROVIDED THAT in the event that approved amendments to the Outline Site Wide Phasing Plan and/or any Development Parcel Phasing Plan change the sequence of Development the Developer may submit to the LPA for Approval a revised version of the above table which, once Approved, shall replace the table in this paragraph 1.4.4 and FOR THE AVOIDANCE OF DOUBT the provisos shall apply without prejudice to paragraphs 1.4.1 to 1.4.3 which shall always apply; and

- 1.4.4A based on the Outline Site Wide Phasing Plan as amended pursuant to application 14/00035/AOD and approved on ~~{---~~ 11 August 2014, the proportion of Affordable Housing Units provided in the Second PDZ shall not be less than (stated as a percentage of residential Units in that PDZ or SPDZ):

Second PDZ	Minimum % of Affordable Housing Units
PDZ4	24%
PDZ5 (where the Developer has elected to submit a <del>SZMP</del> ZMP for PDZ5)	12%
SPDZ5A (where the Developer has elected to submit <del>SZMP's</del> SZMPs for PDZ5)	12%
SPDZ5B (where the Developer has elected to submit <del>SZMP's</del> SZMPs for PDZ5)	12%

2. TENURE

2.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 the tenure of the Affordable Housing Units shall be provided in the following proportions:

Tenure	Percentage of Affordable Housing Units
Social Rented Units	30%
Affordable Rented Units	30%
Intermediate Units	40%

2.2 The tenure of the Affordable Housing Units in PDZ 6 shall be provided in the following proportions (stated as a proportion of Residential Units in PDZ6):

PDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
6	8.5%	8.5%	11%

2.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ4, PDZ5 and PDZ6 the tenure of the Affordable Housing Units in each PDZ or SPDZ shall be provided in the following proportions (stated as a percentage of Residential Units in that PDZ or SPDZ):

PDZ/SPDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
1A	5%	5%	9%
<del>1B</del>	<del>6%</del>	<del>6%</del>	<del>10%</del>
<del>2</del>	<del>11%</del>	<del>11%</del>	<del>13%</del>
8A	11%	11%	12%
8B	14%	14%	18%
12	15%	15%	23%

2.3A The tenure of the Affordable Housing Units in the First PDZ shall be provided in the following proportions (stated as a percentage of the Residential Units in that PDZ or SPDZ):

First PDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
4	9%	9%	12%
5 (where the Developer has elected to submit one ZMP for PDZ5)	9%	9%	12%
5A (where the Developer has elected to submit SZMPs for PDZ5)	13%	13%	18%
5B (where the Developer has elected to submit SZMPs for PDZ5)	4%	4%	4%

2.3B Subject to the operation of the viability review mechanism pursuant to Schedule 15, the tenure of the Affordable Housing Units in the Second PDZ shall be provided in the following proportions (stated as a percentage of the Residential Units in that PDZ or SPDZ):

Second PDZ	Social Rented Units	Affordable Rented Units	Intermediate Units
4	9%	9%	13%
5 (where the Developer <del>was</del> <u>has</u> elected to submit	9%	9%	13%

one ZMP for PDZ5)			
5A (where the Developer has elected to submit SZMPs for PDZ5)	14%	14%	19%
5B (where the Developer has elected to submit SZMPs for PDZ5)	4%	4%	4%

3. **UNIT SIZE MIX**

3.1 The Affordable Housing Units in PDZ6 shall comprise the following unit size mix:

Affordable Housing tenure type	studio, 1 & 2 bed units	Family Housing
Social Rented	15%	85%
Affordable Rented	15%	85%
Intermediate	38%	62%

3.2 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 and the First PDZ the Affordable Housing Units shall be provided within the following Site Wide ranges of unit size mix, the precise mix for each PDZ or SPDZ (which shall be in the ranges set out below) to be approved by the LPA as part of the ZMP for each PDZ or SZMP for each SPDZ:

Affordable Housing tenure type	Site wide ranges of unit size mix	
	studio, 1 & 2 bed units	Family Housing
Social Rented Unit	39%-43%	57%-61%
Affordable Rented Unit	39%-43%	57%-61%
Intermediate Unit	82%-87%	13%-18%

3.2A In respect of the First PDZ, the Affordable Housing Units shall be provided within the following ranges of unit size mix, the precise mix (in the ranges set out below) to be set out in the ZMP for the First PDZ and approved by the LPA pursuant to condition LCS0.1:

	Studio, 1 & 2 bed units	Family Housing
Social Rented Unit	39-43%	57-61%
Affordable Rented Unit	39-43%	57-61%
Intermediate Unit	82-87%	13-18%

And for the avoidance of doubt where PDZ5 is the First PDZ and where the Developer has elected to submit SZMPS for SPDZ5A and SPDZ5B, such percentage ranges of unit size mix shall apply in respect of each SPDZ.

4. **GENERAL**

- 4.1 Where in this Schedule the number of Affordable Housing Units of any particular tenure, size or mix is specified as a percentage the actual number of Affordable Housing Units of that tenure, size or mix to be provided will be the number of whole units that is as near as arithmetically possible to the specified percentage.
- 4.2 Not less than 13% of Social Rented Units and Affordable Rented Units which are provided as Family Housing shall be provided at ground floor level (save in respect of any upper storeys forming part of the unit) so they have a direct ground floor entrance.

5. **GRANT FUNDING**

- 5.1 Save in respect of PDZ6 the Developer and the Affordable Housing Provider shall use Reasonable Endeavours to secure Grant Funding for the Affordable Housing Units in each PDZ and SPDZ.
- 5.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer and/or the Affordable Housing Provider in respect of any applications for Grant Funding pursuant to paragraph 5.1 above.
- 5.3 In the event Grant Funding is offered or secured in respect of the Affordable Housing Units (or any of them) 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 in order to deliver the relevant Affordable Housing Units 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. **RENT LEVELS AND AFFORDABILITY CRITERIA**

- 6.1 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%.
- 6.2 The rent payable by the occupant of any Affordable Rented Unit in PDZ 6 shall not exceed the percentages of Market Rent set out in the table below, such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent charged does not exceed the below percentages.

<b>Unit Size</b>	<b>Maximum Percentage of Market Rent</b>
Studio/ -1 bed units	80%
2 bed units	70%
3 bed units	60%
4 and 5 bed units	50%

- 6.3 The percentage of Market Rent applicable to Affordable Rented Units other than in PDZ 6 shall be determined and agreed with the LPA as part of the viability review mechanism pursuant to Schedule 15 and ZMP for each PDZ or SZMP for each SPDZ having regard to:

- 6.3.1 adopted development plan policy relevant to the PDZ or SPDZ; and
- 6.3.2 the table at paragraph 6.2 above

and the rent payable by the occupant of any such Affordable Rented Unit shall not exceed the lower of:

- (a) the relevant agreed percentage(s); and
- (b) 80% of Market Rent (including service charges, where applicable),

such rent to be calculated at the date of the start of each Affordable Housing Tenancy and during the term of each Affordable Housing Tenancy the rent shall be increased annually by no more than the annual change in the RPI plus 0.5%. For the avoidance of doubt on the grant of a new Affordable Housing Tenancy or the re-grant of an existing Affordable Housing Tenancy the Affordable Housing Provider shall be entitled to rebase the rent levels charged in respect of the Affordable Rented Units against any change in the Market Rent to ensure the rent does not exceed the percentage(s) agreed as part of the approved ZMP or SZMP.

6.4 The cost of rent and/or mortgage payments and service and estate charges in relation to the Intermediate Units shall not exceed: 40% of the net income of Eligible Households or such other cap as may be specified in the London Plan and/or the London Plan Annual Monitoring Report, or such other replacement policy adopted following the 31 March 2018.

~~6.4.1 40% of the net income of Households on Lower Intermediate Incomes;~~

~~6.4.2 40% of the net income of Households on Intermediate Incomes; and~~

~~6.4.3 40% of the net income of Households on Upper Intermediate Incomes~~

~~6.5 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 30% of the Intermediate Units shall be provided for and affordable to Households on Lower Intermediate Incomes.~~

~~6.6 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 30% of the Intermediate Units shall be provided for and affordable to Households on Intermediate Incomes.~~

~~6.7 The balance of any Intermediate Units not provided in accordance with paragraphs 6.6 and 6.7 above shall be provided for and affordable to Households on Upper Intermediate Incomes.~~

6.5 [Not used]

6.6 [Not used]

6.7 [Not used]

## 7. AFFORDABLE HOUSING PROVIDERS

7.1 Prior to the submission of the ZMP for each PDZ or SZMP for each SPDZ the Developer shall submit to the LPA and obtain its written 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 relevant PDZ or SPDZ for the purposes of this Schedule PROVIDED THAT any company or organisation which appears on an approved list of affordable housing providers of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ.

7.2 In considering any submission for Approval pursuant to paragraph 7.1 the LPA agrees to give favourable consideration to any company or organisation which has a staffed

office with regular opening hours in one or more of the Host Boroughs which potential or existing tenants can visit to make housing-related enquiries.

7.3 The list submitted for Approval pursuant to paragraph 7.1 may include the London Legacy Development Corporation or any subsidiary company or the GLA subject to it being permitted under law to provide Affordable Housing.

7.4 The list of Affordable Housing Providers Approved for each PDZ or SPDZ may be reviewed by the Developer and the LPA upon submission of each Reserved Matters Application containing Affordable Housing and in the event any amendments to the list of Affordable Housing Providers are Approved following the review the list of Affordable Housing Providers for that PDZ or SPDZ shall be revised accordingly.

## 8. AFFORDABLE HOUSING CONTRACTS

8.1 The Developer will proceed diligently and with all due expedition to negotiate and enter into Affordable Housing Contracts in respect of the Affordable Housing Units.

8.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into each Affordable Housing Contract.

8.3 Each Reserved Matters Application which includes Affordable Housing Units shall be accompanied by the following:

8.3.1 unless notice has already been served pursuant to paragraph 8.2 above in respect of the relevant Affordable Housing Units, written confirmation of the progress the Developer has made towards entering into an Affordable Housing Contract for the Affordable Housing Units which are the subject of the application and the Developer's best estimate of when an Affordable Housing Contract will be entered into; and

8.3.2 written confirmation from the Affordable Housing Provider with which the Developer has entered or intends to enter into an Affordable Housing Contract that it approves the form of Reserved Matters Application for the Affordable Housing Units.

## 9. LOCATION AND DISTRIBUTION OF AFFORDABLE HOUSING UNITS

9.1 The key principles for the general location and distribution of Affordable Housing Units shall be set out in the ZMP for each PDZ or SZMP for each SPDZ.

9.2 The general location and distribution of Affordable Housing Units shall be in accordance with the approved ZMP or approved SZMP.

## 10. DELIVERY OF AFFORDABLE HOUSING

10.1 Not more than 30% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 20% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

10.2 Not more than 60% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 50% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

10.3 Not more than 90% of Market Housing Units in each PDZ or SPDZ shall be Occupied until 100% of Affordable Housing Units in that PDZ or SPDZ have been completed and Transferred to an Affordable Housing Provider.

## 11. NOMINATIONS RIGHTS



11.1 The terms of each Transfer of Affordable Housing Units other than Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into Nominations Agreements in respect of the Affordable Housing Units that are the subject of that Transfer to give effect to the following agreed split of nomination rights:

11.1.1 10% for the GLA;

11.1.2 ~~40~~55% for the Host Borough in whose area the Affordable Housing Units are located;

11.1.3 10% for Affordable Housing Provider;

~~11.1.4 30% for the East London Housing Partnership Sub-Region;~~

~~11.1.4 40~~[Not used.];

11.1.5 25% for the London Legacy Development Corporation unless at the date of the Transfer the London Legacy Development Corporation has not established a nomination mechanism in which case the ~~40~~25% shall be allocated for the GLA.

~~11.2 The terms of each Transfer of Intermediate Units to an Affordable Housing Provider shall impose a requirement on the Affordable Housing Provider to enter into a Service Level Agreement in respect of the Shared Ownership Units that are the subject of that Transfer.~~

~~11.2~~ [Not used.]

## 12. ANNUAL RETURNS INFORMATION

12.1 The Developer will procure that each Affordable Housing Provider provides annual returns to the LPA in relation to each PDZ and SPDZ with details of:

12.1.1 the initial purchaser or tenant of each Affordable Housing Unit and its tenure;

12.1.2 the household income of such initial purchaser or tenant;

12.1.3 the ethnicity of such initial purchaser or tenant (where available);

12.1.4 for Intermediate Units, the initial purchase price of the Unit and the initial percentage equity share bought;

12.1.5 the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;

12.1.6 the location of the purchaser or tenant's previous accommodation by local authority area; and

12.1.7 the purchaser or tenant's present occupation,

in each case in relation to the Affordable Housing Units within that PDZ or SPDZ, the first of such returns to be submitted 6 (six) months following first Occupation of the Affordable Housing Units within the PDZ or SPDZ in question and the last of such returns to be submitted 6 (six) months following the last Occupation of the Affordable Housing Units within the PDZ or SPDZ in question.

## 13. MANAGEMENT AND SERVICE CHARGES

13.1 It is acknowledged and agreed by the LPA and the Developer that:

- 13.1.1 estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units;
  - 13.1.2 service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units;
  - 13.1.3 owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and
  - 13.1.4 it is the Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable (as determined by the Developer and the Affordable Housing Provider).
- 13.2 Before the submission of each Reserved Matters Application which includes Affordable Housing Units to the Local Planning Authority, the Developer will submit for information purposes an estimate of the initial service charges for the Affordable Housing Units proposed in that submission to the Local Planning Authority.

#### 14. GENERAL PROVISIONS

14.1 The provisions of this ~~Schedule~~ Agreement will not bind:

14.1.1 any mortgagee or chargee of the Affordable Housing Provider ~~nor for~~ any ~~mortgagee of the owner for the time being of any leasehold interest in any of the~~ Affordable Housing ~~Units~~ Unit(s) nor any receiver or manager (including an administrative receiver) appointed ~~pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to~~ by such ~~Affordable Housing Provider mortgagee or owner~~ chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or administrator (howsoever appointed) including a housing administrator (each a "Receiver") PROVIDED THAT:

(a) such mortgagee or chargee or Receiver shall first give written notice to the LPA of its intention to dispose of the Affordable Housing Units and who exercises any power of sale; shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the LPA for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Agreement which provisions shall determine absolutely; or

14.1.2 any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing; or

14.1.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power or similar contractual right; or

14.1.4 any person who has acquired at the direction or request of any mortgage receivers or managers referred to in paragraph 14.1.1; or

~~14.1.4~~14.1.5 \_\_\_\_\_ the successors in title to the persons described in paragraphs ~~14.1.1 to 14.1.3~~ 14.1.1 to 14.1.4 above, or any person who derives title under any of them whether directly or indirectly

14.2 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 14.3.

14.3 Subject to paragraph ~~14.6~~14.6, where the owner of any Intermediate Unit wishes to sell his equity share in such unit:

14.3.1 the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale;

14.3.2 the owner must notify the Affordable Housing Provider of his wish to sell and the ~~Affordable Housing Provider will then notify the Homebuy Agent and the unit will be offered to persons on the Homebuy Agent List~~ Eligible Households by the ~~Homebuy Agent~~ Affordable Housing Provider;

14.3.3 after a period of 8 (eight) weeks from the date of notification to the Affordable Housing Provider, the ~~Homebuy Agent~~ Affordable Housing Provider may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the ~~Homebuy Agent~~ Affordable Housing Provider and the provisions of paragraph 15 shall cease to apply to such unit,

PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 (six) months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 15 to be no need for the Affordable Housing Unit and the Developer (or any person nominated by the Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.

14.4 The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 14.5) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final Staircasing entitling the Affordable Housing Provider to buy the lease back at the Market Value upon sale by the tenant.

14.5 In the event that any right of pre-emption is exercised pursuant to paragraph 14.4, and subject to paragraphs 14.6 and 14.5, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 14.3.

14.6 The terms of the Transfer of any Intermediate Units to an Affordable Housing Provider may require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Developer (or any person nominated by the Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Developer (or any person nominated by the Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Developer (or any person nominated by the Developer for that purpose) upon such

disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Developer (or any person nominated by the Developer for that purpose).

14.7 Save in respect of:

14.7.1 any antecedent breach; or

14.7.2 any equity interest retained by the Developer in respect of any Affordable Housing Units,

with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Schedule, the Developer will not be liable for the performance of the obligations in this Schedule in relation to those Affordable Housing Units unless and until the Developer re-acquires an interest in the relevant Affordable Housing Units.

14.8 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 14.7, 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.

## 15. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS

15.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Nominations Agreement ~~or Service Level Agreement:~~

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

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

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

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by Local Planning Authority, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.

## 16. SHELTERED HOUSING FACILITY

16.1 Where a notice is served by the Developer pursuant to paragraph 2.1 of Schedule 5, the Sheltered Housing Facility shall be provided as part of the Affordable Housing Units pursuant to the provisions of this Schedule subject to the following additional requirements:

16.1.1 for the purposes of paragraph 7 of this Schedule the Affordable Housing Provider to whom the Sheltered Housing Facility is to be transferred must also be a development or management specialist in older people's accommodation and approved by the LPA for these purposes PROVIDED THAT any company or organisation which appears on an approved list of providers of this type of accommodation of one or more of the Host Boroughs current at the time of the submission shall be deemed to be approved as an Affordable Housing Provider for the relevant PDZ or SPDZ;

16.1.2 the terms of Transfer for the Sheltered Housing Facility to an Affordable Housing Provider shall contain provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.

## 17. APPROVAL

17.1 The LPA shall confirm whether or not it approves the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 [or 1.4.4A](#) within:

17.1.1 20 (twenty) Working Days of receipt of the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph 1.4.4 [or 1.4.4A](#) from the Developer, or

17.1.2 where the LPA decides that it needs to report the list of Affordable Housing Providers submitted to it pursuant to paragraph 7.1 or revisions to the table at paragraph [1.4.4 or 1.4.4A](#) to its planning committee, 40 (forty) Working Days of receipt of such list or such revisions

PROVIDED THAT where paragraph 17.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such list or such revisions from the Developer and FURTHER PROVIDED THAT in the event the LPA refuses to approve such list or such revisions the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## 18. VIABILITY REVIEW MECHANISM

18.1 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 2, 4, or 12 or in respect of SPDZs 1A, 1B, 5A, 5B, 8A or 8B results in the approval of a ZMP or SZMP with:

18.1.1 less than the relevant applicable quantum of Affordable Housing set out in paragraph 1.3;

- 18.1.2 a different tenure mix to that set out in paragraph 2.3;
- 18.1.3 a unit size mix outside the Site Wide ranges set out in paragraph 3.2;
- 18.1.4 different Affordability Criteria to that set out in paragraph 6

the Affordable Housing provision approved as part of the ZMP or SZMP shall be delivered in accordance with the approved ZMP or SZMP.

**SCHEDULE 4**  
**FAMILY HOUSING**

**RECITALS**

- (A) The Planning Application proposes that a range of housing typologies will be used in the Development to provide a range of units that will create mixed and balanced communities.
- (B) The Planning Application ~~would be provided as Family Housing, subject to the operation of the viability review mechanism in Schedule 15. However, as a result of Condition LCS0.290, not less than 40% of the Residential Units constructed at the Development shall~~ proposes not less than 42% of Residential Units constructed at the Development will be provided as Family Housing, subject to the operation of the viability review mechanism in Schedule 15.
- (C) It has been agreed that in PDZ6 not less than 75% of Residential Units to be constructed will be Family Housing.

**DEFINITIONS**

"Family Housing" means Residential Units with three or more bedrooms;

"Relevant Family Housing Target Provision" means the percentage of Residential Units to be provided as Family Housing in each PDZ as identified in paragraph 1.3.

**OPERATIVE PROVISIONS**

**1. FAMILY HOUSING**

- 1.1 Subject to the operation of the viability review mechanism pursuant to Schedule 15 not less than 42% of Residential Units constructed at the Development shall be provided as Family Housing.
- 1.2 Not less than 75% of Residential Units constructed in PDZ6 shall be provided as Family Housing.
- 1.3 Subject to the operation of the viability review mechanism pursuant to Schedule 15 and other than in PDZ6 and the First PDZ the site wide target of 42% Family Housing referred to paragraph 1.1 of this Schedule shall be provided in the following proportions:

PDZ	Percentage of Residential Units to be provided as Family Housing
1A	16%
<del>1B</del>	<del>23%</del>
<del>2</del>	<del>27%</del>
4 (where PDZ4 is the Second PDZ)	57%
5 (where PDZ5 is the Second PDZ and the Developer <del>elects</del> <u>has elected</u> to	66%

submit <del>one</del> ZMP for PDZ5)	
5A (where PDZ 5 is the Second PDZ and the Developer <del>elects</del> has elected to submit a SZMP for SPZ5A)	53%
5B (where PDZ5 is the Second PDZ and the Developer <del>elects</del> has elected to submit a SZMP for SPZ5B)	82%
8A	38%
8B	39%
12	46%

**PROVIDED THAT** the Developer shall be entitled to exceed the above percentages.

1.3A Where PDZ4 is the First PDZ, 57% of the Residential Units to be constructed in PDZ4 shall be provided as Family Housing.;

1.3B Where PDZ5 is the First PDZ and the Developer ~~elects~~has elected to submit one ZMP for PDZ5, 66% of the Residential Units to be constructed in PDZ5 shall be provided as Family Housing.

1.3C Where PDZ5 is the First PDZ and the Developer ~~elects~~has elected to submit SZMPs for SPDZ5A and SPDZ5B, 53% of the Residential Units to be constructed in SPDZ5A shall be provided as Family Housing and 82% of the Residential Units to be constructed in SPDZ5B shall be provided as Family Housing.

1.4 Where the operation of the viability review mechanism pursuant to Schedule 15 in respect of PDZs 1, ~~2~~, 4, 5, 8 or 12 results in the approval of a ZMP with less than the Relevant Family Housing Target Provision, the quantum of Family Housing approved as part of the ZMP shall be delivered in that PDZ in lieu of the Relevant Family Housing Target Provision.



## SCHEDULE 5

### SHELTERED HOUSING

#### RECITALS

- (A) The Planning Application proposes that 4,000m<sup>2</sup> of residential floorspace will be used to provide a Sheltered Housing Facility providing a minimum of 40 beds to meet the needs of the Development.
- (B) It is agreed that the Sheltered Housing Facility will be constructed in PDZ8 (or an alternative PDZ as may be agreed between the Developer and the LPA).

#### DEFINITIONS

- "Sheltered Housing Contract"** means a binding contract between the Developer and a Sheltered Housing Provider for the construction and Transfer of a Sheltered Housing Facility to the Sheltered Housing Provider;
- "Sheltered Housing Facility"** means a facility with a total floor area of not less than 4,000 square metres providing a minimum of 40 beds and built in accordance with best practice, guidance and policy for accommodation of this type current at the date of submission of the Reserved Matters application which includes the Sheltered Housing Facility;
- "Sheltered Housing Providers"** means development or management specialists in older people's accommodation;
- "Transfer"** means a freehold transfer or grant of a lease for a term of at least 125 years containing provisions which ensure that the Sheltered Housing Facility is to be used for the provision and operation of specialist accommodation for older people where care services are provided or facilitated and for no other purpose.

#### OPERATIVE PROVISIONS

##### 1. LOCATION OF SHELTERED HOUSING FACILITY

Save where an alternative location for the Sheltered Housing Facility has been approved as part of a ZMP for a different PDZ, the location of the Sheltered Housing Facility shall be identified as part of the ZMP for PDZ8.

##### 2. AFFORDABLE HOUSING

2.1 Where prior to the submission of the ZMP for the PDZ in which the Sheltered Housing Facility is to be provided the Developer has served written notice on the LPA of its intention to provide the Sheltered Housing Facility as part of the Affordable Housing Units in that PDZ:

2.1.1 the Sheltered Housing Facility shall be provided in accordance with the provisions of Schedule 3 and paragraphs 1 and paragraph 4 of this Schedule; and

2.1.2 paragraph 3 of this Schedule shall not apply.

2.2 Where no written notice is served in accordance with paragraph 2.1 above, the Sheltered Housing Facility shall not be provided as part of the Affordable Housing Units and all of the following provisions of this Schedule shall apply to the provision of the Sheltered Housing Facility.

**3. MARKETING OF SHELTERED HOUSING FACILITY**

3.1 The Developer will proceed diligently and with all due expedition to:

3.1.1 market the Sheltered Housing Facility to Sheltered Housing Providers; and

3.1.2 negotiate and enter into a Sheltered Housing Contract.

3.2 The Developer shall notify the LPA in writing within 15 (fifteen) Working Days of entering into a Sheltered Housing Contract.

3.3 Any Reserved Matters application which includes the Sheltered Housing Facility shall be accompanied by the following:

3.3.1 unless notice has already been served pursuant to paragraph 3.2 above, written confirmation of the progress the Developer has made towards entering into a Sheltered Housing Contract and the Developer's best estimate of when a Sheltered Housing Contract will be entered into; and

3.3.2 written confirmation from the Sheltered Housing Provider with which the Developer has entered or intends to enter into a Sheltered Housing Contract that it approves the form of Reserved Matters application for the Sheltered Housing Facility.

**4. DELIVERY OF SHELTERED HOUSING FACILITY**

4.1 Where the Sheltered Housing Facility is provided in PDZ8, not more than 40% of Residential Units in PDZ8 shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.

4.2 Where the Sheltered Housing Facility is provided in a PDZ other than PDZ8, not more than 65% of the Residential Units in that PDZ shall be Occupied until the Sheltered Housing Facility has been constructed to Shell and Core Standard and Transferred to a Sheltered Housing Provider.

## SCHEDULE 6

### HEALTHCARE FACILITIES

#### RECITALS

- (A) The Planning Application acknowledges the need to provide facilities for primary healthcare as part of the Development. This Schedule 6 involves a commitment to provide a quantum of floorspace, with one Healthcare Facility being provided in PDZ4 and a possible two Healthcare Facilities being provided in each of PDZ6 and PDZ8.
- (B) It is acknowledged by the LPA and the Developer that changes to the provision of healthcare facilities may come forward during the course of the construction of the Development. Therefore, there is the need to retain flexibility as to the size and type of the LCS Healthcare Facilities provided for herein.

#### DEFINITIONS

"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;
"Clinical Commissioning Groups"	means bodies corporate known as clinical commissioning groups to be established in accordance with the Health and Social Care Act 2012;
"Health Working Group"	means the health working group established and operated in accordance with Conditions LCS0.243 and LCS0.244;
"Healthcare Alternative Triggers"	means alternative trigger points for the Healthcare Triggers;
"Healthcare Facility"	means a facility providing healthcare which could include some of the following: <ol style="list-style-type: none"><li>1. waiting room, record storage, reception, practice manager, general admin/secretarial and a small meeting room, communications room, staff rest space, nurse store, stores, trainer/trainee space, multipurpose room, education/training/large meeting room facility;</li><li>2. general practitioner consulting space, treatment/minor surgery, phlebotomy and NHS dental services;</li><li>3. primary care teams consisting of interdisciplinary groups of general practitioners, nurses, midwives, health care assistants, home helpers, physiotherapists, occupational therapists and social workers;</li><li>4. support services including childcare, clinical nutrition, community work, medical care administration, mental health, speech and language therapy, traveller health/community social inclusion, podiatry, psychology, public health nursing, rehab support, family planning, imaging and outpatient</li></ol>

services

together with ancillary complementary health-related businesses (including pharmacy services) and/or patient-related commercial services (such as coffee shop concessions);

**"Healthcare Facility Consultations"**

means each of the PDZ6 Healthcare Facility Consultation, the PDZ4 Healthcare Facility Consultation, the PDZ4/PDZ8 Healthcare Facility Consultation, and the PDZ8 Second Healthcare Facility Consultation and **"Healthcare Facility Consultation"** means any one of the PDZ6 Healthcare Facility Consultation, the PDZ4 Healthcare Facility Consultation, the PDZ4/PDZ8 Healthcare Facility Consultation and the PDZ8 Second Healthcare Facility Consultation as applicable in the context;

**"Healthcare Facility Lease"**

means a legally binding lease for each of the LCS Healthcare Facilities;

**"Healthcare Facility Reports"**

means each of the PDZ6 Healthcare Facility Report, the PDZ4 Healthcare Facility Report, the PDZ4/PDZ8 Healthcare Facility Report and the PDZ8 Second Healthcare Facility Report and **"Healthcare Facility Report"** means any one of the PDZ6 Healthcare Facility Report, the PDZ4 Healthcare Facility Report, the PDZ4/PDZ8 Healthcare Facility Report and the PDZ8 Second Healthcare Facility Report as applicable in the context;

**"Healthcare Facilities Cost Cap"**

means the total cost of constructing and fitting out each of the LCS Healthcare Facilities calculated by:

1. in respect of the PDZ6 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ6 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ6 Healthcare Facility (such GIA to be determined through the PDZ6 Healthcare Facility Report);
2. in respect of the PDZ4 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ4 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ4 Healthcare Facility (such GIA to be determined through the PDZ4 Healthcare Facility Report) **AND** adding any Uncommitted PDZ6 Healthcare Facilities Cost Cap;
3. in respect of the PDZ4 Healthcare Facility Extension, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ4 Healthcare Facility Extension which is provided at nil consideration) to the GIA of the PDZ4 Healthcare Facility Extension (such GIA to be determined through the PDZ4/PDZ8 Healthcare Facility Report) **AND** adding any Uncommitted PDZ6 Healthcare Facilities Cost Cap to the extent not expended on

the PDZ4 Healthcare Facility;

4. in respect of the PDZ8 Healthcare Facility, applying a rate of £2,574 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for the PDZ8 Healthcare Facility which is provided at nil consideration) to the GIA of the PDZ8 Healthcare Facility (such GIA to be determined through the PDZ4/PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report) **AND**, if the PDZ4 Healthcare Facility Extension has been provided or otherwise pursuant to paragraphs 3.4.3, 4.5 or 4.7 adding any Uncommitted PDZ4 Healthcare Facilities Cost Cap;

**"Healthcare Service Provider"**

means providers of primary healthcare services (who, as at the date hereof, are anticipated to be the NHS Commissioning Board and Clinical Commissioning Groups);

**"Healthcare Triggers"**

means any or all of the triggers in paragraphs 1, 2, 4 and 5 to:

1. secure a Healthcare Service Provider;
2. Commence construction of the LCS Healthcare Facilities;
3. Complete the construction of the LCS Healthcare Facilities;
4. to enter into the Healthcare Facility Leases or use Reasonable Endeavours to enter into the Healthcare Facility Leases; and
5. make available the LCS Healthcare Facilities for Occupation and fitting out by the lessees of the LCS Healthcare Facilities;

**"HF Reserved Matters Application"**

means any application for Reserved Matters in respect of a LCS Healthcare Facility **SAVE THAT:**

1. in the event the LCS Healthcare Facility is to be co-located with another facility or use the term "HF Reserved Matters Application" shall not include a Reserved Matters application in respect of scale; and
2. in the event the LCS Healthcare Facility is to be provided within another facility or use the term "HF Reserved Matters Application" shall not include Reserved Matters applications in respect of scale and layout;

**"LCS Healthcare Facilities"**

means healthcare facilities comprising each of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility and **"LCS Healthcare Facility"** shall mean any one of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility as applicable in the context;

<b>"NHS Commissioning Board"</b>	means the body corporate to be known as the National Health Service Commissioning Board and which is to be established in accordance with the Health and Social Care Act 2012;
<b>"PDZ4 Healthcare Facility Extension"</b>	means an extension to the PDZ4 Healthcare Facility of a size (being no more than the difference between the size of the PDZ4 Healthcare Facility as provided and 2,554sq m GEA) and type to be determined through the Approved PDZ4/PDZ8 Healthcare Facility Report and to be provided in accordance with paragraphs 3 and 4;
<b>"PDZ4 Healthcare Facility"</b>	means a Healthcare Facility to be located in PDZ4 of a size (up to 2,554sq m GEA) and type to be determined through the PDZ4 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 2;
<b>"PDZ4 Healthcare Facility Consultation"</b>	<p>means a consultation with the Health Working Group on:</p> <ol style="list-style-type: none"><li>1. the proposed type and size of the PDZ4 Healthcare Facility; and</li><li>2. whether the Healthcare Triggers for the PDZ4 Healthcare Facility are appropriate;</li></ol> <p>having regard in all instances to the capacity at existing and proposed (being healthcare facilities that will be delivered within the following 6 (six) months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;</p>
<b>"PDZ4 Healthcare Facility Report"</b>	means a report prepared by the Developer setting out the results of the PDZ4 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ4 Healthcare Facility Consultation) and in the event the results of the PDZ4 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ4 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ4 Healthcare Facility;
<b>"PDZ4/PDZ8 Healthcare Facility Consultation"</b>	<p>means a consultation with the Health Working Group on:</p> <ol style="list-style-type: none"><li>1. whether there is a need to expand the PDZ4 Healthcare Facility (with or without the PDZ8 Healthcare Facility);</li><li>2. whether the PDZ8 Healthcare Facility is needed (with or without the PDZ4 Healthcare Facility Extension);</li><li>3. if there is a need to expand the PDZ4 Healthcare Facility, the proposed type and size of the PDZ4 Healthcare Facility Extension;</li><li>4. if there is a need to expand the PDZ4 Healthcare Facility, whether the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are appropriate;</li><li>5. if the PDZ8 Healthcare Facility is needed, the</li></ol>

proposed type and size of the PDZ8 Healthcare Facility; and

6. if the PDZ8 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;

**"PDZ4/PDZ8 Healthcare Facility Report"**

means a report prepared by the Developer setting out the results of the PDZ4/PDZ8 Healthcare Facility Expansion Consultation (such report to attach the written comments of the Health Working Group from the PDZ4/PDZ8 Healthcare Facility Expansion Consultation) and in the event:

1. the results of the PDZ4/PDZ8 Healthcare Facility Consultation indicate that the PDZ4 Healthcare Facility Extension is needed and that the Healthcare Triggers are not appropriate for the PDZ4 Healthcare Facility Extension, the report will also propose Healthcare Alternative Triggers for the PDZ4 Healthcare Facility Extension;
2. the results of the PDZ4/PDZ8 Healthcare Facility Consultation indicate that the PDZ8 Healthcare Facility is needed and that the Healthcare Triggers are not appropriate for the PDZ8 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ8 Healthcare Facility;

**"PDZ6 Healthcare Facility"**

means a Healthcare Facility to be located in PDZ6 of a size (up to 645 sq m GEA) and type to be determined through the PDZ6 Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 1;

**"PDZ6 Healthcare Facility Consultation"**

means a consultation with the Health Working Group on:

1. whether the PDZ6 Healthcare Facility is needed;
2. if the PDZ6 Healthcare Facility is needed, the proposed type and size of the PDZ6 Healthcare Facility; and
3. if the PDZ6 Healthcare Facility is needed, whether the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the

anticipated total population of the Development;

**"PDZ6 Healthcare Facility Report"**

means a report prepared by the Developer setting out the results of the PDZ6 Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ6 Healthcare Facility Consultation) and in the event the results of the PDZ6 Healthcare Facility Consultation indicate that the Healthcare Triggers are not appropriate for the PDZ6 Healthcare Facility, the report will also propose Healthcare Alternative Triggers for the PDZ6 Healthcare Facility;

**"PDZ8 Healthcare Facility"**

means a Healthcare Facility to be located in PDZ8 of a size (up to 645 sq m GEA) and type to be determined through the PDZ4/PDZ8 Healthcare Facility Report or the PDZ8 Second Healthcare Facility Report approved by the LPA and to be provided in accordance with paragraph 5;

**"PDZ8 Second Healthcare Facility Consultation"**

means a consultation with the Health Working Group on:

1. whether the PDZ8 Healthcare Facility is needed;
2. if the PDZ8 Healthcare Facility is needed, the proposed type and size of the PDZ8 Healthcare Facility; and
3. if the PDZ8 Healthcare Facility is needed, the triggers by which the Developer is to:
  - 3.1 secure a Healthcare Service Provider,
  - 3.2 Commence construction of the PDZ8 Healthcare Facility,
  - 3.3 complete the construction of the PDZ8 Healthcare Facility,
  - 3.4 enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Leases for the PDZ8 Healthcare Facility; and
  - 3.5 make available the PDZ8 Healthcare Facility for Occupation;

where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;

**"PDZ8 Second Healthcare Facility Report"**

means a report prepared by the Developer setting out the results of the PDZ8 Second Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ8 Second Healthcare Facility Consultation) and, where the PDZ8 Healthcare Facility is needed, recommending the triggers by which the Developer is to:



1. secure a Healthcare Service Provider;
2. Commence construction of the PDZ8 Healthcare Facility;
3. Complete the construction of the PDZ8 Healthcare Facility;
4. enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Lease for the PDZ8 Healthcare Facility; and
5. make available the PDZ8 Healthcare Facility for Occupation;

**"Uncommitted PDZ4  
Healthcare Facilities Cost  
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 2,426 sq m GIA LESS the GIA of the PDZ4 Healthcare Facility provided pursuant to paragraphs 2.10 or 2.12 and, where the PDZ4 Healthcare Facility Extension is to be provided pursuant to paragraphs 4.5 or 4.7, LESS the GIA of the PDZ4 Healthcare Facility Extension so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

**"Uncommitted PDZ6  
Healthcare Facilities Cost  
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 645 sq m GIA or, where the PDZ6 Healthcare Facility is to be provided pursuant to paragraphs 1.8 or 1.10, 645 sq m GIA LESS the GIA of the PDZ6 Healthcare Facility so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

**"Uncommitted PDZ8  
Healthcare Facilities Cost  
Cap"**

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 613 sq m GIA or, where the PDZ8 Healthcare Facility is to be provided pursuant to paragraphs 5.5, 5.7 or 5.14, 613 sq m GIA LESS the GIA of the PDZ8 Healthcare Facility so provided;
3. **B** = £1,814 per sq m Indexed multiplied by C

## OPERATIVE PROVISIONS

### 1. PDZ6 HEALTHCARE FACILITY

- 1.1 The Developer shall not Occupy more than 300 (three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ6 Healthcare Facility Consultation.
- 1.2 The Developer shall carry out the PDZ6 Healthcare Facility Consultation and prepare the PDZ6 Healthcare Facility Report in accordance with paragraph 6.3.
- 1.3 Where the Approved PDZ6 Healthcare Facility Report recommends that:
  - 1.3.1 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate; or
  - 1.3.2 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 1 shall be deemed to be amended to reflect the Healthcare Alternative Triggers

### AND

- 1.3.3 in respect of both scenarios set out in paragraphs 1.3.1 and 1.3.2, the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility

the Developer shall provide the PDZ6 Healthcare Facility in accordance with paragraphs 1.4 to 1.9 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ6 Healthcare Facility in accordance with such recommended size and type and references to PDZ6 Healthcare Facility in the remainder of this paragraph 1 shall be read accordingly.

- 1.4 By no later than the Occupation of 300 (three hundred) Residential Units which are permitted to be constructed in PDZ6 and prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall:
  - 1.4.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ6 Healthcare Facility;
  - 1.4.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ6 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 1.5 Prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ6 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ6 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ6 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility is not exceeded.
- 1.6 The Developer shall not submit a HF Reserved Matters Application for the PDZ6 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ6

Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ6 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ6 Healthcare Facility of such HF Reserved Matters Application.

- 1.7 The Developer shall not Occupy more than 400 (four hundred) Residential Units which are permitted to be constructed in PDZ6 unless and until construction work on the PDZ6 Healthcare Facility has Commenced.
- 1.8 The Developer shall not Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until:
  - 1.8.1 the PDZ6 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 1.5;
  - 1.8.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ6 Healthcare Facility on the heads of terms Approved pursuant to paragraph 1.4.2 and either:
    - (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
    - (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
  - 1.8.3 the PDZ6 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.9 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 1.4.2 to the Healthcare Property Provider for the PDZ6 Healthcare Facility and the provisions of paragraph 1.8 shall re-apply.
- 1.10 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ6 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ6 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ6 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.11 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such

Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ6 Healthcare Facility.

1.12 Where the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility is not needed, the Developer shall not be required to provide the PDZ6 Healthcare Facility notwithstanding the PDZ6 Healthcare Facility is shown on the ZMP for PDZ6 approved pursuant to Condition LCS0.1.

1.13 Where:

1.13.1 the PDZ6 Healthcare Facility is provided pursuant to paragraphs 1.8 or 1.9;  
or

1.13.2 the PDZ6 Healthcare Facility is not provided pursuant to paragraph 1.12

the Developer shall increase the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility by the amount of any Uncommitted PDZ6 Healthcare Facilities Cost Cap.

1.14 Within 20 (twenty) Working Days of the PDZ6 Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility will be utilised and the amount (together with reasonable comparable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 1.13.

## 2. PDZ4 HEALTHCARE FACILITY

2.1 The Developer shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ4 Healthcare Facility Consultation.

2.2 The Developer shall not carry out the PDZ4 Healthcare Facility Consultation unless and until at least 1,300 (one thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.

2.3 The Developer shall carry out the PDZ4 Healthcare Facility Consultation and prepare the PDZ4 Healthcare Facility Report in accordance with paragraph 6.3.

2.4 Following the Approval of the PDZ4 Healthcare Facility Report, the Developer shall provide the PDZ4 Healthcare Facility in accordance with paragraphs 2.5 to 2.14 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility in accordance with the size and type as approved in the Approved PDZ4 Healthcare Facility Report.

2.5 Where the Approved PDZ4 Healthcare Facility Report recommends that the Healthcare Triggers for the PDZ4 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 2 shall be deemed to be amended to reflect the Healthcare Alternative Triggers.

2.6 By no later than the Occupation of 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ4 Healthcare Facility, the Developer shall:

2.6.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility;

- 2.6.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 2.7 Prior to the submission of a HF Reserved Matters Application for the PDZ4 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility is not exceeded.
- 2.8 The Developer shall not submit a HF Reserved Matters Application for the PDZ4 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ4 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ4 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ4 Healthcare Facility of such HF Reserved Matters Application.
- 2.9 The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ4 Healthcare Facility has Commenced.
- 2.10 The Developer shall not Occupy more than 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 2.10.1 the PDZ4 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 2.7;
- 2.10.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ4 Healthcare Facility on the heads of terms Approved pursuant to paragraph 2.6.2 and either:
- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
- (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "First Offer Period");
- 2.10.3 the PDZ4 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.11 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved

pursuant to paragraph 2.6.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility and the provisions of paragraph 2.10 shall re-apply.

- 2.12 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.13 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ4 Healthcare Facility.
- 2.14 Where the Approved PDZ4 Healthcare Facility Report recommends that the size of the PDZ4 Healthcare Facility should be less than 2,544 sq m GEA, the provisions of paragraphs 2.15, 2.16, 3 and 4 shall apply.
- 2.15 The Developer shall safeguard an area adjacent to the PDZ4 Healthcare Facility equivalent to the difference between 2,544 sq m GEA and the recommended size in the Approved PDZ4 Healthcare Facility Report which for the avoidance of doubt could include equivalent floorspace within the building accommodating the PDZ4 Healthcare Facility in the event the Developer decides to construct a building of 2,544sq m GEA to accommodate within that building the recommended smaller area for the PDZ4 Healthcare Facility (the "**PDZ4 Safeguarded Area**"), such PDZ4 Safeguarded Area to be detailed in the HF Reserved Matters Application for the PDZ4 Healthcare Facility.
- 2.16 Subject to paragraph 3.4.3, the Developer shall not carry out any works on the PDZ4 Safeguarded Area that would prevent any future expansion of the PDZ4 Healthcare Facility to be carried out in accordance with the provisions and Healthcare Triggers contained in paragraphs 3 and 4 and for the avoidance of doubt this paragraph does not prevent any Interim Uses being located on the Safeguarded Area **PROVIDED ALWAYS THAT** such Interim Uses shall not prevent any future expansion of the PDZ4 Healthcare Facility to be carried out in accordance with the provisions and Healthcare Triggers contained in paragraphs 3 and 4.
- 2.17 Within 20 (twenty) Working Days of the PDZ4 Healthcare Facility Report being Approved, the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility has been utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that will remain available for the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension.

### 3. **PDZ4 HEALTHCARE FACILITY EXTENSION AND PDZ8 HEALTHCARE FACILITY CONSULTATION**

- 3.1 The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development

unless and until the Developer has commenced the PDZ4/PDZ8 Healthcare Facility Consultation.

- 3.2 The Developer shall not carry out the PDZ4/PDZ8 Healthcare Facility Consultation unless and until at least 2,300 (two thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.
- 3.3 The Developer shall carry out the PDZ4/PDZ8 Healthcare Facility Consultation and prepare the PDZ4/PDZ8 Healthcare Facility Report in accordance with paragraph 6.3.
- 3.4 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that:
  - 3.4.1 the PDZ4 Healthcare Facility should be expanded, the Developer shall provide the PDZ4 Healthcare Facility Extension in accordance with paragraph 4 and the provisions in paragraph 3.5 shall apply; and/or
  - 3.4.2 the PDZ8 Healthcare Facility should be provided, the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) and the provisions in paragraph 3.6 shall apply; and/or
  - 3.4.3 the PDZ4 Healthcare Facility does not need to be expanded, the PDZ4 Safeguarded Area and the Developer shall be released from the safeguarding provisions in paragraphs 2.15 and 2.16; and/or
  - 3.4.4 the PDZ8 Healthcare Facility is not needed the provisions of paragraphs 5.9 to 5.16 (inclusive) shall apply.

- 3.5 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that
  - 3.5.1 the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are appropriate; or
  - 3.5.2 the Healthcare Triggers for the PDZ4 Healthcare Facility Extension are not appropriate, the obligations in paragraph 4 shall be deemed to be amended to reflect the Healthcare Alternative Triggers

**AND**

- 3.5.3 in respect of both scenarios set out in paragraphs 3.5.1 and 3.5.2, the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ4 Healthcare Facility Extension should be of a certain size up to the PDZ4 Safeguarded Area and the type of primary healthcare facility

the Developer shall provide the PDZ4 Healthcare Facility Extension in accordance with paragraph 4 and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility Extension in accordance with such recommended size and type and references to PDZ4 Healthcare Facility Extension in paragraph 4 shall be read accordingly.

- 3.6 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that
  - 3.6.1 the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate; or
  - 3.6.2 the Healthcare Triggers for the PDZ8 Healthcare Facility are not appropriate, the obligations in paragraphs 5.9 to 5.16 (inclusive) shall be deemed to be amended to reflect the Healthcare Alternative Triggers

**AND**

- 3.6.3 in respect of both scenarios set out in paragraphs 3.6.1 and 3.6.2, the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility

the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.9 to 5.16 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.9 to 5.16 (inclusive) shall be read accordingly.

#### 4. PDZ4 HEALTHCARE FACILITY EXTENSION

- 4.1 By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application or (if applicable) a planning application for the PDZ4 Healthcare Facility Extension, the Developer shall:

4.1.1 secure the Healthcare Service Provider of the PDZ4 Healthcare Facility or another Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility Extension;

4.1.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility Extension **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;

- 4.2 Prior to the submission of a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension, the Developer shall agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility Extension (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility Extension such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility Extension is not exceeded.

- 4.3 The Developer shall not submit a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension unless and until a Healthcare Service Provider for the PDZ4 Healthcare Facility Extension has been secured. In submitting a HF Reserved Matters Application or planning application (if applicable) for the PDZ4 Healthcare Facility Extension, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension of such HF Reserved Matters Application or planning application (if applicable).

- 4.4 The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ4 Healthcare Facility Extension has Commenced.

- 4.5 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:

4.5.1 the PDZ4 Healthcare Facility Extension has been completed in accordance with the scope of works agreed pursuant to paragraph 4.2;



4.5.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension on the heads of terms Approved pursuant to paragraph 4.1.2 and either:

- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
- (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");

4.5.3 the PDZ4 Healthcare Facility Extension has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.

4.6 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 4.1.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and the provisions of paragraph 4.5 shall re-apply.

4.7 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility Extension and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility Extension available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.

4.8 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility Extension is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ4 Healthcare Facility Extension.

4.9 Where:

4.9.1 the PDZ4 Healthcare Facility Extension is provided pursuant to paragraphs 4.5 or 4.7; or

4.9.2 the PDZ4 Healthcare Facility Extension is not provided pursuant to paragraph 3.4.3

any Uncommitted PDZ4 Healthcare Facilities Cost Cap shall be distributed as follows:

- 4.9.3 where the PDZ8 Second Healthcare Facility Report has yet to be submitted for Approval pursuant to paragraph 5 or such report submitted to the LPA for Approval recommends that the PDZ8 Healthcare Facility is needed the Developer shall add the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility Extension; and
- 4.9.4 where the PDZ8 Second Healthcare Facility Report is Approved and such Approved PDZ8 Second Healthcare Facility Report recommends that there is no need for the PDZ8 Healthcare Facility, the Developer shall pay the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the LPA for the LPA to spend in accordance with Clause 8.5.
- 4.10 Within 20 (twenty) Working Days of the PDZ4/PDZ8 Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PD4 Healthcare Facilities Cost Cap that will be available for the purposes of paragraph 4.9.

## 5. PDZ8 HEALTHCARE FACILITY

- 5.1 By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall:
  - 5.1.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ8 Healthcare Facility; and
  - 5.1.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ8 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 5.2 Prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ8 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ8 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ8 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility is not exceeded.
- 5.3 The Developer shall not submit a HF Reserved Matters Application for the PDZ8 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ8 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ8 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ8 Healthcare Facility of such HF Reserved Matters Application.
- 5.4 The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ8 Healthcare Facility has Commenced.
- 5.5 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed in PDZ8 unless and until:

- 5.5.1 the PDZ8 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 5.2;
- 5.5.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ8 Healthcare Facility on the heads of terms Approved pursuant to paragraph 5.1.2 and either:
- (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
  - (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
- 5.5.3 the PDZ8 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 5.6 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 5.1.2 to the Healthcare Service Provider for the PDZ8 Healthcare Facility and the provisions of paragraph 5.5 shall re-apply.
- 5.7 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ8 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ8 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ8 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 5.8 Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ8 Healthcare Facility.
- 5.9 Where the Approved PDZ4/PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed, the Developer shall by no later than 3 (three) months following the Approval of the PDZ4/PDZ8 Healthcare Facility Report submit to the LPA details of the location of an area no less than 645 sq m GEA within PDZ8 to be safeguarded for future development as the PDZ8 Healthcare Facility which for the avoidance of doubt could include equivalent floorspace within a building in the event the Developer decides to construct a building of 645sq m GEA (the "**PDZ8 Safeguarded Area**").

- 5.10 Subject to paragraph 5.16, the Developer shall not carry out any works on the PDZ8 Safeguarded Area that would prevent the future permanent development of the PDZ8 Healthcare Facility on the PDZ8 Safeguarded Area pursuant to this paragraph 5 and for the avoidance of doubt this paragraph does not prevent any Interim Uses being located on the PDZ8 Safeguarded Area **PROVIDED ALWAYS THAT** such Interim Uses shall not prevent any future permanent development of the PDZ8 Healthcare Facility to be carried out pursuant to this paragraph 5.
- 5.11 The Developer shall not Occupy more than ~~6,000~~ ~~(six~~ 4,800 (four thousand eight hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Second Healthcare Facility Consultation.
- 5.12 The Developer shall not carry out the PDZ8 Second Healthcare Facility Consultation unless and until at least ~~5,300~~ ~~(five~~ 4,100 (four thousand ~~three~~ one hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.
- 5.13 The Developer shall carry out the PDZ8 Second Healthcare Facility Consultation and prepare the PDZ8 Second Healthcare Facility Report in accordance with paragraph 6.3.
- 5.14 Where the Approved PDZ8 Second Healthcare Facility Report recommends that:
- 5.14.1 the PDZ8 Healthcare Facility is needed; and
  - 5.14.2 the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility
- 5.15 the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) but with the Healthcare Triggers in respect of such paragraphs revised as recommended in the Approved PDZ8 Second Healthcare Facility Report and the Developer shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.1 to 5.8 (inclusive) shall be read accordingly.
- 5.16 Where the Approved PDZ8 Second Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed the Developer shall not be required to provide the PDZ8 Healthcare Facility and the PDZ8 Safeguarded Area and the Developer shall be released from the safeguarding provisions contained in paragraphs 5.9 and 5.10.
- 5.17 Where:
- 5.17.1 the PDZ8 Healthcare Facility is provided pursuant to paragraphs 5.5, 5.7 or 5.14; or
  - 5.17.2 the PDZ8 Healthcare Facility is not provided pursuant to paragraph 5.15
- the Developer shall pay Uncommitted PDZ8 Healthcare Facilities Cost Cap to the LPA for the LPA to be spend in accordance with Clause 8.5.
- 5.18 Within 20 (twenty) Working Days of the PDZ8 Second Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ8 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 5.17.

6. **GENERAL**

- 6.1 Following the grant of a lease of each of the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility and if and so long as such lease(s) (or any renewed or replacement lease(s) to the Healthcare Service Provider(s)) subsists, the PDZ6 Healthcare Facility, the PDZ4 Healthcare Facility, the PDZ4 Healthcare Facility Extension and the PDZ8 Healthcare Facility subject to such lease(s) shall not unless otherwise agreed in writing with the LPA be used other than for healthcare purposes for the benefit of the Development and, to the extent there is spare capacity following take up by the Development, of the residents in the local area.
- 6.2 The Developer covenants to submit to the Health Working Group (in addition to its obligations in respect of each Healthcare Facility Consultation) reports on the key stages of the selection of the Healthcare Service Provider, the procurement of the LCS Healthcare Facilities and the construction of the LCS Healthcare Facilities and to take into account any written comments from the Healthcare Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written explanation and justification to the Health Working Group of why the Developer does not accept such comments.
- 6.3 Each Healthcare Facility Consultation shall be carried out as follows unless otherwise agreed with the LPA:
- 6.3.1 each Healthcare Facility Consultation shall be commenced when the Developer issues written invitations to the members of the Health Working Group to take part in the Healthcare Facility Consultation. The invitation will set out the scope of the Healthcare Facility Consultation and will confirm the timescales set out below;
- 6.3.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 6.3.1 the Developer shall hold a meeting with the Health Working Group to obtain the Health Working Group's initial views on the matters on which they are being consulted;
- 6.3.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 6.3.2 the Health Working Group shall submit its formal written response on the Healthcare Facility Consultation to the Developer;
- 6.3.4 not more than 10 (ten) Working Days following receipt of the Health Working Group's formal written response pursuant to paragraph 6.3.3 the Developer shall prepare a draft of the relevant Health Facility Report and shall submit the draft Health Facility Report to the Health Working Group for its review and comment;
- 6.3.5 not more than 10 (ten) Working Days following receipt of the draft Health Facility Report pursuant to paragraph 6.3.4 the Health Working Group shall provide its written comments on the draft Health Facility Report to the Developer;
- 6.3.6 not more than 10 (ten) Working Days following receipt of the Health Working Group's comments pursuant to paragraph 6.3.5 the Developer shall prepare the final Health Facility Report taking into account such comments and the final Health Facility Report shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. The Developer shall issue the final Health Facility Report to the LPA for Approval.

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves each Health Facility Report, the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 and each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 within:

7.1.1 10 (ten) Working Days of receipt of such Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 (as applicable) from the Developer, or

7.1.2 where the Health Working Group has not provided written comments on the draft Health Facility Report in accordance with paragraph 6, 20 (twenty) Working Days; or

7.1.3 where the LPA decides that it needs to report any Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, 2.6.2, 4.1.2 and 5.1.2 or each report submitted pursuant to paragraphs 1.14, 2.17, 4.10 and 5.18 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable)

**PROVIDED THAT** where paragraph 7.1.3 applies, the LPA shall notify the Developer of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Health Facility Report or such heads of terms or such report the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 7

### SNT AND COMMUNITY FACILITIES

#### RECITALS

- (A) The Planning Application includes the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Schedule 7.
- (B) In furtherance of the commitment referred to in (A) above, it has been agreed between the LPA and the Developer that the Development should deliver the Minimum Community Facilities Provision on the terms set out in this Schedule 7.

#### DEFINITIONS

**"Approved"** means in the context of this Schedule, approved by the LPA pursuant to paragraph 5.3 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;

**"Community Facilities"** means flexible community facilities within Use Class D1 but excluding:

1. the PDZ 4 Healthcare Facility, the PDZ4 Healthcare Facility Extension, the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility (as defined in Schedule 6 (Health));
2. the Schools (as defined in Schedule 8 (Education)); and
3. the SNT Spaces;

**"Community Facilities RM Report"** means a report prepared by the Developer setting out how the proposed detailed design of the relevant Minimum Community Facilities Provision to be provided in the PDZ or the SPDZ the subject of the report and pursuant to the relevant application for Reserved Matters approval is in accordance with the Approved Zonal Community Facilities Strategy together with:

1. notwithstanding the Approval of the Zonal Community Facilities Strategy, any information required to be included in any Zonal Community Facilities Strategy that was not provided or fully provided to the reasonable satisfaction of the LPA in the Approved Zonal Community Facilities Strategy; and
2. the following information to the extent that such information has not already been provided in the Approved Zonal Community Facilities Strategy:
  - 2.1 the strategy for seeking expressions of interest from the identified potential users of the Minimum Community Facilities Provision;
  - 2.2 the minimum and maximum parameters for

the likely charging regimes (including discounting regimes) for using the Minimum Community Facilities Provision or confirmation that the likely charging regimes (including discounting regimes) are in accordance with the charging regimes (including discounting regimes) in place at other Community Facilities in the MDC Area; and

- 2.4 how the Minimum Community Facilities Provision will be operated including how users will be able to book the Minimum Community Facilities Provision for their use;

**"Community Facilities Strategies"**

means each of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategies, the Community Facilities RM Report and the Utilisation of Community Facilities Report and **"Community Facilities Strategy"** means any one of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategy, the Community Facilities RM Report and the Utilisation of Community Facilities Report as applicable in the context;

**"Community Facilities Working Group"**

means the community facilities working group established and operated in accordance with Conditions LCS0.239 and LCS0.240;

**"Community Participation Strategy"**

means the corporate strategy prepared by LLDC for community participation and engagement objectives (including programmes and schemes) within the Olympic Park which contributes to convergence with existing communities outside the Site and which sets the context for the Minimum Community Facilities Provision;

**"LCS Community Facilities Strategy"**

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision and which shall have regard to the Community Participation Strategy and shall identify and set out the:

1. principles for the promotion of the Minimum Community Facilities Provision;
2. broad categories of potential users of the Minimum Community Facilities Provision;
3. principles of how and when (including principles for the hours of use) the Minimum Community Facilities Provision will be made available to users;
4. options for the management and maintenance of the Minimum Community Facilities Provision;
5. options for the funding of the Minimum Community Facilities Provision; and
6. PDZs and SPDZs which are to incorporate within their floorspace the Minimum Community Facilities Provision;



<b>"LCS Community Facilities Strategy Consultation"</b>	means the consultation with the Community Facilities Working Group on the preparation and content of the LCS Community Facilities Strategy;
<b>"LCS Community Facilities Strategy Revision"</b>	means an alternative or additional location within the Site to the PDZ(s) and/or SPDZ(s) identified in the Approved LCS Community Facilities Strategy that the Developer proposes should incorporate within its/their floorspace the Minimum Community Facility Provision and, where the alternative or additional location is a Community Facility that has already been constructed in a PDZ or SPDZ, such information as is required to be included in a Zonal Community Facilities Strategy and a Community Facilities RM Report in respect of such Community Facility;
<b>"LCS Community Facilities Strategy Revision Consultation"</b>	means consultation with the Community Facilities Working Group on the LCS Community Facilities Strategy Revision;
<b>"Minimum Community Facilities Provision"</b>	<p>means 1,052sqm of flexible community floorspace (Use Class D1) and 457sqm of library facilities needed to meet the needs of the Development but excluding:</p> <ol style="list-style-type: none"><li>1. the PDZ 4 Healthcare Facility, the PDZ4 Healthcare Facility Extension, the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility (as defined in Schedule 6 (Health));</li><li>2. the Schools (as defined in Schedule 8 (Education)); and</li><li>3. the SNT Spaces;</li></ol> <p><b>AND</b> which is provided in accordance with the LCS Community Facilities Strategy, a Zonal Community Facilities Strategy and a Community Facilities RM Report or pursuant to a LCS Community Facilities Strategy Revision;</p>
<b>"PDZ5 SNT Space"</b>	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 110sqm to be located on PDZ5 for the provision of an on-site police presence;
<b>"PDZ6 SNT Space"</b>	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 124sqm to be located on PDZ6 for the provision of an on-site police presence;
<b>"PDZ8 SNT Space"</b>	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA area up to 110sqm to be located on PDZ8 for the provision of an on-site police presence;
<b>"SNT Cost Cap"</b>	means the total cost of constructing and fitting out the SNT Spaces to Shell and Core Standard calculated by applying a rate of £2,048 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for each SNT Space which is provided at nil consideration) to the GIA of

each of SNT Space;

**"SNT Lease"**

means a legally binding lease for each of the SNT Spaces;

**"SNT Operator"**

means the Metropolitan Police Authority and such other police authority(ies) or force(s) that has/have the responsibility for policing all or part of the Site from time to time;

**"SNT Spaces"**

means each of the PDZ5 SNT Space, the PDZ6 SNT Space and the PDZ8 SNT Space and the term "**SNT Space**" shall mean any one of the PDZ5 SNT Space, the PDZ6 SNT Space and the PDZ8 SNT Space as applicable in the context.

**"Zonal Community Facilities Strategy"**

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision within each PDZ and each SPDZ where all or any part of the Minimum Community Facilities Provision is to be provided and which shall identify and set out:

1. the quantum of the Minimum Community Facilities Provision to be provided in the PDZ or SPDZ the subject of the strategy and how it contributes to the overall Minimum Community Facility Provision;
2. the location of the Minimum Community Facilities Provision in the PDZ or the SPDZ;
3. the categories of potential users of the Minimum Community Facilities Provision;
4. the hours of use for the Community Facilities reflecting the categories of potential users of the Minimum Community Facilities Provision;
5. the strategy for promoting the use of the Minimum Community Facilities Provision;
6. which of the management and maintenance options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision; and
7. which of the funding options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision;

**"Zonal Community Facilities Strategy Consultation"**

means a consultation with the Community Facilities Working Group on the Zonal Community Facilities Strategy for each PDZ where Community Facilities are to be provided.

**OPERATIVE PROVISIONS**

**1. PDZ6 SNT SPACE**

- 1.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 824 (eight hundred and twenty-four) Residential Units which are permitted to be constructed in PDZ6 unless and until:

- 1.1.1 the PDZ6 SNT Space has been completed to Shell and Core Standard;
- 1.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ6 SNT Space; and
- 1.1.3 the PDZ6 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease.

**2. PDZ5 SNT SPACE**

- 2.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ4 and PDZ5 unless and until:

**EITHER**

- 2.1.1 the PDZ5 SNT Space has been completed to Shell and Core Standard;
- 2.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ5 SNT Space; and
- 2.1.3 the PDZ5 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease

**OR**

- 2.1.4 an interim space of the same size as the PDZ5 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ4 or PDZ5 until the PDZ5 SNT Space has been completed and provided pursuant to paragraphs 2.1.1 to 2.1.3 (inclusive).

**3. PDZ8 SNT SPACE**

- 3.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than ~~776~~ ~~(seven~~500 (five hundred and ~~seventy-six~~) Residential Units which are permitted to be constructed in ~~PDZ2~~, PDZ8 and PDZ12 unless and until:

**EITHER**

- 3.1.1 the PDZ8 SNT Space has been completed to Shell and Core Standard;
- 3.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ8 SNT Space; and
- 3.1.3 the PDZ8 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease

**OR**

- 3.1.4 an interim space of the same size as the PDZ8 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in ~~PDZ2~~, PDZ8 or PDZ12 until the PDZ8 SNT Space has been completed and provided pursuant to paragraphs 3.1.1 to 3.1.3 (inclusive).

#### 4. COMMUNITY FACILITIES

##### 4.1 Community Participation Strategy

- 4.1.1 Prior to submission of the first ZMP, LLDC shall consult the LPA and other key stakeholders identified by LLDC on the Community Participation Strategy.
- 4.1.2 LLDC shall have regard to comments received during the consultation with the LPA and key stakeholders on the Community Participation Strategy when preparing the final Community Participation Strategy.
- 4.1.3 In the event LLDC decides to amend and/or update the Community Participation Strategy, LLDC shall consult the LPA and any other key stakeholders identified by LLDC on such amendment and/or update and shall have regard to comments received during the consultation with the LPA and key stakeholders when preparing any amendment and/or update to the Community Participation Strategy.

##### 4.2 LCS Community Facilities Strategy

- 4.2.1 Not more than six months prior to submission of the first ZMP, LLDC shall commence the LCS Community Facilities Strategy Consultation. LLDC shall carry out the LCS Community Facilities Strategy Consultation and prepare the LCS Community Facilities Strategy in accordance with the provisions of paragraph 4.2.2.
- 4.2.2 The LCS Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:
  - (a) the LCS Community Facilities Strategy Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Consultation, will include the draft LCS Community Facilities Strategy and will confirm the timescale set out below;
  - (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy;
  - (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Consultation to LLDC;
  - (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:
    - (i) prepare the final LCS Community Facilities Strategy taking into account such comments and the final LCS Community Facilities Strategy shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and

- (ii) issue the final LCS Community Facilities Strategy to the LPA for Approval.
- 4.2.3 The Developer shall not submit the first ZMP to the LPA for approval unless and until the LCS Community Facilities Strategy has been Approved save in respect of PDZ6 where the ZMP for PDZ6 can be submitted for approval at the same time as the LCS Community Facilities Strategy is submitted for Approval but not before.
- 4.2.4 In the event that following the Approval of the LCS Community Facilities Strategy LLDC considers that an alternative or additional PDZ(s) or SPDZ(s) to the PDZ(s) or SPDZ(s) identified in the Approved LCS Community Facilities Strategy should incorporate within its/their floorspace the Minimum Community Facility Provision, LLDC shall carry out the LCS Community Facilities Strategy Revision Consultation in accordance with the provisions of paragraph 4.2.5.
- 4.2.5 The LCS Community Facilities Strategy Revision Consultation will be carried out as follows unless otherwise agreed with the LPA:
  - (a) the LCS Community Facilities Strategy Revision Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Revision Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Revision Consultation, will include the draft LCS Community Facilities Strategy Revision and will confirm the timescale set out below;
  - (b) not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy Revision;
  - (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Revision to LLDC;
  - (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:
    - (i) prepare the final LCS Community Facilities Strategy Revision taking into account such comments and the final LCS Community Facilities Strategy Revision shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
    - (ii) issue the final LCS Community Facilities Strategy Revision to the LPA for Approval.

#### 4.3 Zonal Community Facilities Strategies

- 4.3.1 In respect of each PDZ and each SPDZ where some or all of the Minimum Community Facilities Provision is identified to be located in that PDZ or SPDZ in the LCS Community Facilities Strategy and the Minimum

Community Facilities Provision has not been provided as part of the Development elsewhere, no later than six months prior to the submission of the ZMP for that PDZ or SZMP for that SZMP, the Developer shall commence the Zonal Community Facilities Consultation. The Developer shall carry out the Zonal Community Facilities Strategy Consultation and the preparation of the Zonal Community Facilities Strategy in accordance with paragraph 4.3.2.

- 4.3.2 The Zonal Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA;
- (a) the Zonal Community Facilities Strategy Consultation shall be commenced when the Developer issues written invitations to the members of the Community Facilities Working Group to take part in the Zonal Community Facilities Strategy Consultation. The invitation will set out the scope of the Zonal Community Facilities Strategy Consultation, will include the draft Zonal Community Facilities Strategy and will confirm the timescale set out below;
  - (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) the Developer shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft Zonal Community Facilities Strategy;
  - (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft Zonal Community Facilities Strategy Consultation to the Developer;
  - (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), the Developer shall:
    - (i) prepare the final Zonal Community Facilities Strategy taking into account such comments and the final Zonal Community Facilities Strategy shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
    - (ii) issue the final Zonal Community Facilities Strategy to the LPA for Approval.
- 4.3.3 The Developer shall not submit the ZMP for the PDZ the subject of paragraphs 4.3.1 and 4.3.2 or the SZMP for the SPDZ the subject of paragraphs 4.3.1 and 4.3.2 unless and until the Zonal Community Facilities Strategy for that PDZ or SPDZ (as applicable) has been Approved **PROVIDED THAT** where the LCS Community Facilities Strategy identifies PDZ6 as one of the locations for the Minimum Community Facilities Provision, the ZMP for PDZ6 can be submitted for approval at the same time as the Zonal Community Facilities Strategy for PDZ6 is submitted for Approval but not before.
- 4.3.4 At the same time as an application for Reserved Matters approval for the Minimum Community Facilities Provision is made to the LPA, the Developer shall also submit to the LPA for Approval the Community Facilities RM Report.

- 4.3.5 The Developer shall provide, promote and manage the Minimum Community Facilities Provision to be provided in any PDZ and any SPDZ in accordance with the Approved Zonal Community Facilities Strategy and the Approved Community Facilities RM Report applicable for that PDZ and SPDZ.

#### 4.4 Minimum Community Facilities Provision

- 4.4.1 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until it has provided at least 50% of the Minimum Community Facility Provision in the locations identified in the Approved LCS Community Facilities Strategy.
- 4.4.2 Subject to paragraph 4.4.4 from Occupation of 2,700 (two thousand seven hundred) Residential Units up to Occupation of ~~5,000~~ 4,100 Residential Units the Developer shall ensure that 50% of the Minimum Community Facility Provision is provided in the Development.
- 4.4.3 The Developer shall not Occupy more than ~~5,000 (five thousand one hundred)~~ 4,100 (four thousand one hundred) Residential Units which are permitted to be constructed across the Development as a whole until it has provided the remaining 50% of the Minimum Community Facility Provision (which, if not already provided, shall include the 457sqm of library floorspace of the Minimum Community Facilities Provision) in locations identified in the Approved LCS Community Facilities Strategy.
- 4.4.4 Subject to paragraphs 4.4.5 – 4.4.7 from Occupation of ~~5,000 (five thousand one hundred)~~ 4,100 (four thousand one hundred) Residential Units the Developer shall ensure that the Minimum Community Facility Provision is provided in the Development.
- 4.4.5 Following Occupation of ~~5,800 (five thousand eight hundred)~~ 4,900 (four thousand nine hundred) Residential Units, in the event that some or all of the Minimum Community Facility Provision is operating at an average of less than 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period (the "**Underutilised Community Facilities**"), the Developer shall submit a Utilisation of Community Facilities Report to the LPA for Approval.
- 4.4.6 Following the Approval of the Utilisation of Community Facilities Report, the Developer shall carry out the measures identified in the Approved Utilisation of Community Facilities Report to increase the utilisation of the Underutilised Community Facilities and the Developer shall continue to carry out such measures for the duration of the implementation and testing period identified in the Approved Utilisation of Community Facilities Report.
- 4.4.7 In the event following the end of the implementation and testing periods set out in the Approved Utilisation of Community Facilities Report, some or all of the Underutilised Community Facilities are not operating at an average of at least 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period and floorspace equivalent to the size of the Underutilised Community Facilities is provided in the Schools pursuant to the Schools Facilities Dual Use Agreement, the Developer may apply for planning permission to vary the use of the Underutilised Community Facilities **PROVIDED THAT** the Developer will use Reasonable Endeavours to assist any users of such Underutilised Community Facilities to utilise alternative Community Facilities in the Site or the Park.

5. GENERAL

5.1 SNT Spaces

5.1.1 The Developer shall use Reasonable Endeavours to secure the SNT Operator for each of the SNT Spaces and such obligation shall extend to marketing the SNT Spaces for a period of at least three months commencing at least three months prior to the anticipated date of completion for each of the SNT Spaces on lease terms set out in paragraph 5.1.3 (the "SNT Marketing Period") **PROVIDED THAT** in the event that during the SNT Marketing Period the SNT Operator confirms in writing that they do not require the SNT Space the subject of the SNT Marketing Period the Developer may apply (with evidence of the SNT Operator's confirmation) to the LPA to be released from the obligation requiring the provision of such SNT Space.

5.1.2 In the event that despite using Reasonable Endeavours no agreement for lease is entered into or a lease is granted for a SNT Space within the SNT Marketing Period and the SNT Operator has not confirmed in writing that they do not require the SNT Space, the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period:

- (a) the SNT Operator confirms in writing that they do not require such SNT Space; or
- (b) no agreement for lease is entered into or no lease is granted in respect of such SNT Space

the Developer may apply (with evidence of the SNT Operator's confirmation or reasonable evidence demonstrating the use of Reasonable Endeavours (as applicable)) to the LPA to be released from the obligation requiring the provision of such SNT Space.

5.1.3 The lease to be offered for each of the SNT Spaces pursuant to the marketing exercise required by paragraphs 5.1.1 and 5.1.2 shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the SNT Operator.

5.1.4 Following the grant of a SNT Lease of each of the SNT Spaces and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the SNT Space subject to such SNT Lease(s) shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of an on-site police presence.

5.2 Community Facilities

5.2.1 Any lease to be offered for any part of the Minimum Community Facilities Provision shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the lessee of the Minimum Community Facilities Provision.

5.2.2 Subject to paragraphs 4.4.5, 4.4.6 and 4.4.7, following the grant of a lease for any part of the Minimum Community Facilities Provision and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, such part of the Minimum Community Facilities Provision shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of Community Facilities.



### 5.3 Approval

The LPA shall confirm whether or not it approves each Community Facilities Strategy within:

- 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or
- 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy

**PROVIDED THAT** where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 8

### EDUCATION

#### RECITALS

- (A) The Planning Application seeks consent for two three form entry primary schools and a six form entry secondary school together with nursery facilities. Planning permission for the Secondary School has been granted and it will now be delivered on PDZ3 and not within the Site.
- (B) The Planning Application also seeks consent for playing fields, which are to be provided for use by the Schools and, in respect of the FPS Playing Fields, for use by Gainsborough School as well as the First Primary School.
- (C) It has been agreed that a key objective of the operation and management of the Playing Fields is to ensure dual use of the Playing Fields such that the Playing Fields, whilst being developed primarily for education use, are also made available for use by the local community outside School Hours.
- (D) In addition, it has been agreed that it would be beneficial for other facilities within Schools (in addition to the Playing Fields) to be made available for use by the local community outside School Hours.
- (E) The FPS Playing Fields are anticipated to be delivered in two stages with the FPS First Phase being delivered during the Legacy Transformation Phase and the FPS Second Phase being delivered with the First Primary School.

#### DEFINITIONS

- "5.1FE Threshold"** means five point one (5.1) forms of entry primary school provision capable of providing a minimum of 1,067 (one thousand and sixty seven) places for pupils (based on DfE Guidance);
- "5.1FE 75% Threshold"** means primary school provision capable of providing 800 places for pupils.
- "A1 Education and Infrastructure Consultations"** means:
1. a consultation with the Education Working Group on the identification of Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units and which Additional Education Provision should be funded through the Ringfenced Education Amount less any Early Release Contribution;
  2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units; and
  3. where the Approved A1 Education Review identifies an Early Release Contribution should be made, a consultation with the Education Working Group on the identification of Additional Education Provision in order

to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units and which Additional Education Provision should be funded through the Early Release Contribution;

**"A1 Education and Infrastructure Report"**

means a report prepared by the Developer setting out the following:

1. the results of the A1 Education and Infrastructure Consultations;
2. the identified Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units and which funding for such Additional Education Provision should be protected through the Ringfenced Education Amount (less any Early Release Contribution);
3. the Additional Education Provision to be funded when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units from any Early Release Contribution;
4. the identified Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;

**"A1 Education Review"**

means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 2,500th Residential Unit (but not before the Occupation of the 2,250th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall identify:

1. the proposed amount (£) of the Ringfenced Education Amount; and
2. any Early Release Contribution;

**"A1 Social Infrastructure Contribution"**

means 50% of the Remaining Social Infrastructure Contribution;

**"A2 Education and Infrastructure Consultations"**

means:

1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the A2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and
2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure

Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;

<b>"A2 Education and Infrastructure Report"</b>	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"><li>1. the results of the A2 Education and Infrastructure Consultations;</li><li>2. the identified Additional Education Provision to be funded from the A2 Education Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and</li><li>3. the identified Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;</li></ol>
<b>"A2 Education Contribution"</b>	means the proportion (£) of the Unspent Social Infrastructure Contribution A to be paid to the LPA for Additional Educational Provision to meet the Additional Primary Education Needs as set out in the Approved A2 Education Review;
<b>"A2 Education Review"</b>	means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 5000 <sup>th</sup> Residential Unit (but not before the Occupation of the 4,250 <sup>th</sup> Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the A2 Education Contribution;
<b>"A2 Social Infrastructure Contribution"</b>	means a sum (£) equal to the Unspent Social Infrastructure Contribution A LESS the A2 Education Contribution;
<b>"A3 Social Infrastructure Consultation"</b>	means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;
<b>"A3 Social Infrastructure Report"</b>	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"><li>1. the results of the A3 Social Infrastructure Consultation; and</li><li>2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;</li></ol>
<b>"Additional Capacity"</b>	means additional primary school provision equivalent to a single form of entry and comprising a minimum of 210 places for pupils;
<b>"Additional Capacity"</b>	means a detailed strategy for the delivery of the Additional Capacity to be submitted to and approved by the LPA in

<b>Strategy"</b>	accordance with paragraph 2.13 or 2.14, which detailed strategy shall include as a minimum: <ol style="list-style-type: none"><li>1. an assessment of the options for the delivery of the Additional Capacity;</li><li>2. the preferred option for delivering the Additional Capacity, together with reasons for selecting that preferred option;</li><li>3. a programme for the delivery of the Additional Capacity;</li><li>4. a strategy for securing funding for the delivery of the Additional Capacity; and</li><li>5. details of compliance with the relevant DfE Guidance;</li></ol>
<b>"Additional Education Provision"</b>	means works and/or improvements and/or any other measures to: <ol style="list-style-type: none"><li>1. the Schools and associated playing fields; and/or</li><li>2. any On Site community facilities that are co-located in the Schools or in close proximity to the Schools to enable such facilities to be utilised by the Schools; and/or</li><li>3. any Off Site primary education facilities;</li></ol>
<b>"Additional Post Education Provision"</b>	has the meaning assigned to it in paragraph 7.3;
<b>"Additional Primary Education Need"</b>	means the anticipated additional primary education needs of the population of the Development in excess of the Primary Education Threshold as identified in the Approved A1 Education Review, Approved A2 Education Review or the Approved B2 Education Review as applicable in the context;
<b>"Additional Social Infrastructure Provision"</b>	means works and/or improvements and/or any other measures On Site and/or Off Site necessary in order to meet the anticipated needs of the population of the Development in respect of acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the Development and in all respects taking into account the data obtained from the latest Population Review;
<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"B1 Social Infrastructure Consultation"</b>	means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand

	two hundred) Residential Units;
<b>"B1 Social Infrastructure Contribution"</b>	means 50% of the Social Infrastructure Contribution;
<b>"B1 Social Infrastructure Report"</b>	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"><li>1. the results of the B1 Social Infrastructure Consultation; and</li><li>2. the identified Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;</li></ol>
<b>"B2 Education and Infrastructure Consultations"</b>	means: <ol style="list-style-type: none"><li>1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the B2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 5,000 (five thousand) Residential Units; and</li><li>2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;</li></ol>
<b>"B2 Education and Infrastructure Report"</b>	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"><li>1. the results of the B2 Education and Infrastructure Consultations;</li><li>2. the identified Additional Education Provision to be funded from the B2 Education Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units ; and</li><li>3. the identified Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;</li></ol>
<b>"B2 Education Contribution"</b>	means the proportion (£) of the Unspent Social Infrastructure Contribution B to be paid to the LPA for Additional Education Provision to meet the Additional Primary Education Need as set out in the Approved B2 Education Review;
<b>"B2 Education Review"</b>	means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 5000 <sup>th</sup> Residential Unit (but not before the Occupation of the 4,750 <sup>th</sup> Residential Unit) indicating whether or not the

	primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the B2 Education Contribution;
<b>"B2 Social Infrastructure Contribution"</b>	means a sum (£) equal to the Unspent Social Infrastructure Contribution B LESS the B2 Education Contribution;
<b>"B3 Social Infrastructure Consultation"</b>	means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;
<b>"B3 Social Infrastructure Report"</b>	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none"><li>1. the results of the B3 Social Infrastructure Consultation; and</li><li>2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 5,000 (five thousand) Residential Units;</li></ol>
<b>"Community Track"</b>	means the community track and infield, club house and spectator stands to be constructed withing PDZ3 pursuant to the Community Track Planning Permission;
<b>"Community Track Planning Permission"</b>	means planning permission 12/00066/FUM dated 12 August 2013;
<b>"Consultations"</b>	means each of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education Contribution Consultation and <b>"Consultation"</b> means any one of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education Contribution Consultation as the applicable in the context;
<b>"DfE"</b>	means the Department for Education;
<b>"DfE Guidance"</b>	means "Building Bulletins" for the construction of schools and playing fields produced by DfE or such other successor guidance applicable at the time any application under this Schedule 8 is submitted to the LPA for approval;
<b>"Early Release Contribution"</b>	means, where the Approved A1 Education Review identifies that Additional Education Provision is needed to be delivered prior to Occupation of 5,000 (five thousand) Residential Units in order to meet some or all of the Additional Primary Education Need, a proportion (£) of the Ringfenced Education Amount that is needed to be released prior to the Occupation of 5,000 (five thousand) Residential Units to meet such Additional

Education Provision;

<b>"Education Provider"</b>	means an education provider which is authorised by DfE to provide non-fee paying, all-ability education to children of school age;
<b>"Education Working Group"</b>	means the education working group established and operated in accordance with Conditions LCS0.227 and LCS0.228;
<b>"Final Post Education Contribution Report"</b>	means a report prepared by the Developer which sets out details of: <ol style="list-style-type: none"><li>1. the results of the Post Education Contribution Consultation pursuant to paragraph 7.5; and</li><li>2. the Final Post Education Provision together with the proposed commissioning/procurement process and timescales for the delivery of the appropriate Post Education Provision;</li></ol>
<b>"Final Post Education Provision"</b>	has the meaning assigned to in paragraph 7.5.1;
<b>"First Primary School"</b>	means a new three form entry primary school capable of providing a minimum of 630 places for pupils (based on DfE Guidance) to be located on DP5.10 and to be provided in accordance with the FPS Specification;
<b>"FPS First Phase"</b>	means at least 6,500m <sup>2</sup> of the total site area for the FPS Playing Fields;
<b>"FPS MUGA"</b>	means a MUGA of not less than 1,000m <sup>2</sup> to be provided within the FPS Playing Fields and containing Local Play Space;
<b>"FPS Playing Fields"</b>	means the playing fields to be located on DP5.10 and the Canal Park and to be provided in accordance with the FPS Playing Fields Specification which is anticipated to be delivered in two phases (FPS Phase 1 and FPS Phase 2);
<b>"FPS Playing Fields Management Plan"</b>	means a scheme for the management and maintenance (and repair and renewal) of the FPS Playing Fields and all facilities therein (including the FPS MUGA, lighting, security equipment and drainage) and which shall set out the hours outside School Hours for use by the general public, such scheme to reflect any phased delivery of FPS Playing Fields;
<b>"FPS Playing Fields Specification"</b>	means the detailed specification for the FPS Playing Fields to be submitted to and approved by the LPA in accordance with paragraph 5.1.1, such specification to take into account any phased delivery of FPS Playing Fields and shall include as a minimum: <ol style="list-style-type: none"><li>1. a total site area of at least 10,000m<sup>2</sup>;</li><li>2. the FPS MUGA;</li><li>3. a 3G artificial pitch or such other pitch specification as</li></ol>



may be agreed with the LPA, the local education authority responsible for Gainsborough School and the Education Provider for the First Primary School;

4. security lighting and sports lighting;
5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and
6. compliance with the requirements of the relevant DfE Guidance;

**"FPS Second Phase"** means at least 3,500m<sup>2</sup> of the total site area for the FPS Playing Fields to be provided within DP5.10 and in the Canal Park;

**"FPS Specification"** means the detailed specification for the First Primary School to be submitted to and approved by the LPA in accordance with paragraph 1, which specification shall include as a minimum:

1. a GEA of at least 3,148m<sup>2</sup>;
2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the First Primary School including crossing points, external lighting and surfacing materials of such routes; and
3. compliance with the requirements of the relevant DfE Guidance;

**"Gainsborough School"** means Gainsborough Primary School of Berkshire Road London E9 5ND;

**"Health Working Group"** means the health working group established and operated in accordance with Conditions LCS0.229 and LCS0.230;

**"Identified Post Education Proportion"** means the proportion (£) of the Post Education Contribution to be spent on the Identified Post Education Provision and/or on the Additional Post Education Provision and/or the Final Post Education Provision (as applicable);

**"Identified Post Education Provision"** means the Post Education Provision identified following the Post Education Contribution Consultation

**"Local Play Space"** means a minimum of 300m<sup>2</sup> of flexible space with landscaping and equipment designed so that children (0-11) can play and be physically active and they and their carers can sit and talk;

**"MUGA"** means a multi-use games area to be fully lit and appropriate for the age range of children at the School associated with the applicable Playing Field and provided in accordance with the requirements of the relevant DfE Guidance;

**"Nursery Facilities"** means each of the PDZ1 ~~Nursery Facility, the PDZ2~~ Nursery Facility, the PDZ4 Nursery Facility, the PDZ5 Nursery Facilities, the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities and the term "**Nursery Facility**" shall mean any one of the PDZ1 Nursery Facility, the ~~PDZ2 Nursery Facility, the~~ PDZ4

Nursery Facility, the PDZ5 Nursery Facilities, the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities as applicable in the context;

- "PDZ1 Nursery Facility"** means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 220m<sup>2</sup> to be located on PDZ1 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ1 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "PDZ2 Nursery Facility"** ~~means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 180m<sup>2</sup> to be located on PDZ2 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ2 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;~~ [not used]
- "PDZ4 Nursery Facility"** means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 220m<sup>2</sup> to be located on PDZ4 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ4 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "PDZ5 Nursery Facilities"** means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 360m<sup>2</sup> (which could be provided as two separate facilities or as one facility) to be located on PDZ5 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ5 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "PDZ6 Nursery Facilities"** means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 378m<sup>2</sup> (which could be provided as two separate facilities or as one facility) to be located on PDZ6 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ6 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;

- "PDZ8 Nursery Facilities"** means day care nursery facilities children aged 0-3 years comprising a total GEA of at least 360m<sup>2</sup> (which could be provided as two separate facilities or as one facility) to be located on PDZ8 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ8 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
- "Playing Fields"** means each of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields and the term "Playing Field" shall mean any one of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields as applicable in the context;
- "Playing Fields Dual Use Agreement"** means an agreement or agreements securing the use of the Playing Fields on the following terms:
1. the use of the Playing Fields during School Hours for exclusive use by:
    - (a) in respect of the FPS Playing Fields, the Education Provider(s) for the First Primary School and the Gainsborough School;
    - (b) in respect of the SPS Playing Fields, the Education Provider for the Second Primary School and the Education Provider for the Secondary School; and
    - (c) in respect of the Community Track, the Education Provider for the Secondary School; and
  2. the use of the FPS MUGA and the SPS MUGA outside School Hours by the general public and at no charge (such hours of use to be agreed with the LPA through the approval of the FPS Playing Fields Management Plan and the SPS Playing Fields Management Plan;
- "Population Review"** means the review and assessment of the population of the Development carried out pursuant to Condition LCS0.253;
- "Post Education"** means the provision of education and/or training to children aged 16-18 and for the avoidance of doubt does not include higher education;
- "Post Education Contribution"** means the sum of £696,000.00 Indexed;
- "Post Education Contribution Consultation"** means a consultation with the Education Working Group on:
1. in respect of consultation carried out pursuant to paragraph 7.1:
    - (a) any Post Education Provision; and
    - (b) the amount of funding from the Post Education Provision Contribution required to

fund any Post Education Provision;

2. in respect of consultation carried out pursuant to paragraph 7.3:
  - (a) any Additional Post Education Provision; and/or
  - (b) any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion; and
3. in respect of consultation carried out pursuant to paragraph 7.5, the Final Post Education Provision;

**"Post Education Contribution Report"**

means a report prepared by the Developer which sets out details of:

1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.1;
2. the Identified Post Education Provision and the proposed commissioning/procurement process and timescales for the delivery of the Identified Post Education Provision; and
3. the Identified Post Education Proportion;

**"Post Education Provision"**

means Post Education vocational and training facilities, programmes and/or schemes in the MDC Area and/or sixth form education provision in the MDC Area necessary to meet the Post Education needs of the Development;

**"Primary Education Threshold"**

means six forms of entry primary school provision capable of providing a minimum of 1,260 (one thousand two hundred and sixty places for pupils based on DfE Guidance);

**"Remaining Social Infrastructure Contribution"**

means the Social Infrastructure Contribution less the Ringfenced Education Amount;

**"Report"**

means any and each of the A1 Education and Infrastructure Report, the A2 Education and Infrastructure Report, the A3 Social Infrastructure Report, the B1 Social Infrastructure Report, the B2 Education and Infrastructure Report, the B3 Infrastructure Report, the Post Education Contribution Report, the Updated Post Education Contribution Report and the SS Location Report;

**"Ringfenced Education Amount"**

means the amount (£) of the Social Infrastructure Contribution identified in the Approved A1 Education Review to be ringfenced to meet any Additional Education Provision as set out in the Approved A1 Education and Infrastructure Report and following the Approval of the A1 Education and Infrastructure Report such amount LESS any Early Release Contribution (where the Approved A1 Education Review identifies the Early Release Contribution) to form part of the Unspent Social Infrastructure Contribution A and to be applied

as set out in the Approved A2 Education and Infrastructure Report;

- "Schools"** means each of the First Primary School, the Second Primary School and the Secondary School and the term **"School"** shall mean any one of the First Primary School, the Second Primary School and the Secondary School as the applicable in the context;
- "Schools Cost Cap"** means the total cost of constructing and fitting out each of the Schools and the related Playing Fields calculated by applying a rate of £2,440 per m<sup>2</sup> Indexed (which includes fees and contingencies but excludes the cost of the land for each of the Schools which is provided at nil consideration) to the GIA of each of the Schools;
- "School Facilities Dual Use Agreement"** means an agreement or agreements securing the use of some or all of the Schools' facilities including any Community Facilities co-located in any of the Schools (excluding the Playing Fields) on the following terms:
1. the use of such facilities during School Hours for exclusive use by:
    - (a) in respect of the First Primary School, the Education Provider for the First Primary School;
    - (b) in respect of the Second Primary School, the Education Provider for the Second Primary School; and
    - (c) in respect of the Secondary School, the Education Provider for the Secondary School; and
  2. the use of such facilities outside School Hours for use by members of the public with priority being afforded to residents of the Development and then to residents of the Host Boroughs outside the Development, such terms to detail the arrangements for such use including any booking and charging regime;
- "School Hours"** means the school operational hours for each of the Schools and the Gainsborough School as applicable in the context;
- "Schools Lease"** means a legally binding lease for each of the Schools;
- "Second Primary School"** means a new primary school capable of providing a minimum of 420 places for pupils on a two form entry basis (based on DfE Guidance) to be located on DP4.7 and to be provided in accordance with the SPS Specification;
- "Secondary School"** means a new six form entry secondary school capable of providing a minimum of 1,125 places for pupils (based on DfE Guidance) to be located on DP12.2 (or such other location to be agreed by the LPA through the approval of the SS Location Report) and to be provided in accordance with the SS Specification;

<b>"Secondary School Planning Permission"</b>	means the full planning permission for the Secondary School given planning permission reference 16/00035/FUL;
<b>"Social Infrastructure Contribution"</b>	means the sum of £1,900,000 Indexed;
<b>"SPS MUGA"</b>	means a MUGA of not less than 3,770m <sup>2</sup> to be provided on DP4.6 within the SPS Playing Fields;
<b>"SPS Playing Fields"</b>	means the playing fields to be located on DP4.6 and to be provided in accordance with the SPS Playing Fields Specification;
<b>"SPS Playing Fields Management Plan"</b>	means a scheme for the management and maintenance (and repair and renewal) of the SPS Playing Fields and all facilities therein (including the SPS MUGA, lighting, security equipment and drainage) to include the use of the SPS Playing Fields by the Education Provider for the Secondary School and shall set out the hours outside School Hours for use by the general public;
<b>"SPS Playing Fields Specification"</b>	<p>means the detailed specification for the SPS Playing Fields to be submitted to and approved by the LPA in accordance with paragraph 5.2.1, which detailed specification shall include as a minimum:</p> <ol style="list-style-type: none"><li>1. a site area of at least 3,770m<sup>2</sup>;</li><li>2. the SPS MUGA;</li><li>3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA and the Education Provider of the Second Primary School;</li><li>4. security lighting and sports lighting;</li><li>5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and</li><li>6. compliance with the requirements of the relevant DfE Guidance;</li></ol>
<b>"SPS Specification"</b>	<p>means the specification for the Second Primary School to be submitted to and approved by the LPA in accordance with paragraph 2, which specification shall include as a minimum:</p> <ol style="list-style-type: none"><li>1. a GEA of at least 2,469m<sup>2</sup></li><li>2. principles to secure the safeguarding of the capacity and technical ability to provide an additional area with a GEA of at least 700m<sup>2</sup> to enable the future expansion of the Second Primary School to accommodate the Additional Capacity in accordance with paragraphs 2.12 to 2.14;</li><li>3. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling to and from the Second Primary School including crossing points, external lighting and surfacing</li></ol>

	materials of such routes; and
	4. compliance with the requirements of the relevant DfE Guidance;
<b>"SS Location Report"</b>	means a report setting out whether the hazardous substances consent in respect of the gas holders within PDZ12 has been revoked as at the date of the SS Location Report and in the event such hazardous substances consent has not been so revoked, such report shall identify an alternative location for the Secondary School and the SS Playing Fields;
<b>"SS Playing Fields"</b>	means the SPS MUGA and the Community Track;
<b>"SS Specification"</b>	means the specification for the Secondary School to be submitted to and approved by the LPA in accordance with paragraph 4, which specification shall include as a minimum: <ol style="list-style-type: none"><li>1. a GEA of at least 8,750 m<sup>2</sup>;</li><li>2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the Secondary School including crossing points, external lighting and surfacing materials of such routes; and</li><li>3. compliance with the requirements of the relevant DfE Guidance;</li></ol>
<b>"Updated Post Education Contribution Report"</b>	means a report prepared by the Developer which sets out details of: <ol style="list-style-type: none"><li>1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.3; and</li><li>2. the Additional Post Education Provision and/or any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion together with the proposed commissioning/procurement process and timescales for the delivery of the additional appropriate Post Education Provision;</li></ol>
<b>"Unspent Social Infrastructure Contribution A"</b>	means a sum (£) equal to the Social Infrastructure Contribution LESS the A1 Social Infrastructure Contribution;
<b>"Unspent Social Infrastructure Contribution B"</b>	means a sum (£) equal to the Social Infrastructure Contribution LESS the B1 Social Infrastructure Contribution;
<b>"Working Group"</b>	means each of the Education Working Group and the Health Working Group as applicable in the context;
<b>"Youth Play Spaces"</b>	means social space of at least 200m <sup>2</sup> for young people aged 12 and over to meet and take part in informal sport or physical recreational activities.

## OPERATIVE PROVISIONS

### 1. FIRST PRIMARY SCHOOL PROVISION

#### 1.1 The Developer shall:

1.1.1 by no later than the Occupation of 400 (four hundred) Residential Units which are permitted to be constructed across the Development and prior to the submission of the FPS Specification, secure an Education Provider for the First Primary School, and the LPA hereby acknowledge that an Education Provider for the First Primary School has already been secured; and

~~1.1.2 within one month of approval by the LPA of the first Reserved Matters application for the First Primary School submit to the LPA for Approval the heads of terms of the School Lease in respect of the First Primary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the School Lease where such heads of terms are reasonably commercially acceptable to Education Providers.~~

1.1.2 [Not used]

1.2 The Developer shall submit to the LPA for approval the FPS Specification at the same time as the first Reserved Matters application is submitted for the First Primary School, such submission to be accompanied by evidence of the approval of the Education Provider for the First Primary School to the FPS Specification.

1.3 The Developer shall not submit the FPS Specification to the LPA for approval unless and until an Education Provider for the First Primary School has been secured.

1.4 Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall agree with the Education Provider for the First Primary School the scope of works that the Developer will carry out and complete in order to construct the First Primary School and the FPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the First Primary School and the FPS Playing Fields and be as a minimum the FPS Specification and the FPS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the First Primary School and the FPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the FPS Specification and/or the FPS Playing Fields Specification such that the Schools Cost Cap for the First Primary School and the FPS Playing Fields is not exceeded.

1.5 All Reserved Matters applications for the First Primary School shall be accompanied by evidence of the approval of the Education Provider for the First Primary School to such Reserved Matters applications.

1.6 The Developer shall not Occupy more than 850 (eight hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the construction of the First Primary School has been Commenced.

1.7 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until:

1.7.1 the First Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 1.4;

1.7.2 the School Lease has been offered to the Education Provider for the First Primary School on the heads of terms Approved pursuant to paragraph 1.1.1 and either:



- (a) such Schools Lease has been granted to the Education Provider;  
or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and

1.7.3 the First Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

1.8 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the First Primary School and the provisions of paragraph 1.7 shall re-apply.

1.9 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the First Primary School and may also offer such Schools Lease to any other potential Education Provider for the First Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the First Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

1.10 Where the Schools Lease for the First Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the First Primary School.

1.11 The Developer shall:

1.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the First Primary School is anticipated to be opened for use that the First Primary School is anticipated to be opened for use on the date specified in that notice; and

1.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the First Primary School.

## 2. **SECOND PRIMARY SCHOOL PROVISION**

2.1 The Developer shall:

2.1.1 by no later than the Occupation of 3,650 (three thousand six hundred and fifty) Residential Units which are permitted to be constructed across the Development secure an Education Provider for the Second Primary School, and the LPA hereby acknowledge that an Education Provider for the Second Primary School has already been secured; and

- 2.1.2 within one month of approval by the LPA of the first Reserved Matters application for the Second Primary School submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Second Primary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.
- 2.2 The Developer shall submit to the LPA for approval the SPS Specification at the same time as the first Reserved Matters application is submitted for the Second Primary School, such submission to be accompanied by evidence of the approval of the Education Provider for the Second Primary School to the SPS Specification.
- 2.3 The Developer shall not submit the SPS Specification to the LPA for approval unless and until an Education Provider for the Second Primary School has been secured.
- 2.4 Prior to the submission of the first Reserved Matters application for the Second Primary School, the Developer shall agree with the Education Provider for the Second Primary School the scope of works that the Developer will carry out and complete in order to construct the Second Primary School and the SPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Second Primary School and the SPS Playing Fields and be as a minimum the SPS Specification and the SPS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Second Primary School and the SPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SPS Specification and/or the SPS Playing Fields Specification such that the Schools Cost Cap for the Second Primary School and the SPS Playing Fields is not exceeded.
- 2.5 The Developer shall not submit the first Reserved Matters application for the Second Primary School unless and until the SPS Specification has been approved by the LPA. All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.
- 2.6 All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.
- 2.7 The Developer shall not Occupy more than 4,750 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until:
- 2.7.1 the Second Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 2.4;
- 2.7.2 the School Lease has been offered to the Education Provider for the Second Primary School on the heads of terms Approved pursuant to paragraph 2.1.2 and either:
- (a) such Schools Lease has been granted to the Education Provider; or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and

- 2.7.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 2.8 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Second Primary School and the provisions of paragraph 2.7 shall re-apply.
- 2.9 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Second Primary School and may also offer such Schools Lease to any other potential Education Provider for the Second Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the Second Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 2.10 Where the Schools Lease for the Second Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Second Primary School.
- 2.11 The Developer shall:
- 2.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the Second Primary School is anticipated to be opened for use that the Second Primary School is anticipated to be opened for use on the date specified in that notice; and
- 2.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Second Primary School.
- 2.12 The Developer shall carry out a Population Review between the occupation of the 2250th and 2300th Residential Units (which for the avoidance of doubt shall constitute the Population Review between the occupation of the 2250th and 2500th Residential Units required by Condition LCS0.253).
- 2.13 As soon as reasonably practicable following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE 75% Threshold the Developer shall submit to the LPA for approval the Additional Capacity Strategy.
- 2.14 Following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE Threshold the Developer shall:
- 2.14.1 submit and obtain the LPA's approval to the Additional Capacity Strategy to the extent such approval has not already been obtained pursuant to paragraph 2.13;
- 2.14.2 use Reasonable Endeavours to:

- (a) obtain all Requisite Consents for providing the Additional Capacity; and
- (b) secure funding for the provision of the Additional Capacity;

2.14.3 (subject to having obtained all such Requisite Consents and funding for the Additional Capacity pursuant to paragraph 2.13.2) deliver the Additional Capacity in accordance with the timescales set out in the approved Additional Capacity Strategy.

2.15 In the event that:

2.15.1 by 31 December 2028 no Population Review has indicated that the 5.1FE Threshold is likely to be exceeded; or

2.15.2 despite having used Reasonable Endeavours to obtain all Requisite Consents and/or funding the Developer has been unable to obtain all such Requisite Consents and/or funding by 31 December 2028 and the LPA has confirmed in writing that it is satisfied that Reasonable Endeavours have been used by the Developer; or

2.15.3 the LPA has at any point served written notice on the Developer to the effect that it no longer requires the Additional Capacity to be provided,

the provisions in these paragraphs 2.12 to 2.15 shall no longer apply and shall cease to have effect.

### 3. SOCIAL INFRASTRUCTURE CONTRIBUTION

3.1 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until:

3.1.1 LLDC has carried out the A1 Education Review and submitted it to the LPA for Approval; and

3.1.2 the A1 Education Review has been Approved.

3.2 Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:

3.2.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the A1 Education and Infrastructure Consultations;

3.2.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:

(a) LLDC has carried out the A1 Education and Infrastructure Consultations;

(b) LLDC has submitted, in accordance with paragraph 8.5.6, the final A1 Education and Infrastructure Report to the LPA for Approval;

(c) the A1 Education and Infrastructure Report has been Approved; and

- (d) LLDC has complied with paragraph 3.2.4;
- 3.2.3 LLDC shall carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report in accordance with paragraph 8.5;
- 3.2.4 within 10 (ten) Working Days of Approval of the A1 Education and Infrastructure Report LLDC shall pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution **PROVIDED THAT** LLDC's maximum liability under this paragraph 3.2.4 shall not exceed 50% of the Social Infrastructure Contribution (£950,000 Indexed);
- 3.2.5 the LPA shall spend:
  - (a) the A1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the A1 Social Infrastructure Contribution; and
  - (b) any Early Release Contribution on the Additional Education Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the Early Release Contribution.
- 3.2.6 the Developer shall not Occupy more than ~~5,000 (five thousand)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
  - (a) LLDC has carried out the A2 Education Review and submitted it to the LPA for Approval; and
  - (b) the A2 Education Review has been Approved;
- 3.2.7 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:
  - (a) LLDC shall by no later than 5 Working Days following Approval of the A2 Education Review commence the A2 Education and Infrastructure Consultations;
  - (b) the Developer shall not Occupy more than ~~5,000 (five thousand)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
    - (i) LLDC has carried out the A2 Education and Infrastructure Consultations;
    - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A2 Education and Infrastructure Report to the LPA for Approval;
    - (iii) the A2 Education and Infrastructure Report has been Approved; and
    - (iv) LLDC has complied with paragraph 3.2.9;
- 3.2.8 LLDC shall carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report in accordance with paragraph 8.5;

3.2.9 within 10 (ten) Working Days of Approval of the A2 Education and Infrastructure Report LLDC shall pay to the LPA the:

- (a) A2 Education Contribution; and
- (b) A2 Social Infrastructure Contribution;

3.2.10 the LPA shall spend the:

- (a) A2 Education Contribution on the Additional Education Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Education Contribution; and
- (b) A2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Social Infrastructure Contribution;

3.2.11 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the A2 Education Review commence the A3 Social Infrastructure Consultation;
- (b) the Developer shall not Occupy more than ~~5,000 (five)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
  - (i) LLDC has carried out the A3 Social Infrastructure Consultation;
  - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A3 Social Infrastructure Report to the LPA for Approval;
  - (iii) the A3 Social Infrastructure Report has been Approved; and
  - (iv) LLDC has complied with paragraph 3.3.13;

3.2.12 LLDC shall carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report in accordance with paragraph 8.5;

3.2.13 within 10 (ten) Working Days of Approval of the A3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution A;

3.2.14 the LPA shall spend the Unspent Social Infrastructure Contribution A on the Additional Social Infrastructure Provision identified in the Approved A3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution A;

3.3 Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

3.3.1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the B1 Social Infrastructure Consultation;

- 3.3.2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:
- (a) LLDC has carried out the B1 Social Infrastructure Consultation;
  - (b) LLDC has submitted, in accordance with paragraph 8.5.6, the final B1 Social Infrastructure Report to the LPA for Approval;
  - (c) the B1 Social Infrastructure Report has been Approved; and
  - (d) LLDC has complied with paragraph 3.3.4;
- 3.3.3 LLDC shall carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report in accordance with paragraph 8.5;
- 3.3.4 within 10 (ten) Working Days of Approval of the B1 Social Infrastructure Report LLDC shall pay to the LPA the B1 Social Infrastructure Contribution;
- 3.3.5 the LPA shall spend the B1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B1 Social Infrastructure Report as being funded from the B1 Social Infrastructure Contribution;
- 3.3.6 the Developer shall not Occupy more than ~~5,000 (five)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
- (a) LLDC has carried out the B2 Education Review and submitted it to the LPA for Approval; and
  - (b) the B2 Education Review has been Approved;
- 3.3.7 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:
- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B2 Education and Infrastructure Consultations;
  - (b) the Developer shall not Occupy more than ~~5,000 (five)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
    - (i) LLDC has carried out the B2 Education and Infrastructure Consultations;
    - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B2 Education and Infrastructure Report to the LPA for Approval;
    - (iii) the B2 Education and Infrastructure Report has been Approved; and
    - (iv) LLDC has complied with paragraph 3.3.9;
- 3.3.8 LLDC shall carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report in accordance with paragraph 8.5;

3.3.9 within 10 (ten) Working Days of Approval of the B2 Education and Infrastructure Report LLDC shall pay to the LPA the:

- (a) B2 Education Contribution; and
- (b) B2 Social Infrastructure Contribution;

3.3.10 the LPA shall spend the:

- (a) B2 Education Contribution on the Additional Education Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Education Contribution; and
- (b) B2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Social Infrastructure Contribution;

3.3.11 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B3 Social Infrastructure Consultation;
- (b) the Developer shall not Occupy more than ~~5,000 (five)~~ 4,150 (four thousand one hundred and fifty) Residential Units permitted to be constructed across the Development unless and until:
  - (i) LLDC has carried out the B3 Social Infrastructure Consultation;
  - (ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B3 Social Infrastructure Report to the LPA for Approval;
  - (iii) the B3 Social Infrastructure Report has been Approved; and
  - (iv) LLDC has complied with paragraph 3.3.13;

3.3.12 LLDC shall carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report in accordance with paragraph 8.5;

3.3.13 within 10 (ten) Working Days of Approval of the B3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution B;

3.3.14 the LPA shall spend the Unspent Social Infrastructure Contribution B on the Additional Social Infrastructure Provision identified in the Approved B3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution B.

3.4 In the event any part of the Social Infrastructure Contribution remains unspent or uncommitted as at the date 3 (three) years following Completion of the Development, the LPA shall return such unspent or uncommitted sums to the person who made the original payment to the LPA within 20 (twenty) Working Days of the third anniversary of Completion of the Development.



4. **SECONDARY SCHOOL PROVISION**

4.1 The Developer shall not Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until the Developer has submitted to the LPA for Approval the SS Location Report.

4.2 By no later than the Occupation of 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development the Developer shall:

4.2.1 secure an Education Provider for the Secondary School, and the LPA hereby acknowledges that an Education Provider for the Secondary School has already been secured; and

~~4.2.2 within one month of approval by the LPA of the Secondary School Planning Permission submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Secondary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.~~

~~4.2.2~~ [Not used.]

4.3 [Not used].

4.4 The Developer shall not submit the SS Specification to the LPA for approval unless and until an Education Provider for the Secondary School has been secured.

4.5 Prior to the submission of the planning application for the Secondary School Planning Permission, the Developer shall agree with the Education Provider for the Secondary School the scope of works that the Developer will carry out and complete in order to construct the Secondary School and the SS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Secondary School and the SS Playing Fields and be as a minimum the SS Specification and the SS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Secondary School and the SS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SS Specification and/or the SS Playing Fields Specification such that the Schools Cost Cap for the Secondary School and the SS Playing Fields is not exceeded.

4.6 The Developer shall submit to the LPA for approval the SS Location Report and the SS Specification at the same time as the application for the Secondary School Planning Permission is submitted, such submission to be accompanied by evidence of the approval of the Education Provider for the Secondary School.

4.7 The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Secondary School has been Commenced.

4.8 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:

4.8.1 the Secondary School has been completed in accordance with the scope of works agreed pursuant to paragraph 4.5;

- 4.8.2 the School Lease has been offered to the Education Provider for the Secondary School on the heads of terms Approved pursuant to paragraph 1.1.1 and either:
- (a) such Schools Lease has been granted to the Education Provider; or
  - (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and
- 4.8.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 4.9 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Secondary School and the provisions of paragraph 4.8 shall re-apply.
- 4.10 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Secondary School and may also offer such Schools Lease to any other potential Education Provider for the Secondary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the Secondary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 4.11 Where the Schools Lease for the Secondary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Secondary School.
- 4.12 The Developer shall:
- 4.12.1 notify the LPA in writing at least 6 (six) months prior to the date that the Secondary School is anticipated to be opened for use that the Secondary School is anticipated to be opened for use on the date specified in that notice; and
  - 4.12.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Secondary School.

**5. PLAYING FIELDS**

**5.1 First Primary School Playing Fields (FPS Playing Fields)**

- 5.1.1 The Developer shall submit the FPS Playing Fields Specification to the LPA for approval at the same time as the first Reserved Matters application for the First Primary School is submitted.
- 5.1.2 [Not used].
- 5.1.3 The Developer shall submit the FPS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the FPS Playing Fields being open for use.
- 5.1.4 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the FPS Playing Fields have been completed in accordance with the FPS Playing Fields Specification and made available for use by Gainsborough School and, following construction of the First Primary School, the First Primary School and the FPS Playing Fields Management Plan has been approved by the LPA.
- 5.1.5 Following completion of the FPS Playing Fields, the Developer shall permit the general public to use the FPS MUGA outside School Hours in accordance with the approved FPS Playing Fields Management Plan and shall operate, manage and maintain the FPS MUGA in accordance with the approved FPS Playing Fields Management Plan.
- 5.1.6 Following completion of the FPS Playing Fields, unless the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or to the local education authority responsible for Gainsborough School (in which case paragraph 5.1.7 shall apply), the Developer shall operate, manage and maintain the FPS Playing Fields for the life of the Development in accordance with the approved FPS Playing Fields Management Plan.
- 5.1.7 In the event that the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or local education authority responsible for Gainsborough School, the lease of the FPS Playing Fields shall include a requirement that the FPS Playing Fields are operated, managed and maintained in accordance with the FPS Playing Fields Management Plan.
- 5.1.8 In the event that the lease of FPS Playing Fields shall require that the lessee operates, manages and maintains the FPS Playing Fields, the lessee in occupation of the FPS Playing Field shall operate, manage and maintain the FPS Playing Fields in accordance with the FPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against such lessee of the FPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

**5.2 Second Primary School Playing Fields (SPS Playing Fields)**

- 5.2.1 The Developer shall submit the SPS Playing Fields Specification to the LPA for approval at the same time as the first Reserved Matters application for the Second Primary School is submitted
- 5.2.2 [Not used.]

- 5.2.3 The Developer shall submit the SPS Playing Fields Management Plan to the LPA for approval not less than 6 (six) months prior to the SPS Playing Fields being open for use.
- 5.2.4 The Developer shall not Occupy more than 4,750 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the SPS Playing Fields have been completed in accordance with the SPS Playing Fields Specification and made available for use by the Second Primary School and the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.
- 5.2.5 Following completion of the SPS Playing Fields, the Developer shall permit the general public to use the SPS MUGA outside School Hours in accordance with the approved SPS Playing Fields Management Plan and shall operate, manage and maintain the SPS MUGA in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.6 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the Second Primary School (in which case paragraph 5.2.7 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.7 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.
- 5.2.8 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

**5.3 Secondary School Playing Fields (SS Playing Fields)**

- 5.3.1 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the SPS MUGA has been completed in accordance with the SPS Specification and the Community Track has been completed in accordance with the Community Track Planning Permission and the SS Playing Fields are made available for use by the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.
- 5.3.2 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the Second Primary School (in which case paragraph 5.3.3 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SS Playing Fields Management Plan.
- 5.3.3 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.

5.3.4 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

## 6. EARLY YEAR PROVISION

### 6.1 PDZ1 Nursery Facility

6.1.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 929 (nine hundred and twenty nine) Residential Units which are permitted to be constructed in PDZ1 unless and until the PDZ1 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

### 6.2 PDZ2 Nursery Facility

~~6.2.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 457 (four hundred and fifty seven) Residential Units which are permitted to be constructed in PDZ2 unless and until the PDZ2 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.~~

6.2.1 [not used]

### 6.3 PDZ4 Nursery Facility

6.3.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 339 (three hundred and thirty-nine) Residential Units which are permitted to be constructed in PDZ4 unless and until the PDZ4 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.3.2 The PDZ4 Nursery Facility may be co-located with the First Primary School.

### 6.4 PDZ5 Nursery Facilities

6.4.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.4.2 In the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:

- (a) Occupy more than 319 (three hundred and nineteen) Residential Units which are permitted to be constructed in PDZ5 unless and until the first PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
- (b) Occupy more than 603 (six hundred and three) Residential Units which are permitted to be constructed in PDZ5 unless and until the second PDZ5 Nursery Facility has been completed to Shell and

Core Standard and marketed to operators in accordance with paragraph 6.8.

**6.5 PDZ6 Nursery Facilities**

- 6.5.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 499 (four hundred and ninety-nine) Residential Units which are permitted to be constructed in PDZ6 unless and until the PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.5.2 In the event the ZMP for PDZ6 identifies that the PDZ6 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:
  - (a) Occupy more than 350 (three hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the first PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
  - (b) Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until the second PDZ6 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.5.3 The PDZ6 Nursery Facilities may be co-located with the PDZ6 Healthcare Facility.

**6.6 PDZ8 Nursery Facilities**

- 6.6.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 678 (six hundred and seventy-eight) Residential Units which are permitted to be constructed in PDZ8 unless and until the PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.6.2 In the event the ZMP for PDZ8 identifies that the PDZ8 Nursery Facilities are to be provided as two nursery facilities the Developer shall not:
  - (a) Occupy more than 469 (four hundred and sixty-nine) Residential Units which are permitted to be constructed in PDZ8 unless and until the first PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8;
  - (b) Occupy more than 886 (eight hundred and eighty-six) Residential Units which are permitted to be constructed in PDZ8 unless and until the second PDZ8 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.
- 6.6.3 The PDZ8 Nursery Facilities may be co-located with the PDZ8 Healthcare Facility.

6.7 **PDZ12**

6.7.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 200 (two hundred) Residential Units which are permitted to be constructed in PDZ12 unless and until ~~at least one of the PDZ8 Nursery Facilities and/or the PDZ2 Nursery Facility~~ have been completed to Shell and Core Standard and marketed to operators in accordance with paragraphs 6.8.2 and 6.8.3 or unless and until interim nursery facilities ~~of the same size as the PDZ2 Nursery Facility~~ comprising a total GEA of at least 180m<sup>2</sup> and constructed to Shell and Core Standard to serve PDZ12 have been provided and will continue to be provided in ~~PDZ2, PDZ8 or PDZ12~~ until the PDZ8 Nursery Facilities ~~and/or the PDZ2 Nursery Facility has~~ have been provided.

6.8 **General**

6.8.1 The Developer shall use Reasonable Endeavours to secure an operator or operators for each of the Nursery Facilities and such obligation shall extend to marketing the Nursery Facilities for a period of at least 6 months commencing at least 6 months prior to the anticipated date of completion for each of the Nursery Facilities on lease terms set out in paragraph 6.8.2 (the "Nursery Marketing Period") **PROVIDED THAT** in the event despite using such Reasonable Endeavours no agreement for lease is entered into for a Nursery Facility within the Nursery Marketing Period the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period no agreement for lease is entered into in respect of such Nursery Facility the Developer shall not be required to provide such Nursery Facility.

6.8.2 The lease to be offered for each of the Nursery Facilities pursuant to the marketing exercise required by paragraph 6.8.1 shall be at Market Rent.

6.8.3 Following the grant of a lease of each of the Nursery Facilities and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the Nursery Facilities subject to such lease(s) shall not be used other than for the provision of childcare services unless otherwise agreed in writing with the LPA.

6.8.4 All Reserved Matters applications for each of the Nursery Facilities shall contain details as to the proposed opening hours for the Nursery Facility the subject of the Reserved Matters application.

7. **POST EDUCATION CONTRIBUTION**

7.1 By no later than Occupation of 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Post Education Contribution Report in accordance with paragraph 8.5 and for the avoidance of doubt LLDC shall be entitled to carry out Post Education Contribution Consultations at any time from Commencement of the Development up to Occupation of 3,300 (three thousand three hundred) Residential Units.

7.2 Following the Approval of the Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision in accordance with the Approved Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of the Identified Post Education Provision and details of the expenditure of the Identified Post Education Proportion.

7.3 In the event following Approval of the Post Education Contribution Report LLDC identifies additional appropriate Post Education Provision ("**Additional Post**

**Education Provision")** and/or needs to update the Approved Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion, LLDC shall carry out the Post Education Contribution Consultation and shall prepare the Updated Post Education Contribution Report in accordance with paragraph 8.5.

- 7.4 Following the Approval of the Updated Post Education Contribution Report LLDC shall commission/procure and deliver the Identified Post Education Provision and/or Additional Post Education Provision in accordance with the Approved Updated Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Identified Post Education Provision and/or Additional Post Education Provision (as applicable) and such updates shall include details of the expenditure of the Identified Post Education Proportion.
- 7.5 In the event as at Occupation of 3,300 (three thousand three hundred) Residential Units permitted to be constructed across the Development some or all of the Post Education Contribution has not been allocated or spent in accordance with the provisions of paragraphs 7.1 to 7.4 (inclusive), LLDC shall:
- 7.5.1 identify appropriate Post Education Provision taking into account the type of sixth form provision and anticipated capacity of the sixth form following take up by the Development that will form part of the Secondary School (the "**Final Post Education Provision**") such that all of the Post Education Contribution has been allocated and/or spent; and
- 7.5.2 carry out a Post Education Contribution Consultation on the Final Post Education Provision and prepare the Final Post Education Contribution Report in accordance with paragraph 8.5.
- 7.6 The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until paragraph 7.5 has been Complied with.
- 7.7 Following Approval of the Final Post Education Contribution Report LLDC shall commission/procure and deliver the Final Post Education Provision in accordance with the Approved Final Post Education Contribution Report and shall provide updates every six months (or at such other frequency as may be agreed with the LPA) to the LPA on the commissioning/procurement and delivery of such Final Post Education Provision and such updates shall include details of the expenditure of the Post Education Contribution and shall continue until the Identified Post Education Provision and/or the Additional Post Education Provision and/or the Final Post Education Provision (as appropriate) has been provided.

## 8. GENERAL

- 8.1 Following the grant of a Schools Lease and if and so long as such Schools Lease (or any renewed or replacement Schools Lease) to the Education Provider(s)) subsists, the Schools subject to such Schools Lease shall unless otherwise agreed in writing with the LPA not be used other than for education purposes to meet the education needs of the Development.
- 8.2 The Developer shall use Reasonable Endeavours to ensure that the Schools shall not be made available for Occupation unless and until a Schools Facilities Dual Use Agreement has been entered into with the applicable Education Provider.
- 8.3 The FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields shall not be made available for use pursuant to paragraphs 5.1.4, 5.2.4 and 5.3.1 respectively unless and until a Playing Fields Dual Use Agreement has been entered into between



the Developer and the Education Provider and/or any other third party whose party whose participation in the Playing Fields Dual Use Agreement is necessary.

~~8.4 The Developer covenants to submit to the Education Working Group reports on the key stages of the selection of the Education Provider (save in respect of the First Primary School for which an Education Provider has already been selected), the procurement of the Schools and the construction of the Schools and take into account any written comments from the Education Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written reasoned explanation and justification to the Education Working Group of why the Developer does not accept such comments.~~

8.4 [Not used.]

8.5 Each Consultation shall be carried out as follows unless otherwise agreed with the LPA:

8.5.1 each Consultation shall be commenced when LLDC issues written invitations to the members of the relevant Working Group to take part in the Consultation. The invitation will set out the scope of the Consultation and will confirm the timescales set out below;

8.5.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 8.5.1 LLDC shall hold a meeting with the relevant Working Group to obtain the Working Group's initial views on the matters on which they are being consulted;

8.5.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 8.5.2 the Working Group shall submit its formal written response on the Consultation to LLDC;

8.5.4 not more than 20 (twenty) Working Days following receipt of the Working Group's formal written response pursuant to paragraph 8.5.3 LLDC shall prepare a draft of the relevant Report and shall submit the draft Report to the Working Group for its review and comment;

8.5.5 not more than 10 (ten) Working Days following receipt of the draft Report pursuant to paragraph 8.5.4 the Working Group shall provide its written comments on the draft Report to LLDC;

8.5.6 not more than 10 (ten) Working Days following receipt of the Working Group's comments pursuant to paragraph 8.5.5 LLDC shall prepare the final Report taking into account such comments and the final Report shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. LLDC shall issue the final Report to the LPA for Approval.

## 9. APPROVAL

9.1 The LPA shall confirm whether or not it approves each Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.1, 2.1.2 and 1.1.1 (as applicable) within:

9.1.1 10 (ten) Working Days of receipt of such Report or heads of terms of the Schools Lease pursuant to paragraph 1.1.1, 2.1.2 and 1.1.1 (as applicable) from the Developer or LLDC, or

9.1.2 where the relevant Working Group has not provided written comments on the draft Report in accordance with paragraph 8, 28 (twenty-eight) Working Days; or

9.1.3 where the LPA decides that it needs to report any Report or heads of terms of the Schools Lease pursuant to paragraphs 1.1.1, 2.1.2 and 1.1.1 (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Report

**PROVIDED THAT** where paragraph 9.1.3 applies, the LPA shall notify the Developer or LLDC (as appropriate) of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Report or the heads of terms of each Schools Lease from LLDC or the Developer (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Report or such heads of terms of each Schools Lease the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 28 (twenty-eight) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 9

### EMPLOYMENT AND TRAINING

#### RECITALS

- (A) It is forecast that the peak construction workforce during Phase 2 will total 1,829 and during Phase 3 will total 2,621.
- (B) The Development is forecast to create up to 4,421 end-use jobs directly accommodated on the Site.
- (C) It is the Developer's and the LPA's objective to ensure that local businesses have an opportunity to benefit from business opportunities presented by the Development and that local residents within the Host Boroughs have an opportunity to access jobs at all levels in the Development. It is the Developer's intention that the LCS Careers Programmes will assist the Developer in meeting this objective.
- (D) The Developer shall seek to achieve the objectives stated above by working proactively with the Host Boroughs and the GLA so as to maximise the employment and training benefits from the Development.

#### DEFINITIONS

<b>"Additional Employment Measures"</b>	means any measures, in addition to those identified in the relevant LCS Careers Programme, to be included in the relevant LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
<b>"Affordable Workspace"</b>	means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
<b>"Agreed Targets"</b>	means the targets detailed in paragraph 1.1 and paragraph 2.1;
<b>"Approval Document"</b>	means each of the PTL Studies, LCS Careers Programmes, monitoring and review report prepared pursuant to paragraph 7, revised targets pursuant to paragraph 1.2, the Managed Workspace Marketing Reports and the statements pursuant to paragraphs 3.3 and 7.4 submitted to the LPA for Approval;
<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 10 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"B1 Units"</b>	means those units within Use Class B1 provided as part of the Development;
<b>"Construction Contract"</b>	means both Tier 1 Contracts and Tier 2 Contracts;
<b>"IBC/MPC Legacy Development"</b>	means the development anticipated to be carried out after the end of the Legacy Transformation Phase in respect of the international broadcast centre and the main press centre constructed as part of the Olympic Development;
<b>"LCS Careers Programme"</b>	means the latest document of that name prepared by the Developer pursuant to paragraph 6 and as

monitored and reviewed (including any updates and/or revisions) pursuant to paragraph 7;

**"LCS Minimum Managed Workspace"**

means:

1. in respect of paragraph 8.2:
  - 1.1 where some of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace LESS the amount Secured as part of the IBC/MPC Legacy Development;
  - 1.2 where none of the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Minimum Managed Workspace;
2. in respect of paragraph 8.4:
  - 2.1 where some of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or the Development in PDZ5, the Minimum Managed Workspace LESS the amount provided as part of the IBC/MPC Legacy Development and/or the Development in SPDZ 5A; or
  - 2.2 where none of the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Minimum Managed Workspace;

**"LCS Operational Period"**

means the three year operational period of each LCS Careers Programme, such operational period to run from 31 March. Where the first LCS Careers Programme is Approved prior to 31 March, the LCS Operational Period for the first LCS Careers Programme shall also include any period following such Approval to 31 March;

**"LCSCPG"**

means the Legacy Communities Scheme Careers Programme Group;

**"LCSCPG Account"**

means the account to be set up to receive the LCSCPG Contribution in accordance with the terms of this Schedule 9;

<b>"LCSCPG Contribution"</b>	means the sum of £2,816,000 (Indexed) to be paid into the LCSCPG Account in instalments (the amount of such instalments to be identified in each LCS Careers Programme) and as further defined in paragraph 6.6.6;
<b>"LCSCPG Operating Procedures"</b>	means the operating procedures for LCSCPG set out in Appendix 11;
<b>"Local Resident"</b>	means a person whose primary residence is in the Host Boroughs;
<b>"London Interbank Market"</b>	means the wholesale money market in London for the offering of sterling deposits between commercial banks;
<b>"London Living Wage"</b>	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
<b>"Managed Workspace"</b>	means managed units within Use Class B1 primarily designed to assist small companies and/or organisations and start up companies and/or organisations;
<b>"Managed Workspace Marketing Report"</b>	means a report prepared by the Developer setting out: <ol style="list-style-type: none"><li>1. the lease terms on which the LCS Minimum Managed Workspace has been offered together with:<ol style="list-style-type: none"><li>1.1 evidence as to how such lease terms compare against market lease terms for Managed Workspace using relevant benchmark data; and</li><li>1.2 a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the LCS Minimum Managed Workspace is to be offered;</li></ol></li><li>2. the steps (together with evidence) taken to Comply with the Developer's obligation in paragraph 8 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace during the Managed Workspace Marketing Period; and</li><li>3. a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the LCS Minimum Managed Workspace on the lease terms set out in the report;</li></ol>
<b>"Managed Workspace Marketing"</b>	means a period of not less than 6 (six) months and such period shall not end more than 6 (six) months

<b>Period"</b>	prior to the anticipated date of the submission of the first application for Reserved Matters approvals for B1 Units within which the LCS Minimum Managed Workspace are to be located;
<b>"Minimum Managed Workspace"</b>	means a minimum provision of 930sq m of Managed Workspace;
<b>"Non-Residential Lease"</b>	means any lease granted by the Developer to a Non Residential Lessee in respect of any Non Residential Units;
<b>"Non-Residential Lessee"</b>	means any lessee of a Non-Residential Lease;
<b>"Non-Residential Units"</b>	means retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1) and leisure (Use Class D2) units permitted to be constructed across the Development;
<b>"NVQ"</b>	means national vocational qualification;
<b>"Off Site PT Facilities"</b>	means Off Site practical training facilities for matters relating to construction to meet the needs of the Development and which would best assist in achieving the targets set out in paragraph 1.1;
<b>"PDZ Viability Assessment"</b>	has the meaning assigned to it in Schedule Schedule 15;
<b>"Practical Training Land"</b>	means land within the Site to be made available by the Developer for practical training purposes in matters relating to construction to assist in meeting the construction needs of the Development and to assist in achieving the targets set out in paragraph 1.1, the precise location, size and duration of provision to be agreed with the LPA pursuant to paragraph 3.2.1 which, for the avoidance of doubt, shall only include the provision of land and shall not require the erection of any buildings on such land by the Developer unless otherwise agreed between the Developer and the lessee of any such land;
<b>"PTL Study"</b>	means a detailed written study into: <ol style="list-style-type: none"><li>1. the availability and suitability of Off Site PT Facilities; and</li><li>2. whether the construction needs of the Development and the targets set out in paragraph 1.1 would be best assisted by the provision of the Practical Training Land and, if so, confirmation that the Practical Training Land should be provided;</li><li>3. where it is confirmed that the Practical Training Land should be provided, the proposed rent for the Practical Training Land;</li><li>4. where it is confirmed that the Practical</li></ol>

Training Land should not be provided:

- 4.1 in the event a LCS Careers Programme has not been Approved for the LCS Operational Period in which the PTL Study is being carried out, the measures to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1; and
- 4.2 in the event a LCS Careers Programme has been Approved for the LCS Operational Period in which the PTL Study is being carried out, any Additional Employment Measures;

**"Secured"**

means, for the purposes of this Schedule, a planning permission for the IBC/MPC Legacy Development has been granted and:

- 1. such planning permission is subject to a condition requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development; or
- 2. a deed has been entered into pursuant to Section 106 of the 1990 Act in respect of such planning permission and such deed contains a planning obligation requiring some or all of the Minimum Managed Workspace to be provided as part of the IBC/MPC Legacy Development

and in both cases the planning permission for the IBC/MPC Legacy Development has been implemented by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

**"Tier 1 Contracts"**

means those direct construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer for the construction of the Development;

**"Tier 2 Contracts"**

means those construction contracts entered into between the Tier 1 Contract contractors and its immediate supply chain contractors for the purposes of constructing the Development;

**OPERATIVE PROVISIONS**

**1. CONSTRUCTION JOBS TARGET**

1.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of construction jobs at the Development:

Construction jobs	In Phase 1, a total of 25% of the construction workforce to be
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(in addition to apprenticeships and improvers)	a Local Resident
	In Phase 2, a total of 28% of the construction workforce to be a Local Resident
	In Phase 3, a total of 30% of the construction workforce to be a Local Resident
Construction apprenticeships and improvers	<p>In each of Phase 1, Phase 2 and Phase 3 a total of:</p> <ol style="list-style-type: none"> <li>1. 3% of the construction workforce in each respective Phase to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and</li> <li>2. 5% of the construction workforce in each respective Phase to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents</li> </ol>

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain an obligation in any Construction Contract requiring the contractor of the Tier 1 Contract and the contractor of the Tier 2 Contract to use Reasonable Endeavours to meet the job targets specified in this paragraph and to pay the London Living Wage.

- 1.2 Where any variation to the Outline Site Wide Phase Plan is approved by the LPA pursuant to Condition LCS0.49, the Developer may also submit to the LPA for Approval any variations to the targets set out in paragraphs 1.1 and/or 2.1 arising as a result of such approved variation to the Outline Site Wide Phase Plan.

**2. END-USE JOBS TARGET**

- 2.1 Subject to paragraph 1.2, the Developer shall use Reasonable Endeavours to meet the following targets in respect of end-use jobs at the Development:

Retail commercial and leisure end-use jobs	In Phase 2, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
	In Phase 3, a total of between 25% and 85% of the employees in retail, commercial and leisure end-use jobs to be a Local Resident
Retail commercial and leisure end-use training	<ol style="list-style-type: none"> <li>1. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be trainees/apprentices working towards an NVQ or equivalent and of these at least 50% shall be Local Residents; and</li> <li>2. 5% of the employees in retail, commercial and leisure end-use jobs in each of Phase 2 and Phase 3 to be improvers on training programmes leading to industry-recognised qualifications (other than an NVQ qualification) and of these at least 50% shall be Local Residents</li> </ol>



and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to promoting to the Non-Residential Lessee the payment of the London Living Wage by the Non-Residential Lessee and to seeking to obtain an obligation in any Non-Residential Lease requiring the Non-Residential Lessee to use Reasonable Endeavours to meet the end-use job targets specified in this paragraph.

**3. PRACTICAL TRAINING LAND**

3.1 The Developer shall not submit the first ZMP for the Development unless and until the Developer has submitted to the LPA, and the LPA has Approved, the first PTL Study.

3.2 In the event that the Approved first PTL Study concludes that the Practical Training Land should be provided, the Developer shall not Commence the Development unless and until the Developer:

3.2.1 has agreed with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land and the duration the Practical Training Land shall be made available; and

3.2.2 has either:

(a) granted a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land; or

(b) where a lease for the Practical Training Land has not been granted to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land, the Developer has used Reasonable Endeavours to grant such lease within a period of not less than 5 (five) months from the date of such lease being first offered for grant to a training provider (the "Offer Period") at the rent set out in the Approved first PTL Study; and

3.2.3 has made the Practical Training Land available to a training provider.

3.3 In the event that an agreement for lease is not entered into or a lease is not granted in respect of the Practical Training Land within the Offer Period, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.

3.4 Where a lease of the Practical Training Land is granted to a training provider the Developer shall:

3.4.1 provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 3.2.1; and

3.4.2 fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land which

the Developer may elect to construct and its use shall be defrayed from the LCSCPG Contribution.

3.5 In the event that the Approved first PTL Study concludes that there are available or suitable Off Site PT Facilities or that the construction needs of the Development and the targets set out in paragraph 1.1 would not be assisted by the Practical Training Land, the Developer's obligation to provide the Practical Training Land prior to Commencement shall fall away subject to the Developer's on-going obligations under paragraph 7.

3.6 Any lease for the Practical Training Land to be granted pursuant to this paragraph 3, shall be granted at a rent of no more than that set out in the Approved first PTL Study.

#### 4. THE LCSCPG AND LCSCPG CONTRIBUTION

4.1 Prior to or on submission of the first ZMP for the Development, LLDC shall, at its sole expense, establish and thereafter operate LCSCPG in accordance with the LCSCPG Operating Procedures.

4.2 The Developer shall not submit the first ZMP for the Development unless and until the LCSCPG has been established in accordance with paragraph 4.1.

4.3 The Development shall not Commence unless and until LLDC has deposited into the LCSCPG Account the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development.

4.4 The Developer shall not Commence the Development unless and until the first instalment of the LCSCPG Contribution as identified in the Approved first LCS Careers Programme for the first LCS Operational Period of the Development has been deposited into the LCSCPG Account.

4.5 Within 20 (twenty) Working Days following Approval of each subsequent LCS Careers Programme pursuant to paragraphs 6.3 and 6.4, LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods.

4.6 Where an Approved monitoring and review report prepared pursuant to paragraph 7 includes a PTL Study that identifies any Additional Employment Measures, within 20 (twenty) Working Days following Approval of such monitoring and review report including such PTL Study LLDC shall deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures.

4.7 In the event that at the Completion of the Development any part of the LCSCPG Contribution has not been paid into the LCSCPG Account, LLDC shall pay such remaining funds to the LPA for the LPA to spend in accordance with Clause 8.5.

#### 5. THE LCSCPG ACCOUNT

##### 5.1 Establishing and Operating the LCSCPG Account

5.1.1 LLDC shall set up the LCSCPG Account within four months of ~~the date of this Agreement~~ 28th September 2012 and in any event prior to Commencement of Development for the purpose of receiving the LCSCPG Contribution.

5.1.2 LLDC shall ensure that the LCSCPG Account shall be in the name of the "London Legacy Development Corporation."

- 5.1.3 LLDC shall ensure that the LCSCPG Account shall be of a kind that attracts interest at no less than the rate that can be secured for deposits on the London Interbank Market for withdrawal at one month's notice.
- 5.1.4 The interest accruing in the LCSCPG Account will form part of the LCSCPG Contribution.
- 5.1.5 The Developer shall not Commence the Development unless and until the LCSCPG Account has been set up to receive the LCSCPG Contribution in accordance with paragraphs 5.1.1 to 5.1.5 (inclusive).

## 5.2 Mechanics for draw down from the LCSCPG Account

- 5.2.1 During each LCS Operational Period, LLDC shall draw down from the LCSCPG Account such funds as is required to deliver the aims, objectives and measures set out in the applicable LCS Careers Programme for that LCS Operational Period.
- 5.2.2 In the event that during any LCS Operational Period LLDC does not expend all of the instalment of the LCSCPG Contribution for that LCS Operational Period, the remaining funds of the instalment shall be available for expenditure in subsequent LCS Operational Periods.

## 5.3 Closure of the LCSCPG Account

- 5.3.1 The LCSCPG Account shall be closed on the earlier of:
  - (a) the LCSCPG ceasing to exist pursuant to the LCSCPG Operating Procedures; and
  - (b) the date that the LCSCPG Account ceases to have a credit balance of more than £1 (£one pound).
- 5.3.2 Where the LCSCPG Account is closed pursuant to paragraph 5.3.1(a), LLDC shall pay any funds remaining in the LCSCPG Account to the LPA for the LPA to spend in accordance with Clause 8.5.

## 6. LCS CAREERS PROGRAMME

- 6.1 Prior to or on submission of the first ZMP for the Development, LLDC shall submit a draft of the first LCS Careers Programme for the first LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the first LCS Careers Programme before submitting it to the LPA for Approval.
- 6.2 The Developer shall not Commence the Development unless and until the first LCS Careers Programme has been submitted to the LPA for Approval and has been Approved.
- 6.3 No later than three months prior to the end of the each LCS Operational Period, LLDC shall submit a draft of the next LCS Careers Programme for the next LCS Operational Period of the Development to the LCSCPG for consideration and will take into account LCSCPG's comments in preparing any amendments to the next LCS Careers Programme before submitting it to the LPA for Approval.
- 6.4 The provisions of paragraph 6.3 shall continue to apply to all LCS Operational Periods until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures.
- 6.5 Following the Approval of each LCS Careers Programme and subject to any updates and/or revisions as may be Approved pursuant to paragraph 7, LLDC shall implement

and continue to implement each Approved LCS Careers Programme for the relevant LCS Operational Period.

- 6.6 Each LCS Careers Programme shall, as a minimum, include initiatives and measures to provide education and training opportunities and employment advice and programmes in order to assist Local Residents to gain employment in jobs related to the Development by increasing their knowledge, skills, experience and confidence, such initiatives and measures to include (but not limited to):
- 6.6.1 measures to be adopted to enable the Agreed Targets to be achieved including provision of the Practical Training Land or Additional Employment Measures identified by a PTL Study to be included in the LCS Careers Programme to assist the meeting of the targets set out in paragraph 1.1;
  - 6.6.2 labour market forecasting for both construction and end-use workforce requirements across the Development;
  - 6.6.3 skills training to meet both construction and end-use workforce requirements across the Development;
  - 6.6.4 job and apprenticeship brokerage including any requirements for on-Site facilities to assist in bringing job-seekers and employers based at the Development together;
  - 6.6.5 methods of raising awareness within the Host Boroughs of career opportunities and supply-chain opportunities during the construction of the Development and post-construction of the Development; and
  - 6.6.6 the instalment of the LCSCPG Contribution needed to meet the anticipated cost of delivering the aims, objectives and measures set out in the LCS Careers Programme for the relevant LCS Operational Period and the cost of delivering any Practical Training Land to be provided pursuant to paragraph 3 or paragraph 7 (as applicable).
- 6.7 Where any PTL Study identifies any Additional Employment Measures, following the Approval of such PTL Study the Additional Employment Measures identified in such PTL Study shall be deemed to form part of the relevant Approved LCS Careers Programme for the LCS Operational Period applicable to that PTL Study.

## 7. MONITORING AND REVIEW

- 7.1 LLDC will submit a draft monitoring and review report to the LCSCPG every 12 (twelve) months until the LCSCPG ceases to exist pursuant to the LCSCPG Operating Procedures, the first such report to be submitted to the LCSCPG no later than 31 March following the first anniversary of the start of the first LCS Operational Period, each report to contain the following information:
- 7.1.1 progress in the Developer achieving the Agreed Targets, including (to the extent LLDC is not prevented from doing so by any rule of law whether domestic or international and to the extent LLDC is provided with such data (having used Reasonable Endeavours to obtain such data from the Developer)) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status;
  - 7.1.2 progress in implementing the relevant LCS Careers Programme together with any updates and/or revisions to the relevant LCS Careers Programme;
  - 7.1.3 where the Practical Training Land has been provided pursuant to paragraphs 3 or 7.3 (as applicable), a review of:

- (a) the effectiveness of such Practical Training Land in assisting to meet the construction needs of the Development and/or in assisting to achieve the targets set out in paragraph 1.1; and
- (b) the term of years left on the lease granted to the training provider in respect of the Practical Training Land

and where such review concludes that Practical Training Land has assisted in meeting the construction needs of the Development and/or has assisted in achieving the targets set out in paragraph 1.1 and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, a PTL Study;

- 7.1.4 where no Practical Training Land has been provided as a result of paragraphs 3.3 or 3.5 or 7.4, a PTL Study;
- 7.1.5 the number of Non-Residential Unit completions across the Development; and
- 7.1.6 annual certificated accounts (marked for the attention of the Director of Planning Decisions at the LPA) of the LCSCPG Account setting out:
  - (a) the expenditure of the relevant instalment of the LCSCPG Contribution including an itemised statement detailing all interest accruing to and all payments out of the LCSCPG Account annually; and
  - (b) the forecast spend of the relevant LCSCPG Contribution against the relevant LCS Careers Programme for the forthcoming 12 month period including, where Additional Employment Measures are identified in a PTL Study, whether any further instalment of the LCSCPG Contribution is needed

and LLDC will take into account have the LCSCPG's comments before submitting each monitoring and review report to the LPA for Approval and where LLDC does not agree with such comments, the monitoring and review report shall include a reasoned explanation and justification of why such comments have not been incorporated.

- 7.2 LLDC will submit each monitoring and review report (the draft of which having been prepared pursuant to paragraph 7.1) to the LPA for Approval no later than four weeks following receipt of the LCSCPG's comments on the draft monitoring and review report.
- 7.3 Where the PTL Study Approved as part of a monitoring and review report pursuant to paragraph 7.2 concludes that the Practical Training Land should be provided, the Developer shall:
  - 7.3.1 where Practical Training Land has not been provided:
    - (a) within three months of the Approval of such PTL Study, agree with the LPA the precise location of the Practical Training Land within the Site, the precise size of such Practical Training Land, the duration the Practical Training Land shall be made available and the timetable for the delivery of the Practical Training Land;
    - (b) within 15 Working Days of agreeing with the LPA the details set out in paragraph 7.3.1(a), offer to grant a lease of the Practical Training Land to a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land at the rent set out in such Approved

PTL Study and shall use Reasonable Endeavours to enter into such lease for a period of 5 (five) months from the lease being first offered for grant;

- (c) make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details and timetable for delivery agreed pursuant to paragraph 7.3.1(a); and
- (d) where a lease of the Practical Training Land is granted to a training provider the Developer shall:
  - (i) provide and continue to make available for use by the training provider for the purposes of managing and operating practical training in matters relating to construction the Practical Training Land in accordance with the details agreed pursuant to paragraph 7.3.1(a); and
  - (ii) fence the Practical Training Land prior to the handover to any training provider

and any costs incurred by the Developer in relation to the preparation of the Practical Training Land, the construction of any facilities on the Practical Training Land and its use shall be defrayed from the LCSCPG Contribution.

7.3.2 where Practical Training Land has been provided and the lease of the Practical Training Land is due to come to an end in the following 12 (twelve) month period, use Reasonable Endeavours to enter into a new lease of such Practical Training Land with a training provider for the purposes of managing and operating practical training in matters relating to construction on the Practical Training Land.

7.4 In the event that an agreement for lease is not entered into or a lease is not granted within 5 (five) months of the first offer having been made pursuant to paragraph 7.3.1(b) or 7.3.2, the Developer shall submit a detailed written statement to the LPA for Approval explaining why the agreement for lease or lease has not been completed or granted (as applicable) (together with reasonable evidence demonstrating that it has used Reasonable Endeavours) and upon the Approval of such written statement the Developer's obligation to provide the Practical Training Land shall fall away subject to the Developer's on-going obligations under this paragraph 7.

7.5 Any lease for the Practical Training Land to be granted pursuant to this paragraph 7, shall be granted at a rent of no more than that set out in the Approved PTL Study.

## 8. **MANAGED WORKSPACE**

8.1 In the event as at submission of the SZMP for SPDZ 5A, the Minimum Managed Workspace has been Secured as part of the IBC/MPC Legacy Development, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 5A.

8.2 In the event as at submission of the SZMP for SPDZ 5A, some or all of the Minimum Managed Workspace has not been Secured as part of the IBC/MPC Legacy Development, the following shall apply:

- 8.2.1 the SZMP for SPDZ 5A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 5A;
- 8.2.2 the Developer shall not Occupy more than 380 (three hundred and eighty) of the Residential Units which are permitted to be constructed in SPDZ 5A unless and until:
- (a) the LCS Minimum Managed Workspace has been let on market lease terms; or
  - (b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;
- 8.2.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.2.2 shall re-apply;
- 8.2.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**");
- 8.2.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 5A notwithstanding that the SZMP for SPDZ 5A shows the provision of LCS Minimum Managed Workspace;
- 8.2.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 5A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 5A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.
- 8.3 In the event as at submission of the SZMP for SPDZ 8A, the Minimum Managed Workspace has been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the Developer shall not be required to provide the Minimum Managed Workspace in the B1 Units in SPDZ 8A.

- 8.4 In the event as at submission of the SZMP for SPDZ 8A, some or all of the Minimum Managed Workspace has not been provided and delivered as part of the IBC/MPC Legacy Development and/or as part of the Development in SPDZ 5A, the following shall apply:
- 8.4.1 the SZMP for SPDZ 8A shall identify the proposed location of the LCS Minimum Managed Workspace within SPDZ 8A;
  - 8.4.2 the Developer shall not Occupy more than 740 (seven hundred and forty) of the Residential Units which are permitted to be constructed in SPDZ 8A unless and until:
    - (a) the LCS Minimum Managed Workspace has been let on market lease terms; or
    - (b) where all or part of the LCS Minimum Managed Workspace has not been let, the Developer has used Reasonable Endeavours to enter into an agreement for lease or grant a lease in respect of the LCS Minimum Managed Workspace within the Managed Workspace Marketing Period, the Developer has submitted the Managed Workspace Marketing Report to the LPA for Approval and the LPA has Approved the Managed Workspace Marketing Report;
  - 8.4.3 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA does not Approve the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace and the provisions of paragraph 8.4.2 shall re-apply;
  - 8.4.4 where an agreement for lease or lease for the LCS Minimum Managed Workspace has not been completed or granted (as applicable) within the Managed Workspace Marketing Period and the LPA has Approved the Managed Workspace Marketing Report, the Developer shall continue to offer such agreement for lease or lease for the LCS Minimum Managed Workspace on the lease terms set out in the Approved Managed Workspace Marketing Report and the Developer shall use Reasonable Endeavours to enter into such agreement for lease or grant such lease within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period");
  - 8.4.5 where an agreement for lease or lease for the LCS Minimum Managed Workspace is not completed or granted (as applicable) within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to complete or grant such agreement for lease or lease (as applicable), the Developer shall not be required to provide the LCS Minimum Managed Workspace as part of the Development in SPDZ 8A notwithstanding that the SZMP for SPDZ 8A shows the provision of LCS Minimum Managed Workspace;
  - 8.4.6 where the Developer enters into an agreement for lease or grants a lease in respect of some or all of the LCS Minimum Managed Workspace in SPDZ 8A, the Developer shall deliver such LCS Minimum Managed Workspace in SPDZ 8A and following the grant of a lease in respect of some or all of the LCS Minimum Managed Workspace and if and so long as such lease (or any renewed or replacement lease) subsists, the LCS Minimum Managed Workspace subject to such lease shall not unless otherwise agreed in writing with the LPA be used other than for Managed Workspace.



9. **AFFORDABLE WORKSPACE**

Subject to the PDZ Viability Assessment, in respect of SPDZ 5A and SPDZ 8A, not less than 930sq m of B1 Units in SPDZ 5A and/or SPDZ 8A shall be provided as Affordable Workspace.

10. **APPROVAL**

10.1 The LPA shall confirm whether or not it Approves any Approval Document submitted to it under this Schedule within:

10.1.1 20 (twenty) Working Days of receipt of any Approval Document; or

10.1.2 where the LPA decides that it needs to report any Approval Document to its planning committee, 40 (forty) Working Days of receipt of such Approval Document

**PROVIDED THAT** where paragraph 10.1.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 10 (ten) Working Days of receipt of any Approval Document submitted to it under this Schedule and **FURTHER PROVIDED THAT** in the event the LPA refuses to Approve any Approval Document the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 10

### GREEN INFRASTRUCTURE – BAP AND PUBLICLY ACCESSIBLE OPEN SPACE

#### RECITALS

- (A) The Planning Application seeks planning permission for open space, including areas for biodiversity, to support the Development. This open space provision adds to the 102 hectares of PAOS previously permitted under the Olympic Consents and required to be provided at the conclusion of the Legacy Transformation Phase. The provision for biodiverse areas also complements the habitats set out in the Olympic Park Biodiversity Action Plan 2008.
- (B) It has been agreed that a new Biodiversity Action Plan shall be prepared for the Olympic Park which covers both the area approved under the Olympic Park Biodiversity Action Plan 2008 and the Site. This Schedule also sets out the obligations for the Developer and the LPA with respect to providing a minimum of 45ha of and a maximum of 49.1 ha of BAP Habitat for the Olympic Park.
- (C) On open space, this Schedule sets out the obligations to provide a minimum of 102 ha and a maximum of 110 ha of PAOS. It has been agreed that the Developer will prepare a PAOS Plan for the Olympic Park.

#### DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "BAP Habitat"** means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008;
- "Biodiversity Action Plan"** means a plan for the BAP Habitat in the Olympic Park which:
1. sets out a Olympic Park wide quantum of BAP Habitat of 49.1ha which is based on the anticipated provision of 4.4ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event Stadium Transformation does not provide 4.4ha of BAP Habitat on the Stadium Site the Olympic Park wide quantum of BAP Habitat will be reduced accordingly and for the avoidance of doubt in the event the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat is reduced during the duration of the Biodiversity Action Plan, the Developer will not be required to increase the quantum of Site BAP Habitat to compensate for such reduction;
  2. builds on and delivers the vision for biodiversity enhancement and conservation in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;
  3. provides a guide to nature conservation measures and biodiversity objectives for all those involved in the management and maintenance of the Olympic Park;
  4. outlines action required to establish and conserve species

- and habitats of conservation concern in the Olympic Park;
5. sets out the detailed maintenance and management regime for the BAP Habitat in the Olympic Park;
  6. outlines long-term management actions to ensure successful establishment and an increase in value of created habitat;
  7. promotes coordinated action and increased effort to benefit wildlife in the Olympic Park; and
  8. provides opportunities for local people to get involved in nature conservation work and biodiversity related activities;
- "Canal & River Trust"** means the company of that name limited by guarantee formed and registered under the Companies Act 2006 (c. 46) with company number 07807276 and which on 2 July 2012 the functions exercisable by the British Waterways Board were transferred to it by virtue of The British Waterways Board (Transfer of Functions) Order 2012;
- "Condition LTD.22"** means condition LTD.22 attached to the OLF Permission;
- "Lee Valley Regional Park Authority"** means the authority of that name established pursuant to the Lee Valley Regional Park Act 1966;
- "LLDC Land"** means that part of the Olympic Park that is owned by LLDC or over which LLDC has control such that it is able to implement the Biodiversity Action Plan and the PAOS Plan and carry out the monitoring pursuant to paragraphs 1.3 and 2.3;
- "LLDC's BAP"** means the BAP Habitat provided on LLDC Land;
- "LLDC's PAOS"** means the PAOS provided on LLDC Land;
- "Non LLDC BAP"** means the BAP Habitat that is not provided on LLDC Land;
- "Non LLDC Land"** means that part of the Olympic Park that is not LLDC Land;
- "Non LLDC PAOS"** means the PAOS that is not provided on LLDC Land;
- "Olympic Park Biodiversity Action Plan 2008"** means the biodiversity action plan submitted to the LPA pursuant to condition OD.0.11 of the OLF Permission and approved by the LPA on 4 March 2009 (under application reference 08/90297/AODODA);
- "Olympic Stadium"** means the stadium approved pursuant to the OLF Permission and the subject of a planning application submitted to the LPA and given reference number 12/90349/FUMODA by the LPA;
- "PAOS Plan"** means a plan for the PAOS in the Olympic Park which:
1. sets out a Olympic Park wide quantum of PAOS of 110ha and for the avoidance of doubt in the event the quantum of PAOS in the Olympic Park that is not Site PAOS is reduced during the duration of the PAOS Plan, the Developer will not be required to increase the quantum of the Site PAOS to compensate for reduction; and

2. builds on and delivers the vision for Publicly Accessible Open Space in the Olympic Park and identifies strategic directions that take account of the international, national, regional and local conservation scene;

**"Publicly Accessible Open Space" or "PAOS"**

areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;

**"Site BAP Habitat"**

means the BAP Habitat provided as part of the Development pursuant to Conditions LCS0.137, 138, 143, 144, 145, 146 and 151 and paragraph 1;

**"Site PAOS"**

means the PAOS provided as part of the Development pursuant to Conditions LCS0.137, 144, 147 and 148 and paragraph 2;

**"Stadium Site"**

means PDZ3 as identified in the Olympic Consents;

**"Stadium Transformation"**

means the transformation of the Olympic Stadium for legacy use following the end of the Games and the Legacy Transformation Phase.

**OPERATIVE PROVISIONS**

**1. Biodiversity Action Plan – Legacy Phase**

**1.1 BAP Habitat**

1.1.1 Subject always to paragraph 1.1.2, LLDC shall use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park and **FOR THE AVOIDANCE OF DOUBT** the figure of 49.1ha is based upon the anticipated provision of 4.4 ha of BAP Habitat on the Stadium Site as part of Stadium Transformation and in the event that Stadium Transformation as may be approved by the LPA does not provide 4.4ha of BAP Habitat on the Stadium Site the 49.1ha Olympic Park wide quantum of BAP Habitat shall be reduced accordingly.

1.1.2 LLDC shall provide no less than 45ha of BAP Habitat in the Olympic Park (which for the avoidance of doubt includes the Site BAP Habitat) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of BAP Habitat in the Olympic Park that is not Site BAP Habitat, LLDC shall not be required to increase the quantum of Site BAP Habitat to compensate for such reduction.

**1.2 Preparation of Olympic Park Wide Biodiversity Action Plan**

1.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park.

1.2.2 The Developer shall not Occupy any Residential Units unless and until the Biodiversity Action Plan has been submitted to the LPA pursuant to paragraph 1.2.1 and has been Approved.

1.2.3 LLDC shall use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as

land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan in relation to those parts of the Biodiversity Action Plan that relate to Non LLDC Land.

- 1.2.4 On submission of the Biodiversity Action Plan, the LPA shall consult on the content of the said Biodiversity Action Plan with Natural England, Canal & River Trust, the Environment Agency, Lee Valley Regional Park Authority, London Wildlife Trust, the London Borough of Hackney and such other organisations with an interest in nature conservation work and biodiversity as it may consider appropriate to consult.
- 1.2.5 Following each monitoring process pursuant to paragraphs 1.3.1(a) and 1.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 1.3.1(a) and 1.3.1(b), determine whether an update is required to the Biodiversity Action Plan and, if it determines that an update is so required, LLDC shall update the Biodiversity Action Plan as soon as practicable thereafter.

### 1.3 **Monitoring, Maintaining and Managing the BAP Habitat**

- 1.3.1 At the same time as submitting the Biodiversity Action Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
- (a) monitor the implementation of the Biodiversity Action Plan on the LLDC Land and measure the success of the measures set out therein in respect of the LLDC BAP;
  - (b) use Reasonable Endeavours to secure the monitoring of the implementation of the Biodiversity Action Plan on Non LLDC Land and measure the success of the measures set out therein in respect of Non LLDC BAP;
  - (c) report the information referred to at paragraphs 1.3.1(a) and 1.3.1(b) to the LPA; and
  - (d) the monitoring pursuant to paragraphs 1.3.1(a) and 1.3.1(b) shall take place annually on the anniversary of the Approval of the Biodiversity Action Plan for the first three years following Approval of the Biodiversity Action Plan and thereafter every two years up to Completion of the Development unless otherwise agreed in writing with the LPA.
- 1.3.2 Immediately following delivery of any Site BAP Habitat and until Completion of the Development, the Developer shall:
- (a) comply with the provisions of the Approved Biodiversity Action Plan in relation to Site BAP Habitat;
  - (b) commence and continue to monitor all Site BAP Habitat and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 1.3.1; and
  - (c) maintain all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan; and

- (d) manage all Site BAP Habitat in accordance with the Approved Biodiversity Action Plan and as required by the monitoring exercise.

## 2. PAOS Plan – Legacy Phase

### 2.1 Provision of Publicly Accessible Open Space

- 2.1.1 Subject always to paragraph 2.1.2, LLDC shall use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park.
- 2.1.2 LLDC shall provide no less than 102ha of PAOS in the Olympic Park (which for the avoidance of doubt includes the Site PAOS) (as required under Condition LTD.22) **SAVE THAT** in the event that the LPA approves any planning application that reduces the quantum of PAOS within the Olympic Park that is not Site PAOS, LLDC shall not be required to increase the quantum of Site PAOS to compensate for such reduction.

### 2.2 Preparation of Olympic Park Wide PAOS Plan

- 2.2.1 Prior to Occupation of any Residential Units, LLDC shall prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park. and the Developer shall not Occupy any Residential Units until the PAOS Plan has been Approved by the LPA.
- 2.2.2 The Developer shall not Occupy any Residential Units unless and until the PAOS Plan has been submitted to the LPA pursuant to paragraph 2.2.1 and has been Approved.
- 2.2.3 LLDC shall use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan in relation to those parts of the PAOS Plan that relate to Non LLDC Land.
- 2.2.4 On submission of the PAOS Plan, the LPA shall consult on the content of the said PAOS Plan with the GLA and such other organisations with an interest in PAOS as it considers appropriate to consult.
- 2.2.5 Following each monitoring process pursuant to paragraphs 2.3.1(a) and 2.3.1(b), the LPA shall in consultation with LLDC and with regard to the results of the monitoring process required by paragraphs 2.3.1(a) and 2.3.1(b), determine whether an update is required to the PAOS Plan and, if it determines that an update is so required, LLDC shall update the PAOS Plan as soon as practicable thereafter.

### 2.3 Monitoring the PAOS

- 2.3.1 At the same time as submitting the PAOS Plan to the LPA, LLDC shall submit details to the LPA for Approval of a mechanism to:
  - (a) monitor the implementation of the PAOS Plan on the LLDC Land;
  - (b) use Reasonable Endeavours to secure the monitoring of the implementation of the PAOS Plan on Non LLDC Land;
  - (c) report the information referred to at paragraphs 2.3.1(a) and 2.3.1(b) to the LPA; and

- (d) the monitoring pursuant to paragraphs 2.3.1(a) and 2.3.1(b) shall take place annually on the anniversary of the Approval of the PAOS Plan for the first three years following Approval of the PAOS Plan and thereafter every two years up to completion of the Development unless otherwise agreed in writing with the LPA.

2.3.2 Immediately following Approval of the PAOS Plan and until Completion of the Development, the Developer shall;

- (a) comply with the provisions of the Approved PAOS Plan in relation to Site PAOS;
- (b) use Reasonable Endeavours to comply with the provision of the Approved PAOS Plan in relation to PAOS on Non LLDC Land; and
- (c) commence and continue to monitor all PAOS and report the results of such monitoring to the LPA in accordance with the mechanism agreed pursuant to paragraph 2.3.1.

### 3. APPROVAL

3.1 The LPA shall confirm whether or not it Approves each Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 within:

3.1.1 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1; or

3.1.2 where the LPA decides that it needs to report such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 to its planning committee, 40 (forty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1

**PROVIDED THAT** where paragraph 3.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Biodiversity Action Plan, PAOS Plan and the monitoring mechanisms pursuant to paragraphs 1.3.1 and 2.3.1 the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 11

### SUSTAINABILITY

#### RECITALS

- (A) The Planning Application seeks consent for a mixed use development and it is a key objective that the Development builds on the sustainability legacy from the Olympic Development.
- (B) It has been agreed that each element of the Development is designed and consented with regard to future sustainability policy requirements.
- (C) In addition it is agreed that the investment in the low carbon energy infrastructure for the Olympic Development is utilised across the Development.
- (D) This schedule sets out the obligations to extend and connect to the existing District Heating Network and the Old Ford Facility. It also sets out obligations in relation to the achievement of "zero carbon" targets for residential and non- residential buildings through the use of "Allowable Solutions" and the development of such policies during the Development and a review mechanism for delivering sustainability enhancements as required by changes in policy during the Development.

#### DEFINITIONS

"Amenity Value"	means water that is integrated within the landscape and green infrastructure (and which may also be integrated with sustainable drainage systems) associated with the Development that contribute to the well being of residents/visitors by creating an attractive and interesting public realm and promoting increased leisure and recreational opportunities
"Approved"	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 6 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly
"Baseline Conditions"	means the sustainability requirements imposed in the Conditions to the Permission
"Carbon Reduction Targets"	means the CO <sub>2</sub> emission reduction targets set out in paragraph 2.1 of this Schedule
"District Heating Network"	means the Olympic Park district heating network
"Existing Non-Potable Water Network"	means the existing non potable water network in PDZs <del>2-3</del> , 4, 5 and 6
"Feasibility Conclusions"	means the conclusions, taking into account all aspects of the Old Ford Study, as to whether it is feasible (both financially and technically): <ul style="list-style-type: none"><li>(a) to use the Old Ford Facility to supply non-potable water to the Development in PDZs <del>2-4</del>, 5 and 6; and/or</li><li>(b) to extend the Old Ford Facility to supply non-potable water to the Development in PDZs <del>1A</del>, 8</li></ul>



and 12

and, if so, the extent to which it is feasible (both financially and technically) to be so used and/or extended and a programme for the delivery of such use or extension

**"Locally Adopted Offset Solutions"** means any offsetting arrangement formally adopted by the relevant planning authority under London Plan Policy 5.2 or any replacement from time to time

**"National Allowable Solutions"** means any offsetting arrangement contained in policy that may be brought forward by the Government on Zero Carbon to enable Zero Carbon objectives to be met via an Off-Site Hierarchy

**"Offset Solutions"** means, prior to Locally Adopted Offset Solutions or National Allowable Solutions being adopted, a scheme or schemes for carbon reduction prepared in accordance with the Off-Site Hierarchy and agreed with the LPA in consultation with the Host Boroughs and having regard to relevant GLA policy or, if no such policy, having regard to the contents of the Zero Carbon Hub report entitled "Allowable Solutions for Tomorrow's New Homes: Towards a Workable Framework Dated July 2011"

**"Off-Site Hierarchy"** means a hierarchy where On Plot carbon reduction measures are preferred, followed by On Site carbon reduction measures (where near On Plot measures are preferable to measures which are further from the On Plot) and then Off Site carbon reduction measures (where near Site measures are preferable to measures which are further from the Site)

**"Old Ford Facility"** means the non potable water facility at Old Ford and the Existing Non-Potable Water Network

**"Old Ford Study"** means a study to establish the feasibility (both financially and technically) of:

- (a) the use of the Old Ford Facility to supply non-potable water to the Development in PDZs ~~2~~, 4, 5 and 6; and
- (b) the extension of the Old Ford Facility to supply non-potable water to the Development in PDZs ~~4~~1A, 8 and 12;

to be submitted to and approved by the LPA pursuant to paragraphs 3.3 and 6 and which shall include the following:

- (i) an assessment of the likelihood of obtaining the necessary licensing, permitting and consents;
- (ii) an assessment of the hydraulic and process capacity, technical capability and water quality control of the Old Ford Facility considering existing and alternative technology opportunities that may be utilised at the facility;
- (iii) an assessment of opportunities to increase the

hydraulic and process capacity of the Old Ford Facility to supply non potable water to the Development;

- (iv) identifying and appraising alternative non potable water supply technologies that would enable the reduction of potable water use across the Development, such appraisal to be taken into account in the analysis pursuant to paragraph (v);
- (v) a life cycle cost benefit analysis compared with other water resource measures (including other non potable water resource measures) to reduce potable water use at the Development across a range of water demand uses. The analysis must include an assessment of the sustainability benefits of the water resource options including in terms of Water Neutrality, embodied and operational carbon, resilience/adaptability to climate change, surface water drainage and flood risk, biodiversity, Amenity Value and water quality. The analysis should identify how weighting has been applied; and
- (vi) the Feasibility Conclusions

<b>"On Plot"</b>		means within the site of the relevant Reserved Matters application
<b>"Regulated Emissions"</b>		means CO <sub>2</sub> emissions resulting from energy uses regulated by the Building Regulations 2010 as amended from time to time
<b>"Residual CO<sub>2</sub> Emissions"</b>		means the difference between: <ul style="list-style-type: none"><li>(a) the applicable Carbon Reduction Targets; and</li><li>(b) the actual reduction of Regulated Emissions achieved through On Plot measures</li></ul>
<b>"Sustainability Contribution"</b>		means the amount identified in the Confidential Appendix as being the sum available for the measures set out in paragraphs 3.5, 3.6 and 3.7
<b>"Sustainability Consultant"</b>	<b>Cost</b>	means the cost consultant to be jointly appointed by LLDC and the LPA in accordance with paragraph 5.8
<b>"Sustainability Enhancements"</b>		means measures and works required to enhance the sustainability performance of the Development above the requirements of the Baseline Conditions in order to comply with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ
<b>"Sustainability Enhancements Cap"</b>		means a total spend of £1,170,000 (one million, one hundred and seventy thousand pounds) (Indexed) across the Site
<b>"Sustainability Policies"</b>	<b>Planning</b>	means national, London-wide, local and neighbourhood planning policies relating to sustainability, including without limitation policies relating to energy demand and supply, carbon emissions, waste and materials, water supply and

demand and climate resilience

**"Thames Water Study"** means a seven year study which started in February 2012 carried out by Thames Water on the technical feasibility of the continued use of the Old Ford Facility

**"Water Neutrality"** means total potable water use across the wider area after the Development is equal to or less than total potable water use across the wider area before the Development

**"Zero Carbon"** means zero Regulated Emissions

## OPERATIVE PROVISIONS

### 1. EXTENSION OF DISTRICT HEATING NETWORK TO PDZS 8 AND 12

1.1 LLDC shall use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in PDZs 8 and 12 and shall provide a written report to the LPA not less than once every 12 (twelve) months following the Commencement of Development until the date specified in paragraph 1.2 below outlining the steps LLDC has taken to satisfy this obligation and the progress made towards securing the extension.

1.2 LLDC's obligations in paragraph 1.1 shall cease to apply:

1.2.1 in the case of PDZ 8, upon whichever is the later of the Occupation of the first Residential Unit in SPDZ8A or SPDZ8B; and

1.2.2 in the case of PDZ12, upon Occupation of the first Residential Unit in PDZ 12.

### 2. CO<sub>2</sub> EMISSION REDUCTIONS

2.1 The Developer shall use Reasonable Endeavours to achieve as a minimum the following CO<sub>2</sub> emission reduction targets through On Plot measures to reduce Regulated Emissions by exploring a variety of alternatives to deliver such reductions:

2.1.1 25% improvement on 2010 Building Regulations in the period to 2013

2.1.2 40% improvement on 2010 Building Regulations from 2013

2.1.3 Zero Carbon for all dwellings from 2016

2.1.4 Zero Carbon for non-residential buildings from 2019

2.2 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Offset Solutions to meet the applicable Carbon Reduction Targets as at the date of the relevant Reserved Matters application, no Development shall be Commenced pursuant to the relevant Reserved Matters approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is £46 (forty six pounds) (Indexed)

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133 or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.3 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of Locally Adopted Offset Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the Locally Adopted Offset Solutions policy

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by Locally Adopted Offset Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to the list of projects and/or solutions identified in its Locally Adopted Offset Solutions policy or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.4 Subject to paragraph 2.6, where an energy statement approved pursuant to Condition LCS0.131 identifies the use of National Allowable Solutions to meet the relevant Carbon Reduction Targets applicable at the date of the relevant Reserved Matters Application, no Development shall be Commenced pursuant to the relevant Reserved Matters Approval until the Developer has paid to the LPA a contribution based on the following calculation:

$$£A \times B \times C = £D$$

Where:

"A" is the carbon price per tonne as set by the National Allowable Solutions policy

"B" is the tonnage of Residual CO<sub>2</sub> Emissions to be off set by National Allowable Solutions as identified in the approved energy statement

"C" is 30 (thirty) (derived from 30 year period set out in Zero Carbon Hub report)

"D" is the contribution payable

and the LPA shall apply any contributions received pursuant to this paragraph to projects and/or solutions identified in the study carried out by the Developer pursuant to Condition LCS0.133, in any Locally Adopted Offset Solutions policy and/or such other projects and/or solutions as may be identified in the approved energy statement.

- 2.5 Energy statements submitted pursuant to Condition LCS0.131 shall only identify the use of National Allowable Solutions where the National Allowable Solutions policy is introduced after the Locally Adopted Offset Solutions policy and then only to the extent it expressly replaces any Locally Adopted Offset Solutions policy.
- 2.6 The Developer's total liability pursuant to paragraphs 2.2 to 2.4 shall not exceed £6,904,000 (six million nine hundred and four thousand pounds) Indexed.
- 2.7 The Developer shall assist the LPA in carrying out any studies to identify potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions and the Developer shall submit representations on any consultation on the identification of potential projects and solutions which may comprise or be included as Locally Adopted Offset Solutions.

### 3. NON-POTABLE WATER SUPPLY

#### 3.1 LLDC shall:

3.1.1 work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study; and

3.1.2 use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility PROVIDED THAT this obligation shall cease to apply to the extent that the Feasibility Conclusions contained in the Approved Old Ford Study indicate pursuant to paragraph 3.7 that it is not feasible to:

(a) use the Old Ford Facility to serve the Development in PDZs ~~2~~, 4, 5 and 6 (or any part(s) thereof); and/or

(b) extend the Old Ford Facility to serve the Development in PDZs ~~4~~1A, 8 and 12 (or any part(s) thereof).

3.2 LLDC shall provide a written report to the LPA within 12 (twelve) months of ~~the date of this Agreement~~ 28th September 2012 and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1 PROVIDED THAT following the Approval of the Old Ford Study pursuant to paragraph 3.3 LLDC and the LPA shall agree such other period for reporting as may be reasonable in light of the Feasibility Conclusions.

3.3 LLDC covenants to carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval by no later than 1 April 2019.

3.4 The Developer shall not Occupy more than ~~2000~~ 2,000 (two thousand) Residential Units, which are permitted to be constructed across the Development, unless and until such time as the Old Ford Study has been Approved.

3.5 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to use the Old Ford Facility to serve the Development in PDZs ~~2~~, 4, 5 and 6 (or any part(s) thereof) LLDC covenants to:

3.5.1 make and diligently pursue applications for all necessary consents; and

3.5.2 subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs ~~2~~,

4, 5 and 6 (or the relevant part(s) thereof) in accordance with the programme set out in the Approved Old Ford Study.

3.6 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is feasible to extend the Old Ford Facility to serve the Development in PDZs ~~4~~1A, 8 and 12 (or any part(s) thereof) LLDC covenants to:

3.6.1 make and diligently pursue applications for all necessary consents; and

3.6.2 subject to obtaining all necessary consents, to carry out such works as are necessary to extend the Old Ford Facility to serve the Development in PDZs ~~4~~1A, 8 and 12 (or the relevant part(s) thereof) in accordance with the programme set out in the approved Old Ford Study.

3.7 In the event the Feasibility Conclusions contained in the Approved Old Ford Study indicate that it is not feasible to:

3.7.1 use the Old Ford Facility to serve the Development in PDZs ~~2, 4~~, 5 and 6 (or any part(s) thereof); and/or

3.7.2 extend the Old Ford Facility to serve the Development in PDZs ~~4~~1A, 8 and 12 (or any part(s) thereof)

then the following shall apply:

3.7.3 LLDC covenants to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park; and

3.7.4 the Developer covenants to use Reasonable Endeavours to incorporate alternative measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment in such parts of the Development for which Reserved Matters applications subsequently come forward taking into account the feasibility (both financially and technically) of such alternative measures, and the steps the Developer has taken to comply with this obligation shall be set out in the water statement to be submitted with each such Reserved Matters application pursuant to Condition LCS0.134.

3.8 Where the Developer and LLDC are the same entity, in using its Reasonable Endeavours pursuant to paragraph 3.7.4 LLDC shall apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and LLDC shall provide the LPA with a report every 12 (twelve) months following the Approval of the Old Ford Study detailing:

3.8.1 how much of the Sustainability Contribution remains;

3.8.2 how much of the Sustainability Contribution has been spent in Complying with paragraph 3.7.4 over the previous 12 (twelve) months;

3.8.3 the measures which have been implemented and how such measures have assisted in reducing potable water use; and

3.8.4 the expected spend for the forthcoming 12 (twelve) months.

3.9 Where the Developer and LLDC are not the same entity, LLDC shall work with the Developer to:

- 3.9.1 where paragraph 3.5 applies, to use the Old Ford Facility to serve the Development in PDZs 2, 4, 5 and 6 (or the relevant part(s) thereof);
  - 3.9.2 where paragraph 3.6 applies, to extend the Old Ford Facility to serve the Development in PDZs 1, 8 and 12 (or the relevant part(s) thereof);
  - 3.9.3 where paragraph 3.7 applies, to incorporate into the Development alternative measures to reduce potable water use
- 3.10 This paragraph 3 shall be without prejudice to the requirement to submit a water statement with all Reserved Matters Applications pursuant to Condition LCS0.134.
- 3.11 LLDC's maximum liability in Complying with this paragraph 3 shall not exceed the Sustainability Contribution.

#### 4. CONSTRUCTION MOVEMENTS BY RAIL/WATER

- 4.1 The Developer shall use Reasonable Endeavours to achieve the following targets:
- 4.1.1 to transport to the Site by rail and/or water not less than 25% of construction materials, by weight, used in the construction of the Development; and
  - 4.1.2 to transport from the Site by rail and/or water not less than 50% of construction waste, by weight, arising from the construction of the Development.

#### 5. SUSTAINABILITY REVIEW MECHANISM

- 5.1 Without prejudice to the Baseline Conditions and subject to paragraphs 5.2 to 5.7 inclusive, the Development in each PDZ shall be substantially in accordance with Sustainability Planning Policies current at the date of submission of the ZMP for the relevant PDZ and at the date of submission of the SZMP for the relevant SPDZ.
- 5.2 Save in respect of the ZMP for PDZ6, where, as at the date of submission of each ZMP and each SZMP, there has been a change in Sustainability Planning Policies since the approval of the previous ZMP or SZMP, as the case may be, (or in the case of the submission of the first ZMP or SZMP, after the ZMP for PDZ6, since ~~the date of this Agreement~~ 28th September 2012), such ZMP or SZMP, as the case may be, shall be accompanied by a report, such report to be prepared by LLDC not more than two months in advance of the submission of the ZMP and or SZMP, as the case may be, (the "**Sustainability Enhancements Report**") detailing the estimated total cost of providing Sustainability Enhancements, together with a breakdown of those estimated costs for each element of the Sustainability Enhancements, required in order for the proposed development for that ZMP or SZMP, as the case may be, to comply with paragraph 5.1 across both the PDZ which is the subject of such ZMP or the SPDZ which is the subject of such SZMP, as the case may be, and all remaining PDZs for which there is no approved ZMP and all remaining SPDZs for which there is no approved SZMP as at the date of the submission of such ZMP or SZMP, as the case may be, (together the "**Remaining PDZs**"), such estimated costs having been certified by the Sustainability Cost Consultant, and the provisions of paragraphs 5.5 and 5.6 or paragraph 5.7 shall then apply as appropriate.
- 5.3 LLDC shall include with each Sustainability Enhancements Report details of the remaining unallocated amount of the Sustainability Enhancements Cap as at the date of the submission of the relevant ZMP or the relevant SZMP, as the case may be, to which the said Sustainability Enhancements Report relates taking into account the estimated total cost of providing the Sustainability Enhancements in the PDZ or SPDZ, as the case may be, to which the Sustainability Enhancements Report relates and the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs.

- 5.4 Only those costs certified by the Sustainability Cost Consultant shall be counted towards the Sustainability Enhancements Cap.
- 5.5 Where the estimated total cost of providing the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the estimated cost of any Sustainability Enhancements set out in approved ZMPs and SZMPs, result in the Sustainability Enhancements Cap being exceeded then:
- 5.5.1 LLDC and the LPA shall use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs, and
- 5.5.2 each subsequent ZMP and each subsequent SZMP for all Remaining PDZs (other than the PDZ the subject of the submitted ZMP and the SPDZ the subject of the submitted SZMP) for which there is no approved ZMP and no approved SZMP shall be prepared by the Developer on the basis of the provision of those agreed Sustainability Enhancements, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.6 Where LLDC and the LPA having used Reasonable Endeavours cannot agree pursuant to paragraph 5.5.1 which Sustainability Enhancements shall be included in which of the Remaining PDZs then either party may refer the matter for determination by the Expert pursuant to Clause 13.
- 5.7 Where the estimated total cost of providing the Sustainability Enhancements set out in the Sustainability Enhancements Report would, if implemented across the Remaining PDZs and when taken together with the cost of any Sustainability Enhancements set out in approved ZMPs and approved SZMPs, not result in the Sustainability Enhancements Cap being exceeded, each subsequent ZMP and each subsequent SZMP for the Remaining PDZs (other than PDZ the subject of the current ZMP and other than the SPDZ the subject of the current SZMP) for which there are no approved ZMPs and approved SZMPs shall be prepared by the Developer on the basis of the provision of all of the Sustainability Enhancements set out in the relevant Sustainability Enhancements Report, save where there is a subsequent change in Sustainability Planning Policies (including but not limited to the introduction of new Sustainability Planning Policies, any amendments to Sustainability Planning Policies, any relaxation in or tightening of the requirements of any Sustainability Planning Policies, or the abolition of any Sustainability Planning Policies) prior to the submission of such subsequent ZMPs and such subsequent SZMPs in which case the provisions of paragraph 5.2 shall then apply, mutatis mutandis.
- 5.8 LLDC and the LPA shall jointly appoint and retain whenever shall be necessary for the purposes of this paragraph 5 a suitably qualified Sustainability Cost Consultant to determine the estimated cost of providing the Sustainability Enhancements as set out in each Sustainability Enhancements Report for each ZMP that shall be submitted, and the costs of such appointment shall be apportioned as follows:
- 5.8.1 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;
- 5.8.2 the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body



5.9 Where Compliance with the Baseline Conditions together with any agreed Sustainability Enhancements would not be technically possible (including but not limited to incompatible technologies or incompatible construction requirements) as demonstrated by, if required by the LPA, an engineering report obtained by the Developer from an independent and suitably qualified engineer, the Developer and the LPA shall agree which of the Baseline Conditions and Sustainability Enhancements shall take precedence for the purposes of that ZMP or SZMP, as the case may be PROVIDED ALWAYS THAT any such agreement with the LPA shall not constitute a binding precedent or constitute the LPA's waiver of the need for Compliance with the Baseline Conditions and any Sustainability Enhancements in subsequent ZMPs or SZMPs.

6. **APPROVAL**

6.1 The LPA shall confirm whether or not it Approves the Old Ford Study within:

6.1.1 30 (thirty) Working Days of receipt of the Old Ford Study; or

6.1.2 where the LPA decides the matter needs to be reported to its planning committee in which case the aforementioned period shall be extended to 40 (forty) Working Days

PROVIDED THAT where paragraph 6.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Old Ford Study and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve the Old Ford Study the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or the 40 (forty) Working Days, as applicable, the provisions of Clause 12 shall apply.

## SCHEDULE 12

### PUBLIC ART AND CULTURAL EVENTS

#### RECITALS

- (A) The Developer is committed to enhancing the provision made for public art during the Games and Legacy Transformation Phase through both the protection of Existing Public Art and the provision New Public Art and also through Cultural Events.

#### DEFINITIONS

- "Approved"** means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Arts Co-ordinator"** means the person to be identified pursuant to paragraph 1.1 of this Schedule and shall include any replacement person notified to the LPA;
- "Arts Fund"** means the sum of £500,000 (Indexed) together with any profits associated with the holding of a Cultural Event as shall be identified in a Cultural Event Report and any third party funding to be spent on New Public Art and/or Cultural Events in accordance with each Zonal Public Art and Cultural Events Strategy;
- "Cultural Event"** means an event held at the Development which shall meet the following criteria:
1. attendance/participation shall be free of charge to members of the public;
  2. any profits from the event (whether from sales, licences, advertising, sponsorship or otherwise) shall be added to the Arts Fund; and
  3. the event shall be designed to be inclusive, to foster community relations and to celebrate the cultural diversity and history of East London;
- "Cultural Event Report"** means a report to be submitted to the LPA following a Cultural Event pursuant to paragraph 5 of this Schedule containing the following information:
1. the level of attendance at the Cultural Event;
  2. the expenditure associated with the Cultural Event; and

	<ol style="list-style-type: none"><li>3. any profits associated with the Cultural Event;</li></ol>
<b>"Estate Management Entities"</b>	means parties responsible for the management and maintenance of the common areas within the Site;
<b>"Existing Public Art"</b>	means physical pieces of art installed on the Site as part of the Olympic Development and the development carried out during the Legacy Transformation Phase and identified for retention and/or relocation within the Site as part of the scheme to be submitted and approved pursuant to Condition LCS0.172;
<b>"New Public Art"</b>	means sculpture, lighting installations, landscape works or other physical objects of art or design and associated works as could be procured through the Arts Council to be provided as part of the Development and to be provided in areas where the public have access or otherwise to be visible from such areas;
<b>"Park Management Group"</b>	means the group to be established pursuant to Condition LCS0.163;
<b>"Public Art Strategies"</b>	means each of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports and <b>"Public Art Strategy"</b> means any one of the Site Wide Public Art and Cultural Events Strategy, the Zonal Public Art and Cultural Events Strategies and the Cultural Event Reports;
<b>"Site Wide Public Art and Cultural Events Strategy"</b>	means a strategy for the provision of New Public Art and/or Cultural Events as may be amended with the Approval of the LPA pursuant to paragraph 2.3 of this Schedule such strategy to include as a minimum the following information: <ol style="list-style-type: none"><li>1. broad potential locations for New Public Art taking into account the proposed location of Existing Public Art to be retained as part of the Development;</li><li>2. opportunities for Cultural Events; and</li><li>3. general allocation of the Arts Fund for New Public Art and Cultural Events;</li></ol>
<b>"Zonal Public Art and Cultural Events Strategy"</b>	means a strategy for the provision of New Public Art and/or Cultural Events to include as a minimum the following information:

1. New Public Art
  - 1.1 approximate location, type and scale;
  - 1.2 how the proposed New Public Art would be publicly accessible or otherwise visible from publicly accessible areas;
  - 1.3 estimated cost of the proposed New Public Art; and
  - 1.4 management and maintenance strategy for the design life of the New Public Art
  
2. Cultural Events
  - 2.1 location, type and duration;
  - 2.2 timing of the event;
  - 2.3 how the proposed event would be inclusive, foster community relations and celebrate the cultural diversity and history of the local area; and
  - 2.4 estimated cost of holding the Cultural Event.

## OPERATIVE PROVISIONS

### 1. ARTS CO-ORDINATOR

- 1.1 The Development shall not be Commenced until a suitable person has been identified within LLDC with responsibility for co-ordinating the following matters and evidence of the same provided to the LPA:
  - 1.1.1 preparation and submission of the Site Wide Public Art and Cultural Events Strategy to the LPA for Approval;
  - 1.1.2 preparation and submission of each Zonal Public Art and Cultural Events Strategy to the LPA for Approval (including working with the developers of Planning Delivery Zones to achieve the same where appropriate);
  - 1.1.3 making applications for funding for New Public Art from the Arts Council and other arts bodies, private individuals and entities;
  - 1.1.4 liaising with the Park Management Group and Estate Management Entities (where applicable) on the procurement of New Public Art and the organisation of Cultural Events;

1.1.5 the procurement and delivery of New Public Art; and

1.1.6 the organisation of Cultural Events.

1.2 The role of Arts Co-ordinator shall be retained and filled by a suitable person at all times until the New Public Art to be provided as part of the Development has been installed and the Cultural Events have been held.

1.3 The Developer shall not Commence the Development unless and until paragraph 1.1 has been Complied with.

## 2. **SITE WIDE PUBLIC ART AND CULTURAL EVENTS STRATEGY**

2.1 The Development shall not be Commenced until there has been submitted to and Approved in writing by the LPA a Site Wide Public Art and Cultural Events Strategy.

2.2 The Developer shall not Commence the Development unless and until paragraph 2.1 has been Complied with.

2.3 LLDC shall review the Site Wide Public Art and Cultural Events Strategy at least every 2 (two) years commencing on the second anniversary of the Approval of the Site Wide Public Art and Cultural Events Strategy pursuant to paragraph 2.1 above and in the event that LLDC considers that the broad location of the New Public Art and/or opportunities for Cultural Events may need to be amended following such review LLDC shall submit a revised Site Wide Public Art and Cultural Events Strategy to the LPA for Approval.

## 3. **ZONAL PUBLIC ART AND CULTURAL EVENT STRATEGIES**

3.1 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Zonal Masterplan for that PDZ and, if applicable, the SZMP for a SPDZ in that PDZ shall be accompanied by a Zonal Public Art and Cultural Events Strategy for Approval and no Development shall be Commenced in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.

3.2 The Zonal Public Art and Cultural Events Strategy shall be in conformity with the Approved Site Wide Public Art and Cultural Events Strategy.

3.3 Where the Approved Site Wide Public Art and Cultural Events Strategy identifies one or more broad potential locations for New Public Art and/or an opportunity for holding a Cultural Event in a PDZ, the Developer shall not submit the Zonal Masterplan for that PDZ or, if applicable, the SZMP for that SPDZ unless it is accompanied by the Zonal Public Art and Cultural Events Strategy required pursuant to paragraph 3.1 and the Developer shall not Commence Development in that PDZ (including any SPDZ) until the Zonal Public Art and Cultural Events Strategy has been Approved.

## 4. **DELIVERY OF NEW PUBLIC ART**

4.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies New Public Art to be installed in a PDZ or SPDZ (as applicable):

4.1.1 the New Public Art shall be procured by selecting an artist having regard to the "Guidelines for Commissioning and Selecting Artists and Craftspeople" published by Public Art On-Line and by holding either an open or limited competition and which for the avoidance of doubt could include the procurement of an artist into the development design teams for that PDZ or SPDZ (as applicable);

- 4.1.2 details of the New Public Art shall be submitted with the relevant Reserved Matters application for that part of the PDZ on which the New Public Art is to be located; and
  - 4.1.3 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the New Public Art in that PDZ or SPDZ (as applicable) has been installed or, if earlier, the New Public Art shall be installed prior to the area within which it is to be located or from which it is to be visible (as the case may be) becoming publicly accessible.
- 4.2 Once installed or erected the New Public Art shall be retained and maintained by the Developer in accordance with the details set out in the relevant Approved Zonal Public Art and Cultural Events Strategy.

**5. DELIVERY OF CULTURAL EVENTS**

- 5.1 Where an Approved Zonal Public Art and Cultural Events Strategy identifies one or more Cultural Events to be held in a PDZ or SPDZ (as applicable):
- 5.1.1 LLDC shall consult with the LPA on the detailed planning of each Cultural Event;
  - 5.1.2 not more than 50% of the Residential Units (such percentage being of the number of Residential Units identified in the relevant approved Zonal Masterplan or approved SZMP (as applicable) in that PDZ or SPDZ (as applicable)) shall be Occupied until the first identified Cultural Event has been held and a Cultural Event Report has been submitted to the LPA for Approval; and
  - 5.1.3 any additional identified Cultural Event(s) shall be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report shall be submitted to the LPA for Approval.
- 5.2 Any profits associated with the holding of a Cultural Event and identified in a Cultural Event Report shall be added to the Arts Fund.

**6. ARTS FUND**

- 6.1 LLDC shall:
- 6.1.1 apply the whole of the Arts Fund towards the provision of New Public Art and Cultural Events pursuant to each Approved Zonal Public Art and Cultural Events Strategy **PROVIDED THAT** no part of the Arts Fund shall be applied towards the costs of:
    - (a) the maintenance of the New Public Art;
    - (b) the formulation of the Site Wide Public Art and Cultural Events Strategy;
    - (c) the formulation of any Zonal Public Art and Cultural Events Strategy; and/or
    - (d) the process of short-listing, selecting and commissioning artists;
  - 6.1.2 report to the LPA every 12 (twelve) months on the expenditure of the Arts Fund; and

6.1.3 in the event that any part of the Arts Fund is remaining following the completion of the New Public Art and holding of the Cultural Events identified in each Approved Zonal Public Art and Cultural Events Strategy, such sums shall be applied towards the holding of further Cultural Events or the provision of further New Public Art the details of which shall be agreed in advance with the LPA in writing.

7. **APPROVAL**

7.1 The LPA shall confirm whether or not it approves each Public Art Strategy within:

7.1.1 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC, or

7.1.2 where the LPA decides that it needs to report any Public Art Strategy to its planning committee, 40 (forty) Working Days of receipt of such Public Art Strategy

**PROVIDED THAT** where paragraph 7.1.2 applies, the LPA shall notify LLDC of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Public Art Strategy from LLDC and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Public Art Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

## SCHEDULE 13

### TELEVISION RECEPTION

#### RECITALS

- (A) The Development may impact upon the quality of terrestrial and/or satellite television reception in properties situated in the vicinity of the Development.
- (B) The Developer has accordingly agreed to the obligations set out in this Schedule 13 to fund measures to mitigate any interference to terrestrial and/or satellite television reception in the vicinity of the Development proven to result from the Development.

#### DEFINITIONS

<b>"Approved"</b>	means, in the context of this Schedule, approved by the LPA pursuant to paragraph 7 or Clause 12 or by the Expert pursuant to Clause 13 and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"First Reception Survey"</b>	means a survey to assess the standard of terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area;
<b>"Reception Consultant"</b>	means a consultant specialising in matters relating to terrestrial and satellite television reception;
<b>"Relevant TV Survey Area"</b>	means the areas over which the Development within a relevant PDZ is predicted to cast a shadow from terrestrial transmitter stations and satellite television transmitters, such areas to be Approved pursuant to paragraph 2.2;
<b>"Second Reception Survey"</b>	means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in any PDZ on terrestrial and satellite television reception to residential properties within the Relevant TV Survey Area(s) and to advise on TV Reception Mitigation Measures;
<b>"TV Reception Mitigation Measures"</b>	means such measures as are agreed by the Developer and the LPA pursuant to paragraph 5.1.1 (having regard to the recommendations of the Reception Consultant made in any Second Reception Survey) as being necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant TV Reception Survey Area(s) to the standard assessed in the relevant First Reception Survey(s).



## **OPERATIVE PROVISIONS**

### **1. APPOINTMENT OF RECEPTION CONSULTANT**

- 1.1 The Developer will appoint the Reception Consultant by no later than the date of submission of the Developer's first application for the approval of Reserved Matters in relation to any part of the Development.

### **2. SURVEY AREAS**

- 2.1 Within 1 (one) month of the submission of the Developer's first application for the approval of Reserved Matters in relation to any works of Development within each PDZ, the Developer will commission the Reception Consultant to produce a plan showing the Relevant TV Survey Area for that PDZ.
- 2.2 The Developer will submit each Relevant TV Survey Area produced pursuant to paragraph 2.1 to the LPA for Approval.

### **3. FIRST RECEPTION SURVEY**

- 3.1 The Developer will not Commence the Development in any PDZ until:
- 3.1.1 the plan showing the Relevant TV Survey Area has been submitted to the LPA for Approval pursuant to paragraph 2.2 and has been Approved; and
- 3.1.2 the First Reception Survey has been carried out in relation to that PDZ.
- 3.2 The Developer will submit a copy of the Reception Consultant's report setting out the results of each First Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

### **4. SECOND RECEPTION SURVEY**

- 4.1 In the event that more than 10 (ten) complaints are received by the Developer or the LPA from occupiers of properties in any Relevant TV Survey Area Approved pursuant to paragraph 2.2 regarding deterioration in terrestrial and/or satellite television reception, the Developer will commission a Second Reception Survey within 20 (twenty) Working Days of receipt by the Developer or the LPA of the 10th (tenth) complaint.
- 4.2 Regardless of whether or not any Second Reception Survey has been commissioned by the Developer pursuant to paragraph 4.1, the Developer will commission a Second Reception Survey in relation to each PDZ not later than 20 (twenty) Working Days following the Completion of each PDZ.
- 4.3 In the event any complaints are received by the Developer or the LPA within a period of 1 (one) year following the carrying out of the TV Reception Mitigation Measures in accordance with paragraph 5, paragraph 4.1 shall apply to such complaints with the effect that following receipt of 10 (ten) or more complaints the Developer will commission a further Second Reception Survey pursuant to paragraph 4.1.
- 4.4 Upon commissioning any Second Reception Survey pursuant to paragraphs 4.1 or 4.2, the Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Developer within 40 (forty) Working Days of the date the Second Reception Survey is commissioned.
- 4.5 The Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the LPA within 10 (ten) Working Days of receipt from the Reception Consultant.

5. **TV RECEPTION MITIGATION MEASURES**

5.1 In the event that the Reception Consultant's report setting out the results of any Second Reception Survey reveals a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties in the Relevant TV Reception Study Areas since the date of the First Reception Surveys and such deterioration is in the reasonable opinion of the Reception Consultant directly attributable to the Development (including construction equipment and final built form) (but not otherwise), the Developer shall within 3 (three) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey:

5.1.1 agree with the LPA the TV Reception Mitigation Measures that should be implemented;

5.1.2 to the extent that the TV Reception Mitigation Measures involve works to individual properties the Developer shall deliver to each of the properties affected an offer (with reasonable terms and conditions incorporating those below) in a form which would if validly accepted by the occupier of the affected property within 6 (six) months of the date of the Developer's offer constitute a legally binding contract either:

(a) (subject to the occupier granting access to the Developer and the Developer's workmen contractors and other representatives at reasonable times to be arranged) to carry out the TV Reception Mitigation Measures; or

(b) following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval by the Developer of one of those quotations (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation to pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures

**PROVIDED THAT** the Developer shall only be obliged to an occupier under paragraph 5.1.2 if the relevant occupier in his or her acceptance of the Developer's offer to carry out the TV Reception Mitigation Measures or to pay the cost of the TV Reception Mitigation Measures as per the Developer's offer:-

(c) undertakes with the Developer in legally enforceable form reasonably satisfactory to the Developer (acting reasonably) that sums paid and works carried out by the Developer (acting reasonably) will be in full and final settlement of any claim in respect of that property for TV Reception Mitigation Measures of any kind arising out of the construction operation or use of the Development; and

(d) produces evidence that is reasonably satisfactory to the Developer that there is no other person entitled to claim for TV Reception Mitigation Measures to be carried out in respect of that property or (if there is) procures that each such person is bound in legally enforceable form by the undertaking referred to above and (if relevant) agrees to the relevant TV Reception Mitigation Measures being carried out.

5.2 The Developer shall either:

- 5.2.1 carry out the TV Reception Mitigation Measures in respect of the properties affected on receipt of a valid acceptance of the offer referred to in paragraph 5.1.2 from the relevant occupier subject to its workmen and/or contractors being permitted access at all reasonable times; or
  - 5.2.2 following receipt from the occupier of a minimum of two quotations for the TV Reception Mitigation Measures and approval of one of the submitted quotations by the Developer (such approval not to be unreasonably withheld or delayed) upon the receipt by the Developer from the occupier of a receipted invoice from the contractor who gave the approved quotation pay within 20 (twenty) Working Days to the occupier the price (inclusive of VAT) quoted in such quotation for such TV Reception Mitigation Measures
- 5.3 It is hereby acknowledged by the LPA that the Developer may instead of making an offer under paragraph 5.1.2 or carrying out the works or paying monies under paragraph 5.2 carry out works to boost signals generally in the area of some or all of the affected properties in substitution for works to individual properties if the Reception Consultant (acting reasonably) certifies to the LPA (providing reasonable evidence) that this would be likely to restore the quality of terrestrial and/or satellite television reception to the relevant affected property or properties within the Relevant TV Reception Study Areas to the standard assessed in the First Reception Surveys **PROVIDED THAT** an assessment of the effects of such boosting shows no other significant adverse impacts or if any such adverse impacts are identified that the LPA Approves such boosting.
- 5.4 If the Developer is to carry out the TV Reception Mitigation Measures in relation to any of the properties affected the Developer shall carry out such works as soon as practicable after receipt of the relevant occupier's letter of acceptance.
- 5.5 To the extent that the TV Reception Mitigation Measures are to antennae and equipment not on individual properties the Developer shall use Reasonable Endeavours to, within 6 (six) months of receiving the Reception Consultant's report setting out the results of any Second Reception Survey, obtain or procure any Requisite Consents required to implement these TV Reception Mitigation Measures and subject to receipt of those Requisite Consents carry out or procure the carrying out of the TV Reception Mitigation Measures as soon as practicable following receipt of those consents.
6. **GENERAL**
- 6.1 The Developer shall regularly provide information (not less than on an annual basis) to the LPA in respect of all sums paid pursuant to this Schedule, the TV Reception Mitigation Measures undertaken and any works undertaken pursuant to paragraph 5.3 and shall keep the LPA informed (not less than on an annual basis) regarding continuing discussions (if any) being held with the occupiers of the properties affected until such date that is 1 (one) year following the provision of the TV Reception Mitigation Measures.
- 6.2 If the LPA passes to the Developer any complaints about a significant deterioration in terrestrial and/or satellite television reception to any residential property or properties that is claimed to be attributable to the Development the Developer shall:
- 6.2.1 consult the Reception Consultant in respect of such claim;
  - 6.2.2 if in the reasonable opinion of the Reception Consultant the complaint of significant deterioration in terrestrial and/or satellite television reception is directly attributable to the Development (but not otherwise), deal with the complainant as set out in paragraphs 4 and 5; and

6.2.3 provide information (not less than on an annual basis) to the LPA as to how the complaint has been dealt with including details of all sums paid and works undertaken and discussions held with the complainant.

6.3 The maximum total liability of the Developer under this Schedule shall not exceed £175,000.

6.4 The obligations in this Schedule shall cease to have effect after the first anniversary of Completion of Development in the PDZ or SPDZ which is the subject of the last ZMP or SZMP to be submitted for approval.

## 7. APPROVAL

7.1 The LPA shall confirm whether or not it approves any information submitted to it under this Schedule within:

7.1.1 20 (twenty) Working Days of receipt of such information; or

7.1.2 where the LPA decides that it needs to report any such information to its planning committee, 40 (forty) Working Days of receipt of such information

**PROVIDED THAT** where paragraph 7.1.2 applies, the LPA shall notify the Developer of such application within 10 (ten) Working Days of receipt of such information and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve any such information the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 14  
FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT  
(REQUIRED PURSUANT TO CLAUSES 4.1.3 AND 5.1.3)

DATED \_\_\_\_\_ 2012

- (1) ~~OLYMPIC DELIVERY AUTHORITY~~
- (2) ~~LONDON LEGACY DEVELOPMENT CORPORATION~~
- (3) ~~TRANSPORT FOR LONDON~~
- (4) [ \_\_\_\_\_ ]

~~SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT~~

~~made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling~~

~~relating to the development of land within the future Queen Elizabeth Olympic Park~~



~~THIS SUPPLEMENTAL AGREEMENT is made on \_\_\_\_\_ 20[ ]~~

~~**BETWEEN:-**~~

- ~~(1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN (the "LPA"); and~~
- ~~(2) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the ["LLDC"]["Owner"]); [and]~~
- ~~(3) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London SW1 0TL ("TfL"); [and]~~
- ~~(4) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] (the "Owner")<sup>1</sup>~~

~~**RECITALS**~~

~~**WHEREAS:-**~~

- ~~(A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Part is situated.~~
- ~~(B) On [ \_\_\_\_\_ ] September 2012 the [LPA][Olympic Delivery Authority], the [LLDC][Owner] and TfL entered into the Principal Agreement.~~
- ~~(C) The [LLDC][Owner] has acquired the Interest which has not prior to the date of this Agreement been part of the Developer's Land.~~
- ~~(D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [4.1.3][5.1.3] of the Principal Agreement and is entered into for the purpose of ensuring that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Interest for the purposes of the said section 106.~~

~~**OPERATIVE PROVISIONS:-**~~

~~**8. INTERPRETATION**~~

- ~~8.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.~~
- ~~8.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:~~

<del>"Interest"</del>	<del>means [details to be inserted of interest acquired] in the Part;</del>
<del>"Part"</del>	<del>means that part of the Site shown edged red on the plan annexed hereto [such Part being registered at the Land Registry under title number [ _____ ]];</del>
<del>"Principal Agreement"</del>	<del>means an agreement dated [ _____ ] September 2012 between the [LPA][Olympic Delivery Authority] (1) the [LLDC][Owner] (2) and TfL</del>

<sup>1</sup> Where the person who has acquired the Part is not the London Legacy Development Corporation, four parties will be necessary, with the London Legacy Development Corporation being defined as the "LLDC" and the person who has acquired the Part being defined as the "Owner". Where the person who has acquired the Part is the London Legacy Development Corporation and the London Legacy Development Corporation and the LPA are separate statutory bodies, three parties will be necessary, with the London Legacy Development Corporation being defined as the "Owner".

~~(3) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.~~

~~9. THIS SUPPLEMENTAL AGREEMENT~~

~~9.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990, [sections 4 and 5 of the Olympic Act], sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.~~

~~9.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Part is situated.~~

~~9.3 The Owner covenants with the LPA that from the date of this Supplemental Agreement it is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Interest and, subject to Clauses 2.9, 2.10 and 2.11 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer are entered into by the Owner with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of [sections 4 and 5 of the Olympic Act and] sections 201, 205 and 206 of the 2011 Act and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.~~

~~9.4 The Owner agrees that from the date of this Supplemental Agreement the obligations, covenants and undertakings contained in Schedule 2 (Transport) to the Principal Agreement shall be enforceable by TfL against the Owner in relation to the Interest.~~

~~9.5 LLDC covenants with the LPA that from the date of this Supplemental Agreement it shall Comply with Clauses 5.1.1 and 5.1.2 of the Principal Agreement in relation to the Interest.~~

~~9.6 The LPA and TfL covenant with the Owner in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.~~

~~10. MODIFICATION TO THE PRINCIPAL AGREEMENT~~

~~10.1 The parties agree that with effect from the date of this Supplemental Agreement the Principal Agreement shall be modified as follows:~~

~~10.1.1 the definition of "Developer's Land" in Clause 1 shall be modified by the insertion of the following:~~

~~[4]. [insert details to be inserted of interest acquired] in the Site shown edged [ ] on the plan annexed hereto at [ ] [and being registered at the Land Registry under title number [ ]]~~

11. ~~LOCAL LAND CHARGE~~

~~This Supplemental Agreement is a local land charge and shall be registered as such.~~

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

~~THE COMMON SEAL of THE OLYMPIC~~ \_\_\_\_\_ )

~~DELIVERY AUTHORITY~~ was hereunto \_\_\_\_\_ )

~~affixed in the presence of:~~ \_\_\_\_\_ )

\_\_\_\_\_ Authorised signatory

~~THE COMMON SEAL of THE LONDON~~ \_\_\_\_\_ )

~~LEGACY DEVELOPMENT CORPORATION~~ \_\_\_\_\_ )

~~was hereunto affixed in the presence of:~~ \_\_\_\_\_ )

\_\_\_\_\_ Authorised signatory

~~THE COMMON SEAL of TRANSPORT FOR~~ \_\_\_\_\_ )

~~LONDON~~ was hereunto affixed in the \_\_\_\_\_ )

~~presence of:~~ \_\_\_\_\_ )

\_\_\_\_\_ Authorised signatory

~~[EXECUTED as a DEED by~~ \_\_\_\_\_ )

~~[~~ \_\_\_\_\_ ~~] in the presence of:~~ \_\_\_\_\_ )



## SCHEDULE 15

### VIABILITY

#### DEFINITIONS

- "Affordability Criteria"** means:
1. the gross annual income ranges of households for Intermediate Units; and
  2. only if agreed in writing with the LPA (in respect of each PDZ or SPDZ such agreement to be reached before the LPA confirms that it does not approve any of the Initial Viability Scenarios for the relevant PDZ or SPDZ) the rent levels for Affordable Rented Units;
- "Affordable Housing Units"** means as defined in Schedule 3;
- "Affordable Rented Units"** means as defined in Schedule 3;
- "Affordable Workspace"** means Use Class B1 floorspace initially made available at affordable rents for such floorspace;
- "Annual LLDC Report"** means a report certified by the Costs Consultant which shall set out:
1. any LLDC Actual Zonal Cost Credit incurred in the previous 12 (twelve) month period;
  2. any LLDC Actual Zonal Cost Deficit incurred in the previous 12 (twelve) month period;
  3. any LLDC Actual Site Wide Cost Credit incurred in the previous 12 (twelve) month period;
  4. any LLDC Actual Site Wide Cost Deficit incurred in the previous 12 (twelve) month period;
  5. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit identified as at the date the report is prepared;
  6. the progress towards achieving the LCS Benchmark taking into account:
    - 6.1 each PDZ Viability Assessment, SPDZ Viability Assessment, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined in accordance with Clause 13 prior to the date of the report; and

6.2 any Cumulative LLDC Actual Site Wide Cost Credit or any Cumulative LLDC Actual Site Wide Cost Deficit as identified in 5;

7. whether it is anticipated that as at Completion of 75% or 95% of the last PDZ to be developed the LCS Benchmark will be achieved and, if so, by how much;

**"Cost Consultant"** means the cost consultant to be appointed jointly by LLDC and the LPA in accordance with paragraph 1.1 of this Schedule;

**"Cumulative LLDC Actual Site Wide Cost Credit"** a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Credit;

**"Cumulative LLDC Actual Site Wide Cost Deficit"** a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Deficit;

**"Cumulative LLDC Actual Zonal Cost Credit"** an overall LLDC Actual Zonal Cost Credit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Value in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;

**"Cumulative LLDC Actual Zonal Cost Deficit"** an overall LLDC Actual Cost Deficit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Cost in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;

**"Developer Partner"** means third parties with whom LLDC contracts to develop the Development in each PDZ, SPDZ or part thereof;

**"Development Parcel Phasing Plan"** means a development parcel phasing plan required pursuant to the Planning Permission;

**"Disposal"** means disposal by way of freehold transfer, grant of leasehold interest and/or grant of easements, covenants and other rights;

**"Excess Contribution"** means a sum equal to 15% of the amount by which the LCS Benchmark is exceeded as identified in any LCS Benchmark Final Report submitted and approved pursuant to paragraphs 5.1 to 5.3 of this Schedule;

**"Family Housing"** means as defined in Schedule 4;

<b>"Final PDZ Consented Development"</b>	means the whole of the development authorised to be carried out in the PDZ which is the subject of the last ZMP or SZMP to be submitted for approval, as detailed in Reserved Matters approvals for that ZMP or SZMP;
<b>"First PDZ"</b>	means either:  (a) PDZ4, where a ZMP for PDZ4 is submitted to the LPA pursuant to Condition LCSO.1 before a ZMP for PDZ5 or a SZMP for either SPDZ5A or SPDZ5B is submitted to the LPA pursuant to Condition LCSO.1; or  (b) PDZ5, where a ZMP for PDZ5 or a SZMP for either SPDZ5A or SPDZ5B is submitted to the LPA pursuant to Condition LCSO.1 before a ZMP for PDZ4 is submitted to the LPA pursuant to Condition LCSO.1;
<b>"First SPDZ"</b>	means, for this Schedule only, the first SPDZ to be delivered in each of PDZs 1, 5 and 8 and which shall be identified as the "First SPDZ" in the ZMP for their respective PDZ and be subject to Part A of Annexure 2 to the Planning Permission;
<b>"Further Viability Scenarios"</b>	means not less than 3 (three) viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development and prepared with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer in accordance with the alternative:  <ol style="list-style-type: none"><li>1. Hierarchy;</li><li>2. Relevant Affordable Housing Parameters;</li><li>3. Relevant Family Housing Parameters;</li><li>4. in respect of SPDZ 5A and SPDZ 8A where paragraph 3 of this Schedule applies, Relevant Affordable Workspace Parameters;</li><li>5. in respect of PDZ5 where paragraph 2 of this Schedule applies, Relevant Affordable Workspace Parameters;</li></ol> as approved or determined in accordance with paragraphs 2.3.5 or 3.3.5;
<b>"Grant Funding"</b>	means as defined in Schedule 3;
<b>"Grant Funding Excess Value"</b>	means any positive sum produced when subtracting X from Y where:  <ol style="list-style-type: none"><li>1. "X" means the Value of Affordable Housing Provision assuming no Grant Funding is available;</li><li>2. "Y" means the Value of Affordable Housing Provision taking account of the Grant Funding secured; and</li></ol>

3. "Affordable Housing Provision" means either:
  - 3.1 the Relevant Target Affordable Housing where paragraph 2.2 or 3.2 applies to the PDZ or SPDZ; or
  - 3.2 in all other circumstances the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units set out in the Preferred Initial Viability Scenario or Further Viability Scenario agreed or determined pursuant to paragraph 2.3 or 3.3 in respect of that PDZ or SPDZ;
4. "Value" means the total anticipated receipts from the Disposal of Affordable Housing Units based on Relevant Comparable Evidence;

**"Hierarchy"** means the hierarchy between the Variants which shall be used to determine the order in which such Variants will be adjusted in the relevant PDZ or SPDZ for the purposes of producing the viability scenarios for that PDZ or SPDZ taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum, the Relevant Family Housing Provision, the Relevant Target Affordable Workspace (if applicable) for that PDZ or SPDZ;

**"Initial Viability Scenarios"** means such number (being not less than 5 (five)) of viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development as shall be reasonably required to test a range of options for adjusting the Variants and to illustrate the impacts that such adjustments would have both on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) and on the output of Affordable Housing, Family Housing, Affordable Workspace (where appropriate) with the aim of assisting and informing the consultation to be undertaken pursuant to paragraphs 2.3.2 or 3.3.2 (as appropriate);

**"Intermediate Units"** means as defined in Schedule 3;

**"LCS Benchmark"** means the combined total of the Relevant PDZ Benchmarks LESS the costs set out in the Original LLDC Budget as shown in paragraph 1 of the Confidential Appendix and table 1 contained in the Confidential Appendix;

**"LCS Benchmark Final Report"** means the report(s) certified by the Cost Consultant pursuant to paragraph 1.1 and required pursuant to paragraphs 5.1 and 5.3 of this Schedule which shall set out:

1. any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit incurred in the period between the last submitted Annual LLDC Report and the date of the report;

2. any Cumulative LLDC Actual Zonal Cost Credit or Cumulative LLDC Actual Zonal Cost Deficit taking into account any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit identified in 1. above;
3. any LLDC Remaining Site Wide Costs;
4. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit taking into account any LLDC Remaining Site Wide Costs;
5. total actual cost of all of the LLDC Works & Commitments calculated using the LLDC Site Wide Works & Commitments Costs and the LLDC Zonal Works & Commitments Costs set out in the Original LLDC Budget PLUS the costs set out in 1 to 4 above;
6. whether the LCS Benchmark is exceeded (and if so, by how much) based on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) of each PDZ Viability Assessments, SPDZ Viability Assessments, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined pursuant to Clause 13, LESS the total actual cost of all of the LLDC Works & Commitments as set out in 5.;

**"LLDC Actual Site Wide Costs"**

means the actual costs of the LLDC Site Wide Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Site Wide Works & Commitments Costs as certified by the Cost Consultant;

**"LLDC Actual Site Wide Cost Credit"**

means where the LLDC Actual Site Wide Costs are less than the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Site Wide Works & Commitments Costs LESS the LLDC Actual Site Wide Costs;

**"LLDC Actual Site Wide Cost Deficit"**

means where the LLDC Actual Site Wide Costs exceed the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Actual Site Wide Costs LESS the LLDC Site Wide Works & Commitments Costs;

**"LLDC Actual Zonal Costs"**

means the actual costs of the LLDC Zonal Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Zonal Works & Commitments Costs as certified by the Cost Consultant;

<b>"LLDC Actual Zonal Cost Credit"</b>	means where the LLDC Actual Zonal Costs for a PDZ or SPDZ are less than the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such Updated LLDC Zonal Costs LESS such LLDC Actual Zonal Costs;
<b>"LLDC Actual Zonal Cost Deficit"</b>	means where the LLDC Actual Zonal Costs for a PDZ or SPDZ exceed the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such LLDC Actual Zonal Costs LESS such Updated LLDC Zonal Costs;
<b>"LLDC Anticipated Zonal Cost Credit"</b>	means where the Updated LLDC Zonal Costs for a PDZ or SPDZ are less than the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Original LLDC Budget LESS the Updated LLDC Zonal Costs;
<b>"LLDC Anticipated Zonal Cost Deficit"</b>	means where the Updated LLDC Zonal Costs for a PDZ or SPDZ exceed the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Updated LLDC Zonal Costs LESS the Original LLDC Budget;
<b>"LLDC Remaining Site Wide Costs"</b>	means the anticipated LLDC Site Wide Works & Commitments Costs to be incurred and committed after the date of the LCS Benchmark Final Report to the extent such LLDC Site Wide Works & Commitments Costs were not set out in the Original LLDC Budget;
<b>"LLDC Works &amp; Commitments"</b>	means those works and commitments which LLDC intends to undertake as master developer rather than passing on the requirement to carry out such works or commitments to Developer Partners including but not limited to site clearance, remediation, preparation, development works, discharging and complying with Conditions, complying with the terms of this Agreement, agents and legal fees, professional fees, risk items, contingencies and the reasonable costs of LLDC acting as development manager;
<b>"LLDC Zonal Report"</b>	means a report certified by the Cost Consultant which sets out for the relevant PDZ or SPDZ: <ol style="list-style-type: none"><li>1. the Original LLDC Budget;</li><li>2. the Updated LLDC Zonal Costs;</li><li>3. the amount of any LLDC Anticipated Zonal Cost Credit or LLDC Anticipated Zonal Cost Deficit;</li><li>4. the amount of any Transferred LLDC Works &amp; Commitments Costs;</li></ol> <p>together with any Cumulative LLDC Actual Zonal Cost Deficit or Cumulative LLDC Actual Zonal Cost Credit;</p>
<b>"LLDC Site Wide Works &amp; Commitments Costs"</b>	means the costs of those LLDC Works & Commitments not allocated to a PDZ or SPDZ as identified in the Original LLDC Budget;

<b>"LLDC SPDZ Works &amp; Commitments Costs"</b>	means the costs of the LLDC Works & Commitments allocated for each of SPDZs 1A, 1B, 5A, 5B, 8A and 8B determined in accordance with paragraph 1.2 and certified by the Cost Consultant;
<b>"LLDC Zonal Works &amp; Commitments Costs"</b>	means the costs of those LLDC Works & Commitments allocated to PDZs and SPDZs as identified in the Original LLDC Budget;
<b>"Market Residential Units"</b>	means market residential units that are made available for sale or rent at market value;
<b>"Non Family Housing Units"</b>	means studio, one bedroom units and two bedroom units;
<b>"Non-Residential Units"</b>	means units of occupation provided as part of the Development comprising retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), leisure (Use Class D2) or community facilities (Use Class D1);
<b>"Option A"</b>	means where LLDC has notified (pursuant to paragraph 1A.2 of this schedule) the LPA that it intends to develop PDZ5 as a whole submit a single ZMP and therefore carry out a viability assessment of the whole of PDZ5 pursuant to paragraph 2 of this Schedule 15;
<b>"Option B"</b>	means where LLDC has notified (pursuant to paragraph 1A.2 of this schedule) the LPA that it intends to develop PDZ5 as two separate SPDZs (SPDZ5A and SPDZ5B), to submit a <b>ZMPSZMP</b> and a second SZMP and carry out a viability assessment in accordance with paragraph 3 of this Schedule 15;
<b>"Original LLDC Budget"</b>	means the budget for the total LLDC Works & Commitments for each year of the Development as set out in the Confidential Appendix;
<b>"Outline Site Wide Phasing Plan"</b>	means the outline site wide phasing plan approved as part of the Planning Permission;
<b>"PDZ Gross Development Costs"</b>	in respect of each PDZ: <ol style="list-style-type: none"><li>1. the total costs of the Proposed PDZ Development including any Transferred LLDC Works &amp; Commitments Costs anticipated to be incurred by the Developer Partner in that PDZ which may include those cost items set out in Appendix 12 and which in the case of:<ol style="list-style-type: none"><li>1.1 paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed PDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and</li></ol></li></ol>

1.2 paragraphs 3 – 26 of Appendix 12 will be based on Relevant Comparable Evidence;

2. any LLDC Anticipated Zonal Cost Deficit for that PDZ identified in the relevant LLDC Zonal Report;

together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;

**"PDZ Gross Development Values"**

means in respect of each PDZ:

1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed PDZ Development which shall be based on Relevant Comparable Evidence;

2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;

3. any LLDC Anticipated Zonal Cost Credit for that PDZ identified in the relevant LLDC Zonal Report;

4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that PDZ;

together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;

**"PDZ Residual Land Value"**

means the residual land value derived as a result of a residual method of valuation taking into account the PDZ Gross Development Costs and the PDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of PDZ Gross Development Values and incurrence of PDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the PDZ;

**"PDZ Viability Assessment"**

means a viability assessment based on the Proposed PDZ Development from which the PDZ Residual Land Value will be derived;

**"PDZ2 Family Housing Provision"**

~~means 27% of the Residential Units in PDZ2 to be provided as Family Housing;~~[\[not used\]](#)

**"PDZ4 Family Housing Provision"**

means 57% of the Residential Units in PDZ4 to be provided as Family Housing;

**"PDZ5 Family Housing Provision"**

means 66% of the Residential Units in PDZ5 to be provided as Family Housing;



**"PDZ12 Family Housing Provision"**

means 46% of the Residential Units in PDZ12 to be provided as Family Housing;

**"PDZ2 Target Affordable Housing"**

~~means 36% of the Residential Units in PDZ2 will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;~~[not used]

**"PDZ4 Target Affordable Housing"**

means 30% of the Residential Units in PDZ4 where it is the First PDZ, and 31% of the Residential Units in PDZ4 where it is the second PDZ, will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-1.1 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"PDZ5 Target Affordable Housing"**

means 30% of the Residential Units in PDZ5 where it is the First PDZ, and 31% of the Residential Units in PDZ5 where it is the second PDZ, will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-1.1 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"PDZ12 Target Affordable Housing"**

means 53% of the Residential Units in PDZ12 will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-1.1 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"Preferred Initial Viability Scenarios"**

such of the Initial Viability Scenarios which LLDC notifies the LPA are submitted for approval and which shall have been prepared in accordance with the:

1. Hierarchy;

2. Relevant Affordable Housing Parameters;
3. Relevant Family Housing Parameters;
4. in respect of SPDZs5A (if paragraph 3 applies) and 8A, Relevant Affordable Workspace Parameters;
5. in respect of PDZ5, Relevant Affordable Workspace Parameters (if paragraph 2 applies)

with 1 to 5 being determined by LLDC having regard to LLDC's place making priorities for the Development and to the adopted planning policies for the MDC Area on the delivery of Affordable Housing and, where relevant, the delivery of Affordable Workspace with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPD Benchmark (as appropriate) and securing the optimum affordable housing offer;

**"Proposed PDZ Development"**

means the proposed Development for the PDZ which shall be in accordance with:

1. the Relevant Target Affordable Housing;
2. the Relevant Family Housing Provision; and
3. the Relevant Target Affordable Workspace (if paragraph 2 applies for PDZ5)

**"Proposed SPDZ Development"**

means the proposed Development for the SPDZ which shall be in accordance with:

1. the Relevant Target Affordable Housing;
2. the Relevant Family Housing Provision;
3. in respect of SPDZs 5A (if paragraph 3 applies) and 8A, the Relevant Target Affordable Workspace; and

**"Relevant Affordable Housing Parameters"**

means, in respect of each PDZ or SPDZ, maximum and minimum parameters for the Tenure Split, Affordability Criteria and Unit Size Mix of the Affordable Housing Units taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum and the Relevant Family Housing Provision;

**"Relevant Affordable Workspace Parameters"**

means the maximum quantum of Affordable Workspace (up to 930 square metres) to be provided in the Development, the maximum and minimum discount applied to the market rent of such floorspace and the maximum and minimum duration such discounted rent shall apply;

**"Relevant Comparable Evidence"**

shall be construed in accordance with such RICS guidance on the use of comparable evidence as shall be published from time to time and shall be subject to evaluation by suitably qualified professional advisors to LLDC and the LPA;

<b>"Relevant Family Housing Parameters"</b>	means, in respect of each PDZ or SPDZ, maximum and minimum parameters for the quantum of Family Housing;
<b>"Relevant Family Housing Provision"</b>	means the SPDZ 1A <del>Family Housing Provision, SPDZ 1B Family Housing Provision, PDZ2</del> Family Housing Provision, PDZ4 Family Housing Provision, PDZ5 Family Housing Provision (where paragraph 2 of this Schedule applies for PDZ5), SPDZ 5A Family Housing Provision, SPDZ 5B Family Housing Provision (where paragraph 3 of this Schedule applies for PDZ5), SPDZ 8A Family Housing Provision, SPDZ 8B Family Housing Provision, PDZ12 Family Housing Provision depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
<b>"Relevant Minimum Affordable Housing Quantum"</b>	means not less than the minimum percentage of the Residential Units in the relevant PDZ to be provided as Affordable Housing Units calculated in accordance with paragraph 1.4 of Schedule 3;
<b>"Relevant PDZ Benchmark"</b>	means the relevant benchmark residual land value figure for the PDZ as detailed in the Confidential Appendix to which the relevant PDZ Residual Land Value relates;
<b>"Relevant SPDZ Benchmark"</b>	means the relevant benchmark residual land value figure for the SPDZ as detailed in the Confidential Appendix to which the relevant SPDZ Residual Land Value relates;
<b>"Relevant Target Affordable Housing"</b>	means the SPDZ 1A <del>Target Affordable Housing, SPDZ 1B Target Affordable Housing, PDZ2</del> Target Affordable Housing, PDZ4 Target Affordable Housing, PDZ5 Target Affordable Housing, SPDZ 5A Target Affordable Housing, SPDZ 5B Target Affordable Housing, SPDZ 8A Target Affordable Housing, SPDZ 8B Target Affordable Housing, PDZ12 Target Affordable Housing depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
<b>"Relevant Target Affordable Rent Levels"</b>	means the rent levels for the Affordable Rented Units agreed or determined pursuant to paragraph 2.1.1 or 3.1.1 of this Schedule (as appropriate) having regard to the matters identified in paragraph 6.3 of Schedule 3;
<b>"Relevant Target Affordable Workspace"</b>	means in respect of SPDZ 8A and, where paragraph 3 of this Schedule applies, SPDZ 5A, or where paragraph 2 of this Schedule applies, PDZ5 the proposed quantum of Affordable Workspace, the extent of the discount applied to the market rent of such floorspace, and the duration such discounted rent shall apply having regard to the provision of Affordable Workspace provided in the Development and in the MDC Area;
<b>"Scheme Needs"</b>	means the population needs of the Development in terms of provision of Affordable Housing (up to 35% of the Residential Units provided across the Development), acute care, social care, emergency services, Sustainability and any other social infrastructure necessary to meet the needs of the Development (in all cases On Site or Off Site) calculated using the data from the most recent population review carried out pursuant to Condition LCS0.252;

"Second PDZ"	means either PDZ4 or PDZ5 whichever is not the First PDZ;
"Second SPDZ"	means, for this Schedule only, the second of the SPDZs to be delivered in each of PDZs 1, 5 and 8 and which shall be identified as the "Second SPDZ" in the ZMP for their respective PDZ and be subject to Part B of Annexure 2 to the Planning Permission and their own SZMP
"Second SZMP"	means a SZMP for each of the Second SPDZs;
"Social Rented Units"	means as defined in Schedule 3;
"SPDZ1A Family Housing Provision"	means 16% of the Residential Units in SPDZ1A to be provided as Family Housing;
" <del>SPDZ1A</del> SPDZ1B Family Housing Provision"	<del>means 23% of the Residential Units in SPDZ1A to be provided as Family Housing;</del> <u>[not used]</u>
"SPDZ5A Family Housing Provision"	means 53% of the Residential Units in SPDZ5A to be provided as Family Housing;
"SPDZ5B Family Housing Provision"	means 82% of the Residential Units in SPDZ5B to be provided as Family Housing;
"SPDZ8A Family Housing Provision"	means 38% of the Residential Units in SPDZ8A to be provided as Family Housing;
"SPDZ8B Family Housing Provision"	means 39% of the Residential Units in SPDZ8B to be provided as Family Housing;
"SPDZ Gross Development Costs"	<p>in respect of each SPDZ:</p> <ol style="list-style-type: none"><li>1. the total costs of the Proposed SPDZ Development including any Transferred LLDC Works &amp; Commitments Costs anticipated to be incurred by the Developer Partner in that SPDZ which may include those cost items set out in Appendix 12 and which in the case of:<ol style="list-style-type: none"><li>1.1 paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed SPDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and</li><li>1.2 paragraphs 3 – 26 of Appendix 12 will be based on Relevant Comparable Evidence;</li></ol></li><li>2. any LLDC Anticipated Zonal Cost Deficit for that SPDZ identified in the relevant LLDC Zonal Report;</li></ol> <p>together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;</p>

**"SPDZ Gross Development Values"**

means in respect of each SPDZ:

1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed SPDZ Development which shall be based on Relevant Comparable Evidence;
2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;
3. any LLDC Anticipated Zonal Cost Credit for that SPDZ identified in the relevant LLDC Zonal Report;
4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that SPDZ;

together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;

**"SPDZ Residual Land Value"**

means the residual land value derived as a result of a residual method of valuation taking into account the SPDZ Gross Development Costs and the SPDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of SPDZ Gross Development Values and incurrence of SPDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the SPDZ;

**"SPDZ1A Target Affordable Housing"**

means 19% of the Residential Units in SPDZ1A will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"SPDZ1B Target Affordable Housing"**

~~means 23% of the Residential Units in SPDZ1B will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant~~

~~table at paragraph 3 of Schedule 3;~~ [\[not used\]](#)

**"SPDZ5A Target Affordable Housing"**

means 44% of the Residential Units in SPDZ5A where PDZ5 is the First PDZ and 47% of the Residential Units in SPDZ5A where PDZ5 is the Second PDZ will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"SPDZ5B Target Affordable Housing"**

means 12% of the Residential Units in SPDZ5B (whether PDZ5 is the First PDZ or the Second PDZ) will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"SPDZ8A Target Affordable Housing"**

means 35% of the Residential Units in SPDZ8A will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"SPDZ8B Target Affordable Housing"**

means 46% of the Residential Units in SPDZ8B will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;

**"SPDZ Viability Assessment"**

means a viability assessment based on the Proposed SPDZ Development from which the SPDZ Residual Land Value will be derived;

**"Sustainability"**

means:

1. Offset Solutions (as defined in Schedule 11) where the financial cap set out in paragraph 2.6 of Schedule 11 has been reached; and
2. Sustainability Enhancements (as defined in Schedule 11) where the Sustainability Enhancement Cap (as defined in Schedule 11) has been reached

**"Tenure Split"** means the split between Social Rented Units, Affordable Rented Units and Intermediate Units;

**"Transferred LLDC Works & Commitments Costs"** means where any LLDC Works & Commitments set out in the Original LLDC Budget will actually be carried out by the Developer Partner instead, a sum equal to the amount allocated in the Original LLDC Budget for such LLDC Works & Commitments LESS any associated LLDC fees, contingencies and development management fees;

**"Unit Size Mix"** means the split between Family Housing and Non Family Housing for each of the Social Rented Units, the Affordable Rented Units and the Intermediate Units;

**"Updated LLDC Zonal Costs"** means in respect of each PDZ and SPDZ the total costs with an annual breakdown for the PDZ or SPDZ as set out in the Original LLDC Budget updated to reflect any anticipated increases or decreases in such costs as at the date of the LLDC Zonal Report;

**"Variants"** means:

1. the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units;
2. the quantum of Family Housing;
3. in respect of SPDZs 5A (if paragraph 3 applies) and 8A, the quantum of Affordable Workspace, the extent of the discount applied to the market rent for such floorspace and the duration such discounted rent will be applied for; and
4. in respect of PDZ5 (if paragraph 2 applies) the quantum of Affordable Workspace, the extent of the discount applied to the market rent for such floorspace and the duration of such discounted rent will be applied for

## **OPERATIVE PROVISIONS**

### **1. LLDC WORKS**

1.1 LLDC and the LPA shall appoint and retain when necessary for the purposes of this Schedule a suitably qualified cost consultant to undertake the following functions:

1.1.1 to certify:

- (a) the LLDC Actual Zonal Costs;

- (b) the LLDC Actual Site Wide Costs;
- (c) the Updated LLDC Zonal Costs;
- (d) the LLDC SPDZ Works & Commitments Costs;
- (e) each Annual LLDC Report;
- (f) each LLDC Zonal Report;
- (g) the LCS Benchmark Final Report(s);

1.1.2 to provide estimates of PDZ Gross Development Costs and SPDZ Gross Development Costs in relation to paragraphs 1 and 2 of Appendix 12 for inclusion in each PDZ Viability Assessment, SPDZ Viability Assessment, Initial Viability Scenario and Further Viability Scenario

and the costs of such appointment shall be apportioned as follows:

- (a) 100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;
- (b) the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body

1.2 By the earlier of 31 December 2014 or the date on which LLDC complies with paragraph 3.1.1 in respect of the first ZMP to come forward in respect of any of PDZ 1, 5 and 8, LLDC shall submit to the LPA the LLDC SPDZ Works & Commitments Costs having calculated such LLDC SPDZ Works & Commitments Costs by taking the LLDC Zonal Works & Commitments Costs allocated for PDZs 1, 5 and 8 and further allocating or dividing them between each of the SPDZs 1A, ~~1B~~, 5A, 5B, 8A and 8B such that appropriate LLDC Zonal Works & Commitments Costs are allocated to each SDPZ.

1.3 By 31 January in each year following Commencement of Development until Completion of the Development, LLDC shall submit to the LPA an Annual LLDC Report every 12 (twelve) months in respect of the 12 (twelve) month period ending on the previous 31 December.

1.4 Where any LLDC Actual Site Wide Cost Credit, LLDC Actual Site Wide Cost Deficit or Updated LLDC Zonal Costs have arisen due to the date on which the costs are incurred for any or all of the relevant LLDC Works & Commitments for that PDZ or SPDZ being delayed or brought forward early and such delayed or early date is not in accordance with the Outline Phasing Plan and/or Development Parcel Phasing Plan, LLDC shall at the same time as Complying with paragraph 2.1.1 or paragraph 3.1.1 submit to the LPA an application to vary the Outline Phasing Plan pursuant to Condition LCS0.49 and/or vary the Development Parcel Phasing Plan pursuant to Condition LCS0.53.

**1A. PDZ4 AND PDZ5**

1A.1 A viability review mechanism pursuant to this Schedule 15 shall not be carried out in respect of the First PDZ and instead the Affordable Housing Units in the First PDZ shall be constructed in accordance with the quantum, unit size mix, tenure split, rent levels of the Affordable Rented Units as set out in paragraphs 1-3 (as applicable) and 6 of Schedule 3.



1A.2 Where PDZ5 is the Second PDZ, not more than 13 (thirteen) months but not less than 4 (four) months prior to the anticipated submission of the ZMP for PDZ5, LLDC shall notify the LPA whether it elects to Option A or Option B.

2. **PDZ VIABILITY REVIEWS FOR PDZS 2, 4 (WHERE PDZ4 IS THE SECOND PDZ) AND 12 AND PDZ5 WHERE OPTION A IS ELECTED PURSUANT TO PARAGRAPH 1A AND PDZ5 IS THE SECOND PDZ**

2.1 Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of the ZMP for each of PDZs 2, 4 (where PDZ4 is the Second PDZ), 12 and/or 5 (where Option A is elected pursuant to paragraph 1A and where PDZ5 is the Second PDZ):

2.1.1 LLDC shall submit to the LPA for agreement:

- (a) the LLDC Zonal Report
- (b) the PDZ Gross Development Costs
- (c) the PDZ Gross Development Values
- (d) the Relevant Target Affordable Rent Levels
- (e) for PDZ5 only, the Relevant Target Affordable Workspace

for the relevant PDZ Viability Assessment to the LPA for agreement **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;

2.1.2 LLDC shall carry out the PDZ Viability Assessment for that PDZ using the PDZ Gross Development Costs, the PDZ Gross Development Values and the Relevant Target Affordable Rent Levels and for PDZ5 only, the Relevant Target Affordable Workspace agreed or determined pursuant to paragraph 2.1.1 and submit such PDZ Viability Assessment to the LPA;

2.1.3 LLDC shall as part of the PDZ Viability Assessment for that PDZ confirm whether the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark;

2.2 In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark, the ZMP for that PDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision for that PDZ and in respect of PDZ5 the Relevant Target Affordable Workspace.

2.3 In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is not likely to achieve the Relevant PDZ Benchmark the following provisions shall apply:

2.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;

2.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;

2.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 2.3.2 and whether or not they approve one of the Preferred Initial Viability Scenarios;

- 2.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units, the quantum of Family Housing for that PDZ and in respect of PDZ5 the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;
- 2.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:
- (a) at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters;
  - (b) within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that PDZ pursuant to paragraph 2.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters;
  - (c) where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters and in respect of PDZ5 the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;
  - (d) where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ and in respect of PDZ5 the Relevant Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;
  - (e) within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 2.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the PDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant PDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant PDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;
  - (f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e), the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units, the

quantum of Family Housing for that PDZ and in respect of PDZ5 only the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;

- (g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 2.3 shall be used for the preparation of the ZMP for that PDZ shall be determined by the Expert in accordance with Clause 13.

### 3. **SPDZ VIABILITY REVIEWS FOR PDZ1, PDZ5 (WHERE OPTION B IS ELECTED AND PDZ5 IS THE SECOND PDZ) AND PDZ8**

3.1 Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of each ZMP for each of PDZs ~~1A~~, 5 (where pursuant to paragraph 1A LLDC elects to develop PDZ5 in accordance with Option B and where PDZ5 is the Second PDZ), and 8 and each Second SZMP:

3.1.1 LLDC shall submit to the LPA for agreement:

- (a) the LLDC Zonal Report;
- (b) the SPDZ Gross Development Costs;
- (c) the SPDZ Gross Development Values;
- (d) the Relevant Target Affordable Rent Levels; and
- (e) for SPDZs 5A and 8A only, the Relevant Target Affordable Workspace;

for the relevant SPDZ Viability Assessment **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;

3.1.2 LLDC shall carry out the SPDZ Viability Assessment for that SPDZ using the SPDZ Gross Development Costs, the SPDZ Gross Development Values, the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 3.1.1, for SPDZs 5A, and 8A only, the Relevant Target Affordable Workspace and submit such SPDZ Viability Assessment to the LPA;

3.1.3 LLDC shall as part of the SPDZ Viability Assessment for that SPDZ confirm whether the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark;

3.2 In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark, the SZMP for that SPDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision, agreed or determined pursuant to paragraph 3.1, for SPDZs 5A and 8A only, the Relevant Target Affordable Workspace.

- 3.3 In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is not likely to achieve the Relevant SPDZ Benchmark the following provisions shall apply:
- 3.3.1 LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;
  - 3.3.2 On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;
  - 3.3.3 Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 3.3.2 and whether or not they approve any of the Preferred Initial Viability Scenarios;
  - 3.3.4 Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that SPDZ, for SPDZs 5A and 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;
  - 3.3.5 Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:
    - (a) at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that SPDZ, for SPDZs 5A and 8A only and the Relevant Affordable Workspace Parameters;
    - (b) within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that SPDZ, for SPDZs 5A and 8A only and the Relevant Affordable Workspace Parameters pursuant to paragraph 3.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and/or for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters;
    - (c) where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ and, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for SPDZs 5A and 8A only and the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;
    - (d) where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that SPDZ, for SPDZs 5A and 8A only, the Relevant Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;

- (e) within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 3.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the Relevant SPDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant SPDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant SPDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;
- (f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e), the SZMP for that SPDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for that SPDZ, for SPDZs 5A and 8A only, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;
- (g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 3.3 shall be used for the preparation of the SZMP for that SPDZ shall be determined by the Expert in accordance with Clause 13;

#### 4. SUBMISSION OF ZMPS AND EXPIRY OF ZMPS

- 4.1 Save in respect of the First PDZ, no ZMP or SZMP shall be submitted to the LPA for approval pursuant to Condition LCS0.1 unless and until paragraph 2 or 3 of this Schedule (as appropriate) has been complied with and for the avoidance of doubt no viability review mechanism pursuant to paragraph 2 or 3 shall be carried out in respect of the First PDZ and the following provisions of this paragraph 4 shall not apply to the First PDZ.
- 4.2 Where a contract(s) has not been let by the relevant Developer Partner for the construction of all of the Residential Units that form the Development in the first phase of any PDZ or SPDZ (as such first phase may be identified in the Development Parcel Phasing Plan approved pursuant to Condition LCS0.50) within 5 (five) years of the date on which the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for SPDZs 5A, 8A and for PDZ5 (if applicable), the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace were determined for that PDZ or SPDZ in accordance with paragraph 2 or 3 of this Schedule (as applicable), the ZMP or SZMP (as appropriate) shall be deemed to have expired and LLDC shall be required to resubmit the ZMP or SZMP for that PDZ or SPDZ and comply with the provisions of paragraph 2 or 3 of this Schedule (as applicable).

#### 5. EXCESS CONTRIBUTION

- 5.1 There shall be no Completion of more than 75% of the Final PDZ Consented Development until:

- 5.1.1 LLDC has submitted to the LPA the LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and
- 5.1.2 in the event the LCS Benchmark Final Report submitted pursuant to 5.1.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution
- 5.2 If the LCS Benchmark Final Report submitted pursuant to paragraph 5.1.1 indicates that the LCS Benchmark has not been achieved, there shall be no Completion of more than 95% of the Final PDZ Consented Development until:
  - 5.2.1 LLDC has submitted to the LPA a further LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and
  - 5.2.2 in the event the LCS Benchmark Final Report submitted pursuant to paragraph 5.2.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution
- 5.3 Each LCS Benchmark Final Report submitted pursuant to paragraphs 5.1 and 5.2 of this Schedule shall be deemed to be approved by the LPA unless the LPA notifies LLDC in writing within 10 Working Days that in its view there is an error in the calculations referred to in limb 4. of the definition of LCS Benchmark Final Report. Where such notice is given by the LPA, LLDC shall review and correct any error in the calculations and resubmit the LCS Benchmark Final Report to the LPA within a further 10 Working Days and this paragraph 5.3 shall apply to the resubmitted LCS Benchmark Final Report.
- 5.4 The LPA shall
  - 5.4.1 apply any Excess Contribution received pursuant to this paragraph 5 towards meeting Scheme Needs;
  - 5.4.2 consult with LLDC on which Scheme Needs to apply the Excess Contribution towards and take account of any reasonable comments received from LLDC in writing; and
  - 5.4.3 report to LLDC on how any and all parts of the Excess Contribution have been applied or committed and how this will meet some or all of the Scheme Needs; and
  - 5.4.4 in the event some or all of such sums remain unspent or uncommitted 3 years after such sum is paid to the LPA pursuant to paragraph 5.1.2 or 5.2.2, the LPA shall return such unspent or uncommitted sums to LLDC.

**6. GRANT FUNDING**

- 6.1 LLDC shall notify the LPA in writing within 10 (ten) Working Days of any application for Grant Funding being approved, such notice to include details of:
  - 6.1.1 the amount of Grant Funding secured; and
  - 6.1.2 the PDZ or SPDZ to which such Grant Funding relates.
- 6.2 Within 20 (twenty) Working Days of submitting the notice pursuant to paragraph 6.1, LLDC shall submit to the LPA for approval a report outlining whether or not there will be any Grant Funding Excess Value and, if so, how much.
- 6.3 Where the LPA confirms in writing that it does not approve the report submitted pursuant to paragraph 6.2 or where the LPA fails to confirm that it approves

the report within 20 (twenty) Working Days of receipt, the matter shall be determined by the Expert in accordance with Clause 13.

6.4 Where any Grant Funding Excess Value is agreed or determined:

6.4.1 such Grant Funding Excess Value shall be carried forward as a PDZ Gross Development Value or SPDZ Gross Development Value (as appropriate) in the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark PROVIDED THAT only so much of the Grant Funding Excess Value shall be carried forward as is required to meet the Relevant PDZ Benchmark or Relevant SPDZ Benchmark and any excess shall be carried forward into the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark; and

6.4.2 where any Grant Funding Excess Value is identified or is remaining following the approval of the last ZMP or SZMP:

(a) such amount(s) shall be ring fenced for investment in affordable housing in the MDC Area); and

(b) LLDC shall report in writing to the LPA on how such amount(s) have been reinvested, such report to be provided not less than once every 12 months commencing with the date of approval of the last ZMP or SZMP until such amount(s) is spent or committed.

## 7. REMIT OF EXPERT

7.1 Where any matter is to be determined by the Expert pursuant to this Schedule, the Expert shall take into account the joint aims of:

7.1.1 achieving a PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) that matches the Relevant PDZ Benchmark; and

7.1.2 securing the optimum affordable housing offer.

## 8. CONFIDENTIALITY

8.1 LLDC and the LPA acknowledge that the Confidential Appendix and any data, reports, updates, assessments, papers and any other information prepared and/or submitted to either party in respect of the obligations in paragraphs 1 to 7 above are confidential and are commercially sensitive to LLDC and accordingly neither LLDC or the LPA shall release any such data, reports, updates, assessments, papers and any other information to a third party save that LLDC may disclose any such data, reports, updates, assessments, papers and any other information to Developer Partners unless and to the extent that:

8.1.1 it is required to do so as a matter of law; and

8.1.2 it has obtained the written consent to such release from the other.

**SCHEDULE 16**  
**LLDC COVENANTS**

<b>Provision</b>	<b>Description</b>
Clause 2.6	To enter into such deed as contemplated by Clause 2.5
Clause 4.2	To enter into the Supplemental Section 106 Agreement
Clause 5.1.3	To enter into the Supplemental Section 106 Agreement
Clause 5.3	To observe and continue the aims and objectives of LLDC in promoting the Development
<b>Schedule 2 – Transport</b>	
Paragraph 1.1	Payment of the Bus Infrastructure Contribution to TfL
Paragraph 1.11	Provision of information to TfL
Paragraph 2.1	Payment of the Bus Service Enhancement Contribution to the LPA
Paragraph 2.3	To use Reasonable Endeavours to agree the Bus Infrastructure Programme
Paragraph 2.4	Agree the Bus Infrastructure Programme
Paragraph 2.7	Agree any such other locations or in any such other number of locations the Bus Infrastructure
Paragraph 7.1.1	Establishment of the LTG by no later than 31 December 2012
Paragraph 7.1.4	To use Reasonable Endeavours to ensure that the LTG shall exist from establishment until 31 December 2031 unless otherwise agreed with the LPA
Paragraph 7.2.2	Closure of the LTG Account
Paragraphs 7.3.1 and 7.3.2	Deposit into the LTG Account the Stratford Regional Station Contribution
Paragraph 7.4.1	Deposit into the LTG Account the Hackney Wick Station Contribution
Paragraph 7.5.1	Deposit into the LTG Account the Offsite Junctions and Connections Contribution
Paragraph 7.6.10	Agreement as to whether the Hackney Wick Station Works have a realistic prospect of being progressed
Paragraph 7.6.11	Agreement as to whether the Stratford Regional Station Works are likely proceed



Paragraph 8	Monitoring and review
<b>Schedule 7 – SNT and Community Facilities</b>	
Paragraph 4.1	Community Participation Strategy
Paragraphs 4.2.1 and 4.2.2	LCS Community Facilities Strategy Consultation
Paragraphs 4.2.4 and 4.2.5	LCS Community Facilities Strategy Revision Consultation
<b>Schedule 8 – Education</b>	
Paragraph 3.1.1	To carry out the A1 Education Review
Paragraph 3.2.1	Commence the A1 Education and Infrastructure Consultations
Paragraph 3.2.3	Carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report
Paragraph 3.2.4	Pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution
Paragraph 3.2.6(a)	To carry out the A2 Education Review
Paragraph 3.2.7(a)	Commence the A2 Education and Infrastructure Consultations
Paragraph 3.2.8	Carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report
Paragraph 3.2.9	Pay to the LPA the A2 Education Contribution and the A2 Social Infrastructure Contribution
Paragraph 3.2.11(a)	Commence the A3 Social Infrastructure Consultation
Paragraph 3.2.12	Carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report
Paragraph 3.2.13	Pay to the LPA the Unspent Social Infrastructure Contribution A
Paragraph 3.3.1	Commence the B1 Social Infrastructure Consultation
Paragraph 3.3.3	Carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report
Paragraph 3.3.4	Pay to the LPA the B1 Social Infrastructure Contribution
Paragraph 3.3.6(a)	To carry out the B2 Education Review
Paragraph 3.3.7(a)	Commence the B2 Education and Infrastructure Consultations

Paragraph 3.3.8	Carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report
Paragraph 3.3.9	Pay to the LPA the B2 Education Contribution and the B2 Social Infrastructure Contribution
Paragraph 3.3.11(a)	Commence the B3 Social Infrastructure Consultation
Paragraph 3.3.12	Carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report
Paragraph 3.3.13	Pay to the LPA the Unspent Social Infrastructure Contribution B
Paragraphs 7.1 to 7.5 (inclusive) and paragraph 7.7	Post Education Contribution
Paragraph 8.5	General requirements on the carrying out of the consultations
<b>Schedule 9 – Employment and Training</b>	
Paragraph 4.1	Establish and thereafter operate LCSCPG
Paragraph 4.3	Deposit into the LCSCPG Account the first instalment of the LCSCPG Contribution
Paragraph 4.5	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods
Paragraph 4.6	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures
Paragraph 4.7	Pay any remaining funds in the LCSCPG Account to the LPA
Paragraphs 5.1.1 to 5.1.4 (inclusive)	Establishing and operating the LCSCPG Account
Paragraph 5.2	Mechanics for draw down from the LCSCPG Account
Paragraph 5.3	Closure of the LCSCPG Account
Paragraph 6.1	Submission to the LCSCPG and to the LPA of the first LCS Careers Programme for the first LCS Operational Period
Paragraphs 6.3 and 6.4	Submission to LCSCPG and to the LPA of the next LCS Careers Programme for the next LCS Operational Period
Paragraphs 6.5 – 6.7 (inclusive)	Implementation of each LCS Careers Programme and content of each LCS Careers Programme

Paragraphs 7.1 and 7.2	Monitoring and review
<b>Schedule 10 – Green Infrastructure – BAP and Publicly Accessible Open Space</b>	
Paragraph 1.1.1	To use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park
Paragraph 1.1.2	To provide no less than 45ha of BAP Habitat in the Olympic Park
Paragraph 1.2.1	To prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park
Paragraph 1.2.3	To use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as land owner of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan
Paragraph 1.2.5	To determine whether an update is required to the Biodiversity Action Plan and, if so required, prepare an update to the Biodiversity Action Plan
Paragraph 1.3.1	At the same time as submitting the Biodiversity Action Plan, submit to the LPA for Approval the mechanism for monitoring the BAP Habitat
Paragraph 2.1.1	To use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park
Paragraph 2.1.2	To provide no less than 102ha of PAOS in the Olympic Park
Paragraph 2.2.1	To prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park
Paragraph 2.2.3	To use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan
Paragraph 2.2.5	To determine whether an update is required to the PAOS Plan and, if so required, prepare an update to the PAOS Plan
Paragraph 2.3.1	At the same time as submitting the PAOS Plan, submit to the LPA for Approval the mechanism for monitoring the PAOS
<b>Schedule 11 – Sustainability</b>	
Paragraph 1	To use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in <b>Pads</b> PDZs 8 and 12
Paragraph 3.1	To work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study and to use Reasonable Endeavours to supply the Development with non-potable water from the Old

	Ford Facility
Paragraph 3.2	To provide a written report to the LPA within 12 (twelve) months of <del>the date of this Agreement</del> <u>28th September 2012</u> and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1
Paragraph 3.3	To carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval
Paragraph 3.5	In the event it is feasible to use the Old Ford Facility to serve the Development in PDZs <del>2</del> , 4, 5 and 6, to make and diligently pursue applications for all necessary consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs <del>2</del> , 4, 5 and 6
Paragraph 3.6	In the event it is feasible to extend the Old Ford Facility to serve the Development in PDZs <del>4</del> <u>1A</u> , 8 and 12, to make and diligently pursue applications for all necessary consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 1, 8, and 12
Paragraph 3.7	In the event it is not feasible to use the Old Ford Facility to serve the Development in PDZs <del>2</del> , 4, 5 and 6 and/or extend the Old Ford Facility to serve the Development in PDZs <del>4</del> <u>1A</u> , 8 and 12, to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park
Paragraph 3.8	To apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and to provide the LPA with a report every 12 (twelve) months
Paragraph 3.9	To work with the Developer to use the Old Ford Facility to serve the Development in PDZs <del>2</del> , <del>4</del> , 5 and 6 and/or to extend the Old Ford Facility to serve the Development in PDZs <del>4</del> <u>1A</u> , 8 and 12 or incorporate into the Development alternative measures to reduce potable water use
Paragraphs 5.2 and 5.3	To prepare the Sustainability Enhancements Report
Paragraph 5.5.1	To use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs
Paragraph 5.8	Joint appointment of the Sustainability Cost Consultant

<b>Schedule 12 – Public Art and Cultural Events</b>	
Paragraphs 1.1 and 1.2	Arts Co-ordinator
Paragraph 2.1	Submission of Site Wide Public Art and Cultural Events Strategy
Paragraph 2.3	Review of Site Wide Public Art and Cultural Events Strategy
Paragraphs 3.1 and 3.2	Submission of Zonal Public Art and Cultural Events Strategy and conformity with the Approved Site Wide Public Art and Cultural Events Strategy
Paragraph 4.1.1	Procurement of New Public Art
Paragraph 5.1.1	Consult with the LPA on the detailed planning of each Cultural Event
Paragraph 5.1.3	Any additional Cultural Event to be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report to be submitted to the LPA
Paragraph 5.2	Any profits to be added to the Arts Fund
Paragraph 6	Arts Fund
<b>Schedule 15 – Viability</b>	
All paragraphs, being paragraphs 1 to 7 inclusive	Viability review mechanism

THE COMMON SEAL of THE OLYMPIC )  
DELIVERY AUTHORITY was hereunto )  
affixed in the presence of: )

Authorised signatory

THE COMMON SEAL of THE LONDON )  
LEGACY DEVELOPMENT CORPORATION )  
was hereunto affixed in the presence of: )

Authorised signatory

~~THE COMMON SEAL~~ Executed as a deed by affixing the )

common seal of \_\_\_\_\_ )

TRANSPORT FOR \_\_\_\_\_ )

LONDON was hereunto affixed \_\_\_\_\_ )

in the \_\_\_\_\_ )

presence of: \_\_\_\_\_ )

Authorised signatory

**APPENDIX 1**

**PLAN OF THE SITE AND PLANNING DELIVERY ZONES**

**APPENDIX 2**  
**PLAN SHOWING THE OLYMPIC PARK**



APPENDIX 3

~~PLAN~~PLANS SHOWING THE DEVELOPER'S LAND

APPENDIX 4

~~DRAFT PLANNING PERMISSION~~

[NOT USED]

**APPENDIX 5**  
**DEVELOPMENT PARCEL PLAN**

**APPENDIX 6**

**MDC AREA**

**APPENDIX 7**  
**BRIDGE SAFEGUARDING ZONE**

**APPENDIX 8**  
**BUS INFRASTRUCTURE AND BUS SERVICE ENHANCEMENT PLAN**

## APPENDIX 9

### LTG OPERATING PROCEDURES

#### 1. INTERPRETATION AND DEFINITIONS

1.1 Save where provided otherwise, words and expressions used in these Operating Procedures have the meaning assigned to them in Clause 1 of, and in Schedule 2 to, this Agreement.

1.2 For the purposes of these Operating Procedures, the following words and expressions have the meanings assigned

**"CTMG"** means the Construction Transport Management Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to consider transport planning issues and traffic management issues relevant to the construction of the Development and to consider and agree procedures to enable transport and traffic management schemes to be developed, reviewed and approved for implementation;

**"CTMP"** means the Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.58;

**"HWSWG"** means the Hackney Wick Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Hackney Wick Station Works;

**"LTGDC"** means the regeneration agency for east London formally known as the London Thames Gateway Development Corporation;

**"Network Rail"** means the company limited by guarantee of that name;

**"OPTEMS Strategy"** means the document of that name as from time to time prepared, agreed and approved pursuant to paragraph 6 of the Olympic Section 106 Agreement;

**"SRSWG"** means the Stratford Regional Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Stratford Regional Station Works;

**"STIG"** means the Stratford Transport Implementation Group set up pursuant to the section 106 agreement in respect of the Stratford City Development;

**"Stratford City Development"** means the large mixed-use development pursuant to the Stratford City Planning Permissions;

**"Stratford City Planning Permissions"** means the following planning permissions:

1. P/03/0607 granted by the London Borough of Newham;
2. 06/90017/VARODA granted by the LPA;
3. 07/90023/VARODA granted by the LPA;
4. 10/90651/VARODA granted by the LPA;
5. 10/90641/EXTODA granted by the LPA; and
6. any subsequent planning permissions granted pursuant to section 74 of the 1990 Act;

**"Stratford Metropolitan Masterplan"** means the document of that named approved by the London Borough of Newham on 16 December 2010;

**"Transport Assessment"** means the transport assessment submitted in support of the Application dated September 2011 and the transport assessment addendum submitted in February 2012;

**"ZCTMP"** means the Zonal Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.59.

**2. AIMS AND OBJECTIVES OF LTG**

2.1 The LTG will have the following aims and objectives:

2.1.1 to administer, prioritise and approve funding for appropriate transport schemes identified to mitigate the defined transport effects of the Development. The types of transport schemes that could receive funding through the LTG are detailed further in paragraph 6 below;

2.1.2 to effectively manage and support Members of the LTG in bringing forward transport mitigation schemes which would assist in:

- (a) as a primary objective of the LTG, mitigating the transport impacts of the Development through improving and promoting connectivity between the Site and the adjacent communities by improved pedestrian and cyclist facilities and accessibility to local public transport interchanges;
- (b) reducing private vehicle trips to and from the Development;
- (c) promoting sustainable transport modes; and



- (d) addressing the impacts of the Development generally;
  - 2.1.3 to review and assess the Review Report submitted by the Developer to the LTG pursuant to paragraph 3.1 of Schedule 2 to this Agreement;
  - 2.1.4 to review and assess (in order to inform the LTG's priorities, aims and objectives) the annual review report submitted by LLDC to the LTG pursuant to paragraph 8.1 of Schedule 2 to this Agreement;
  - 2.1.5 to review and assess (in order to inform the LTG's priorities, aims and objectives) the monitoring and review report submitted by LLDC to the LTG pursuant to paragraph 8.3 of Schedule 2 to this Agreement;
  - 2.1.6 to review and assess (in order to inform the LTG's priorities, aims and objectives) any reports submitted to the LTG pursuant to the Planning Permission;
  - 2.1.7 to take on the responsibilities of the OPTEMS Group. The aims and objectives of the OPTEMS Group are detailed in paragraph 5 of Schedule 4 to the Olympic Section 106 Agreement and the LTG will be able to spend the Unspent OPTEMS Contribution on transport schemes that are in accordance with the latest OPTEMS Strategy and/or aims and objectives of the former OPTEMS Group; and
  - 2.1.8 to work closely with STIG, or its replacement. If a mitigation or connectivity scheme is proposed at locations affected by both the Stratford City Development and the Development, the LTG will review how any composite scheme may be capable of being developed for implementation such as to enable the Development to proceed and the Stratford City Development to proceed and the appropriate level of funding from the LTG Funds would reflect any additional requirements which would not have arisen but for the Development.
- 2.2 A transport mitigation scheme proposed by a Member of the LTG shall not be considered to fall within the aims and objectives of the LTG if it can be reasonably demonstrated that such scheme falls within one of the following categories:
- 2.2.1 the measures directly required to accommodate the operational requirements of construction as defined through the CTMG, the developing CTMP and the ZCTMPs (as required by Conditions LCS0.58 and LCS0.59), provided always that, where indirect effects are identified during construction as a result of reassignment of flows due to these construction requirements any additional or enhanced works will be allocated to the scope of the LTG; and/or
  - 2.2.2 the direct operational requirements of the Olympic Park which are required for the Post-Games Transformation Phase save in respect of an Unspent OPTEMS Contribution; and/or
  - 2.2.3 the measures that do not mitigate the transport impacts of the Development.
- 2.3 The LTG is not to approve funding to any transport mitigation scheme within the Site unless otherwise agreed by the LPA and LLDC at the LTG meeting where the transport mitigation scheme is being considered.
- 2.4 When carrying out the aims and objectives referred to in paragraph 2.1 of this Appendix, the LTG will have regard to the following:

- 2.4.1 the primary objective of mitigating the impact of the Development on transport infrastructure in the local area including on the strategic transport network;
- 2.4.2 a commitment to the sustainability of the Development;
- 2.4.3 the efficient and effective application of funding (including any funding outside LTG which may be available) available to Members of the LTG for transport and related improvements in the vicinity of the Development;
- 2.4.4 the maximisation of any funding outside LTG available for any of the works or measures provided that such objective shall not require any such funding outside LTG to be made available;
- 2.4.5 the Development's relationship to existing transport schemes and programmes together with committed improvements arising from other developments in order to ensure a coordinated approach to manage the transport network;
- 2.4.6 a focus on transport schemes which are community based and local in nature, in a way that supports the LCS and ensures movement across the transport networks;
- 2.4.7 providing assistance to the Host Boroughs in prioritising and programming schemes over time by identifying and funding mitigation;
- 2.4.8 the statutory and regulatory framework in relation to a proposed measure and any statutory powers, obligations and restrictions upon any Member(s) of the LTG having a relevant statutory interest and/or a material commercial interest in relation to any proposed measure.

### 3. LTG MEMBERSHIP

- 3.1 At the request of LLDC (such request to be by no later than 16 November 2012), the following organisations will be invited in writing by the LPA to be a Member of the LTG:
  - 3.1.1 the LPA;
  - 3.1.2 LLDC;
  - 3.1.3 the Host Boroughs; and
  - 3.1.4 TfL.
- 3.2 At any time following its establishment, the LTG may also invite (if voted for by the LTG) the following to become a Member of the LTG:
  - 3.2.1 any third party organisation who from time to time is reasonably required and who is to have a vote in any LTG meeting; and
  - 3.2.2 any third party organisation who from time to time is reasonably required and who is to have a non-voting presence in any LTG meeting

and any organisation invited to become a Member of the LTG pursuant to this paragraph 3.2 may be removed through a vote of the LTG at any time following the reason for the organisation to be invited to become a Member of the LTG no longer subsists.

- 3.3 Each Member of the LTG shall be entitled to nominate the following numbers of representatives:
- 3.3.1 the LPA – one (who shall be in addition to the Chair);
  - 3.3.2 LLDC – two;
  - 3.3.3 the Host Boroughs – one each;
  - 3.3.4 TfL – two; and
  - 3.3.5 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one each.
- 3.4 Each Member of the LTG shall be entitled to the following allocation of votes:
- 3.4.1 the Chair – one vote and, in the event of a tie in the voting, a casting vote,
  - 3.4.2 the LPA – one vote;
  - 3.4.3 LLDC – two votes;
  - 3.4.4 the Host Boroughs – one vote each;
  - 3.4.5 TfL – two votes; and
  - 3.4.6 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one vote each.
- 3.5 In the event a Member of the LTG who is entitled to have more than one representative attend a meeting of the LTG only has a single representative at a meeting, then the vote of that single representative shall be classed as two votes in accordance with the allocation of votes in paragraph 3.4 of this Appendix.
- 3.6 The approval of the LTG may only be given on the basis of a majority vote and shall be consistent with the aims and objectives of the LTG set out in paragraph 2 of this Appendix.
- 3.7 All Members of the LTG shall have the right to participate fully in the aims and objectives of the LTG as set out in paragraph 2 of this Appendix. If a representative of a Member of the LTG is unable to attend then a substitute representative for that Member of the LTG will be permitted upon prior notice being given to the Chair of LTG.
- 3.8 Membership of the LTG will be for a minimum term agreed by LLDC and the LPA from time to time in order to ensure so far as practicable consistency and continuity in relation to the matters to be undertaken by the LTG.
- 3.9 Upon the expiry of any representative's term of office or in the event that any person resigns as a representative of any Member of the LTG or is otherwise unable to continue his/her duties for any reason, then LLDC will invite the relevant Member of the LTG to nominate a replacement representative to replace him or her as a representative of the Member of the LTG.
- 3.10 The LTG shall be considered established for the purposes of paragraph 7.1.1 of Schedule 2 to this Agreement upon the date of the first meeting of the LTG following the invitations issued by LLDC pursuant to paragraph 3.1 of this Appendix.

**4. THE CHAIR OF THE LTG**

The Chair of the LTG shall be a representative from the LPA (who shall be in addition to the representative of the LPA pursuant to paragraph 3.3 of this Appendix).

**5. MEETINGS OF THE LTG**

5.1 The LTG will meet at least every 6 (six) months or more frequently if agreed by the LTG. The first meeting to take place within 2 (two) months of LLDC inviting the organisations to be Members of the LTG pursuant to paragraph 3.1 of this Appendix.

5.2 Meetings will take place at a convenient location in Stratford to be agreed by the LTG from time to time unless it is impracticable on any occasion to do so in which case the relevant meeting will take place at an alternative location agreed by the LTG.

5.3 An urgent meeting of the LTG can be requested by any Member of the LTG (accompanied by details of the item or items to be considered at the meeting) and arranged with the agreement of the Chair.

5.4 The Chair of the LTG will give at least 10 (ten) Working Days prior notice of the date and time of the meeting to each Member of the LTG and will invite each Member of the LTG to notify the Chair of any items that such Member wishes to place on the agenda for consideration at such meeting.

5.5 As a minimum, the agenda for each meeting shall include:

5.5.1 a progress report on implementation of the schemes approved for LTG funding (including the transport mitigation schemes listed in paragraph 6 below) showing physical and financial progress and forecasts for the remainder of the relevant year and (if relevant) an update on any schemes which will no longer be required or which have not received the necessary statutory/regulatory approvals or consents required to proceed;

5.5.2 updated monitoring information and (if relevant) a report on proposals or changes or improvements to transport modelling as a result of new or updated monitoring information or assumptions;

5.5.3 any changes in the transport policy affecting any Member of the LTG;

5.5.4 any requirements for mitigation measures;

5.5.5 an update on the activities of the CTMG including the CTMG's project report required to be produced by the CTMG pursuant to paragraph 9.6 of this Appendix;

5.5.6 an update on the activities of the HWSWG including the HWSWG's project report required to be produced by the HWSWG pursuant to paragraph 9.7 of this Appendix;

5.5.7 an update on the activities of the SRSWG including the SRSWG's project report required to be produced by the SRSWG pursuant to paragraph 9.7 of this Appendix;

5.5.8 an update on the activities of any other sub-working group established by the LTG including such sub-working group's project report required to be produced by the a sub-working group pursuant to paragraph 9.7 of this Appendix;

5.5.9 any suggested recommendations which any Member of the LTG reasonably suggests should be made to the CTMG, HWSWG, SRSWG and/or any other

sub-working group provided always that such recommendation shall only be made to the CTMG, HWSWG, SRSWG and/or any other sub-working group if agreed by the LTG.

- 5.6 The Chair of the LTG shall circulate the agenda and associated papers for each meeting of the LTG at least 5 (five) Working Days prior to the meeting, and will keep the minutes of each meeting, and circulate copies of the draft minutes to each representative of each Member of the LTG within 10 (ten) Working Days of such meeting taking place.

## 6. TRANSPORT MITIGATION TOPICS

- 6.1 With reference to Schedule 2 to this Agreement and the Planning Permission, the following transport mitigation schemes are schemes that will be managed through, and funding approved for by, the LTG. Each transport mitigation scheme will be allocated funds as defined in Schedule 2 to this Agreement.

### 6.2 Area Wide Connectivity and Junction Improvements

- 6.2.1 Through the Transport Assessment, a number of junction effects have been identified that reach the defined capacity conditions. The locations of these effects are distributed within the Host Boroughs and at various distances from the Site.

- 6.2.2 Stakeholder discussions have indicated that mitigation of sites located closer to the Site are of higher priority and that the LTG Funds should be prioritised to address mitigation for these locations. These locations are defined in Schedule 2 to this Agreement as the "Offsite Junctions" and "Pedestrian and Cycle Connections."

- 6.2.3 A number of connectivity schemes have been identified which improve walking and cycling links between adjacent communities and the Site, and access to public transport.

- 6.2.4 It is also recognised that the Host Boroughs' planning policies do not promote highway capacity increases and favour connectivity that promotes sustainable transport. Therefore, it is an aim and objective of the LTG to prioritise the development and promotion of transport mitigation schemes that improve and mitigate the Development's effects through enhancements at junctions and links with the Site for walking and cycling.

- 6.2.5 The initial allocation for connectivity and junction improvements totals £3,533,000 (three million five hundred and thirty three thousand pounds) (Indexed) (termed the "Offsite Junctions and Connections Contribution" in Schedule 2 to this Agreement) and is to be paid into the LTG Account and schemes approved by the LTG in accordance with paragraph 7.5 of Schedule 2 to this Agreement.

- 6.2.6 LTG may also consider additional bus infrastructure mitigation (other than that provided for by paragraphs 1 and 2 of Schedule 2 to this Agreement) to improve connectivity to the Site. These schemes may be linked to junction and connectivity improvements.

### 6.3 Hackney Wick Station Improvements and Connectivity

- 6.3.1 The Transport Assessment identifies a significant increase in passenger movement at Hackney Wick Station due to the Development. Whilst Hackney Wick Station in capacity terms could accommodate this increase, the promotion of sustainable modes and also the refocus of Hackney Wick

Station connectivity towards the Site would benefit from modification of facilities at Hackney Wick Station.

- 6.3.2 Studies undertaken by Network Rail and LTGDC have identified works involving removal of existing ramps, introduction of lifts, modified ticket hall, and a new underpass. These works include compliance with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010. Such improvements to Hackney Wick Station's operations and efficiency will promote sustainable modes not just for the Development but for other nearby developments currently being planned.
- 6.3.3 With respect to the Hackney Wick Station Contribution (a sum of £4,000,000 (four million pounds) (Indexed) as defined in Schedule 2 to this Agreement and to be paid into the LTG Account in accordance with paragraph 7.4 of Schedule 2 to this Agreement), the LTG may approve schemes (termed as "Hackney Wick Station Works" in Schedule 2 to this Agreement) to be funded from the Hackney Wick Station Contribution as follows:
- (a) improvements to focus on improved access, connectivity and pedestrian connections with the Site;
  - (b) the provision of facilities compliant with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010;
  - (c) improvements to connectivity to/from the Site via Wallis Road and H10; and
  - (d) improvements to connectivity to/from the Site via White Post Lane.
- 6.3.4 The LTG is to work with stakeholders to develop a scheme for the Hackney Wick Station Works for implementation by 2025 in order to mitigate effects of the Development by improving connectivity from the Site to Hackney Wick Station. If by that date or before (if the Developer, TfL and the LPA agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections Contribution in accordance with paragraph 7.6.10 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives and, in particular, could include schemes that provide public transport mitigation or promote connectivity to the Development in the Hackney Wick area.
- 6.3.5 The Hackney Wick Station Contribution can be used for design works in respect of the Hackney Wick Station Works as well as the implementation of the Hackney Wick Station Works. The LTG will continue to administer the Unspent OPTEMS Contribution approved in principle for Hackney Wick Station, and the LTG can consider providing further sums from the Unspent OPTEMS Contribution if in accordance with the latest OPTEMS Strategy and/or the terms of reference of the former OPTEMS Group.

#### 6.4 **Stratford Station Western Access**

- 6.4.1 The introduction of a new western access to Stratford Regional Station has been identified through the Stratford Metropolitan Study. This scheme proposes a new public access to the west of Stratford Regional Station.
- 6.4.2 The Development is to contribute to this scheme to the total of £200,000 (Indexed) (defined as the "Stratford Regional Station Contribution" in Schedule 2 to this Agreement). The Stratford Regional Station Contribution includes assisting in the introduction of a new public station access and/or

improvements to its connection with Gibbins Road (termed the "Stratford Regional Station Works" in Schedule 2 to this Agreement).

- 6.4.3 The Stratford Regional Station Works will improve the connectivity of the Development to the west of the Stratford Regional Station at PDZs 2, 8 and 12.
- 6.4.4 If by 2025 or before (if the Developer, TfL and the LPA agree that the Stratford Regional Station Works are not likely to proceed) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections Contribution in accordance with paragraph 7.6.11 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives.

## **7. ADDITIONAL CONTRIBUTIONS**

In the event that additional monies are deposited into the LTG Account pursuant to the terms of this Agreement (for example the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount (pursuant to paragraph 1.13 of Schedule 2 to this Agreement) and the Remaining Funds (pursuant to paragraph 3.3 of Schedule 2 to this Agreement), approvals on the allocation of this additional funding will be made by the LTG in accordance with the aims and objectives of the LTG.

## **8. GUIDANCE**

The LTG may produce its own guidance (adopted through a vote of the LTG), for example on the sorts of schemes that are likely to be approved by the LTG for funding from the LTG Funds and how such schemes may be prioritised with regard to the phased payments of the LTG Funds. The LTG may produce its own administrative tools such as a pro-forma to standardise the approval request process as set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of this Appendix.

## **9. ASSOCIATED WORKING GROUPS**

- 9.1 The LTG is to operate as the lead transport group for the administration, prioritisation and approval of funding for appropriate transport schemes identified to mitigate the defined effects or those necessary to deliver the Development throughout its development phases.
- 9.2 To assist the LTG in its aims and objectives, the LTG is to establish a CTMG and may establish other sub-working groups. Such other sub-working groups in addition to the CTMG may include (but not limited to) the HWSWG and the SRSWG. The LTG may also choose to form other smaller sub-working groups as a review panel to consider the funding submissions and make recommendations to the wider LTG.
- 9.3 The LTG shall establish the CTMG by no later than Commencement of the Development and if other sub-working groups are to be established, the LTG shall establish such sub-working groups in good time for when the Developer is obliged to deposit the contribution applicable to the remit of each sub-working group.
- 9.4 The LTG shall agree the membership and remit of each sub-working group, and the Chair of the LTG shall invite the agreed organisations to become members of each sub-working group. Membership of each sub-working group is expected to have a number of common representatives in addition to topic specialists.
- 9.5 The LTG can also agree to disband any sub-working group at an appropriate time, for example at the completion of the Hackney Wick Station Works or if it is agreed that the Hackney Wick Station Works do not have a realistic prospect of being progressed.

9.6 The CTMG shall produce a project report to the LTG updating the LTG on the transport planning issues and traffic management issues relevant to the Development during the Development's construction phase.

9.7 Each sub-working group established by the LTG, save for the CTMG, will provide project reports to the LTG recommending whether transport mitigation schemes should be approved for LTG Funding.

10. **APPROVAL OF FUNDS BY THE LTG**

10.1 Each Member of the LTG has the right to propose to the LTG a transport mitigation scheme to receive funding from the LTG Funds. The approval process is set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of Schedule 2 to this Agreement.

10.2 The LTG shall favour using the LTG Funds to fund the implementation of schemes, rather than the funding of feasibility and design work as far as possible, recognising that most schemes will include an element of design work. However, such design/feasibility costs shall be kept to a minimum. The LTG shall seek to prevent abortive feasibility and design work by favouring appropriate schemes that are likely to be practicable and implemented.

11. **REVIEW OF THE LTG AND FINANCIAL REPORTING**

11.1 The operation and membership of the LTG will be reviewed every two years by LLDC and the LPA until the LTG ceases to exist and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LTG.

11.2 A financial report of the expenditure from, the remaining balance and any outstanding commitments of the LTG Account is to be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.

11.3 Until such a time as the Unspent OPTEMS Contribution is all spent, a financial report of expenditure and any outstanding commitments from the Unspent OPTEMS Contribution shall also be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.



**APPENDIX 10**  
**PRIMARY AND SECONDARY ROADS**

## APPENDIX 11

### LCSCPG OPERATING PROCEDURES

#### 1. SCOPE OF THE LCSCPG

1.1 The LCSCPG will have the following scope. To:

1.1.1 review, consider and provide comments on each draft of the LCS Careers Programme (including whether the LCSCPG Contribution is proportionate to the content of the LCS Careers Programme) submitted by the Developer to the LCSCPG pursuant to paragraph 6.1 and paragraph 6.3 of Schedule 9;

1.1.2 advise the Developer on the optimal expenditure from the LCSCPG Contribution so as to deliver the aims, objectives and measures (including those detailed in paragraph 6.6 of Schedule 9) set out in each LCS Careers Programme for the relevant LCS Operational Period; and

1.1.3 review, consider and provide comments on each monitoring and review report submitted by the Developer to the LCSCPG pursuant to paragraph 7.1 of Schedule 9.

1.2 The Developer and the LPA agree that, when carrying out the functions referred to in paragraph 1.1 of this Appendix, the LCSCPG will have regard to the specific aim of maximising the jobs, training, pre-apprenticeship and apprenticeship opportunities presented by the Development for the benefit of the Host Boroughs.

#### 2. ESTABLISHMENT OF THE LCSCPG

2.1 To establish the LCSCPG, the Developer shall:

2.1.1 nominate one representative of the Developer to be a LCSCPG member; and

2.1.2 invite each of the following organisations to nominate one representative from that organisation to be a LCSCPG member:

(a) the LPA;

(b) the Host Boroughs; and

(c) any third party organisation who is from time to time reasonably required and agreed by the Chair to attend as a non-voting presence in any meeting of the LCSCPG.

2.2 The Chair of the LCSCPG shall be the representative from one of the LCSCPG member organisations, elected to the post by a majority of the LCSCPG members.

2.3 For the election of the Chair of the LCSCPG, all LCSCPG members shall have a single vote. In the event of a tie, the representative of the LPA shall have the casting vote.

2.4 LCSCPG members are expected to identify an alternative representative from their respective organisations as cover if they are unable to attend a meeting of the LCSCPG.

**3. MEETINGS OF THE LCSCPG**

3.1 The LCSCPG will meet at least twice in every year (or more frequently if reasonably requested by the Developer or the LPA). The first such meeting to take place within three months following the establishment of the LCSCPG.

3.2 In respect of each meeting of the LCSCPG as referred to in paragraph 3.1 of this Appendix, the Chair of the LCSCPG will:

3.2.1 give at least 20 Working Days prior notice of the date and time of the meeting to each LCSCPG member; and

3.2.2 invite each LCSCPG member to notify the Chair of the LCSCPG of any items that such member wishes to place on the agenda for consideration at such meeting.

3.3 The agenda for each meeting of the LCSCPG will comprise any matter which is required to be submitted or referred to the LCSCPG under this Agreement at the next available meeting in accordance with paragraph 3.5 of this Appendix, any additional items which the Chair of the LCSCPG considers should be included on the agenda and any other items notified by any other LCSCPG member pursuant to paragraph 3.2.2 of this Appendix at least 10 Working Days prior to the date of the meeting.

3.4 The Chair of the LCSCPG shall circulate the agenda and associated papers for each meeting of the LCSCPG at least 5 Working Days prior to the meeting and will keep the minutes of every such meeting and circulate copies of the same to all LCSCPG members within 5 Working Days of such meeting taking place.

3.5 Where in this Agreement any matter is required to be submitted or referred to the LCSCPG, then this will be construed as a requirement that the matter be submitted or referred to the LCSCPG at the next available meeting of the LCSCPG.

**4. DURATION OF THE LCSCPG**

The LCSCPG will exist until the Completion of the Development or such other date as may be agreed by the Developer and the LPA.

**5. COSTS AND EXPENSES OF LCSCPG**

The Developer will be responsible for the costs of convening meetings of the LCSCPG, making available accommodation for meetings of the LCSCPG and all other reasonable administrative expenses properly incurred in relation to the LCSCPG. No LCSCPG member other than the Developer will be responsible for any administration costs of the LCSCPG.

**6. PERIODIC REVIEW OF THE LCSCPG**

The operation of the LCSCPG will be reviewed annually by the Developer and the LPA until the LCSCPG ceases to exist pursuant to paragraph 4 of this Appendix and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LCSCPG.

## APPENDIX 12

### PDZ GROSS DEVELOPMENT COSTS AND SPDZ GROSS DEVELOPMENT COSTS

The following cost items relate solely to items to be incurred by Development Partners in relation to the Proposed PDZ Development and Proposed SPDZ Development within each PDZ and SPDZ which, where relevant, may consist of any Transferred LLDC Works and Commitments Costs.

1. The reasonable costs properly incurred of all Site preparation works, soil and archaeological works and other associated ancillary works including service diversion costs, the cost of removing any structures and environmental clean up and remediation of any contamination.
2. Proper and reasonable infrastructure costs and construction costs of the Proposed PDZ Development and Proposed SPDZ Development and any other building works to facilitate the Proposed PDZ Development and Proposed SPDZ Development either within the PDZ or SPDZ (as applicable) or within the Olympic Park (whether as a planning obligation or condition or otherwise) including the cost provision of hoardings, the costs of landscaping, construction of highways, bridges and footpaths, the provision of access to the Development, the provision of new or alternative services or facilities for the Development including drains, balancing ponds, sewers, and conducting media, and the construction of the buildings within the Development.
3. All costs, expenses, fees and disbursements associated with or in any way relating to the working up and production of the relevant ZMP, SZMP or part thereof (and any agreed variation thereto from time to time).
4. The cost of working up and submitting any planning application and pursuing any planning permission and/or reserved matters (whether or not in each case obtained and whether or not on appeal or following a call-in) and the cost of negotiating and settling any planning agreement made pursuant to section 106 of the 1990 Act and all costs incurred in connection with any variations or other Consents (including but not limited to the fees of any planning consultant, any application fees and any building regulation fees).
5. The costs and fees of a local or competent authority in connection with obtaining planning permission and/ or reserved matters or any Consents.
6. All planning and/or building regulation fees or other licence or permit fees properly payable in connection with the approval of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) and the proper costs of obtaining and complying with all relevant statutory Consents (including the costs of pre-application discussions, planning performance agreements, discharging conditions and complying with any planning permission).
7. All contributions, payments or works required to be made or carried out under or pursuant to any planning agreement made pursuant to section 106 of the 1990 Act or other document necessary to effect any part of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
8. Any Community Infrastructure Levy, Crossrail contribution or other necessary contribution payable in relation to the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
9. The cost of any environmental audit and/or survey, ground investigation, traffic assessments, measured survey or surveys, geotechnical surveys, structural building surveys and topographical surveys or any other surveys properly required in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable).

10. Fees and disbursements of any professional advisor, consultant or project manager appointed by the Development Partner in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) including, but not limited to, all fees and disbursements in connection with agreeing terms for the acquisition or disposal of freehold and other interests in the PDZ or SPDZ (as applicable) and the fees and disbursements of any letting agents and any sales agents.
11. The fees of cost consultant / auditors of the Development Partner in respect of the preparation, completion and certification of accounts used to assess PDZ Gross Development Costs.
12. All proper and reasonable marketing costs incurred, including marketing, advertising and promotional costs and costs relating to the installation, equipping, staffing and running of any sales office constructed and/or located within the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
13. All proper and reasonable costs incurred in delivering management and maintenance of the Proposed PDZ Development or Proposed SPDZ Development (as applicable), including maintenance, repair, cleaning, empty rates and other vacant property costs, and the proper and reasonable costs of such other obligations as shall be required to be undertaken in accordance with the principles of good estate management in respect of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
14. The proper and reasonable cost of providing security in respect of the properties within the PDZ or SPDZ (as applicable) including costs properly and reasonably incurred in the provision of a security officer and other management and security staff for said properties.
15. All rates, water rates, taxes, duties, charges, disbursements and outgoings paid by the Development Partner or on its behalf whether preliminary, local or otherwise assessed, properly charged or imposed in respect of the properties within the PDZ or SPDZ or any part of it or the owner or occupier of it, to the extent that such sums are not payable by or recoverable from a third party.
16. All reasonable amounts properly paid for obtaining and/or complying with any necessary consents from or in settling any claims by neighbouring owners or occupiers and any grants, releases, waivers, modifications and variations of rights of easements, covenants and other matters necessary or desirable to enable the Proposed PDZ Development or Proposed SPDZ Development (as applicable) to be completed, used and occupied for the purposes contemplated.
17. Any costs, claims, charges, compensation, damage or expenses incurred or payable (including those in respect of any action or proceedings brought by or against the Development Partner but not in circumstances where the Development Partner or persons under its control are negligent nor as a result of any unlawful interference with rights for which the Developer Partner is responsible) in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or for the protection or preservation of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts thereof and any interest therein or any part thereof or any rights benefiting the same (including but not limited to the expulsion of trespassers and the effecting of security arrangements) or in respect of any claim under the Land Compensation Act;
18. The reasonable and proper costs and expenses (including all professional fees, compensation or disturbance payments) for acquiring any land, easements or rights or obtaining any variations, releases or waivers of any covenants or rights to enable the carrying out of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts of it (including but not limited to any payments made to

adjoining landowners, occupiers, utilities companies to acquire rights of access to any part of the PDZ or SPDZ (as applicable)) including all legal and other fees incurred or to be incurred in relation thereto;

19. The fees of any independent surveyor or other expert appointed under the provisions of any sale or funding agreement or this agreement;
20. The cost of insurance of or relating to the PDZ or SPDZ (as applicable) or any part or parts of it, including insurance properly required respect of in any title matter relating to the PDZ (as applicable);
21. Stamp Duty Land Tax and Land Registry fees properly payable as a direct result of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).
22. Interest on all items listed in this schedule, including any bank (or other financier's) arrangement and exit fees and valuation and legal fees;
23. Development Partner's reasonable profit margin
24. Any VAT on any expenditure referred to in this Appendix until such time as such VAT is recovered by way of credit or repayment.
25. The costs and expenses (including all professional fees) of providing and completing any adoption agreements, dedication agreements, bonds or guarantees required to be provided in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts or it (as the case may be);
26. Any other reasonable cost, expense or charge properly incurred by or on behalf of the Development Partner in connection with the Development.

**SCHEDULE 3**

**"Appendix 1"**





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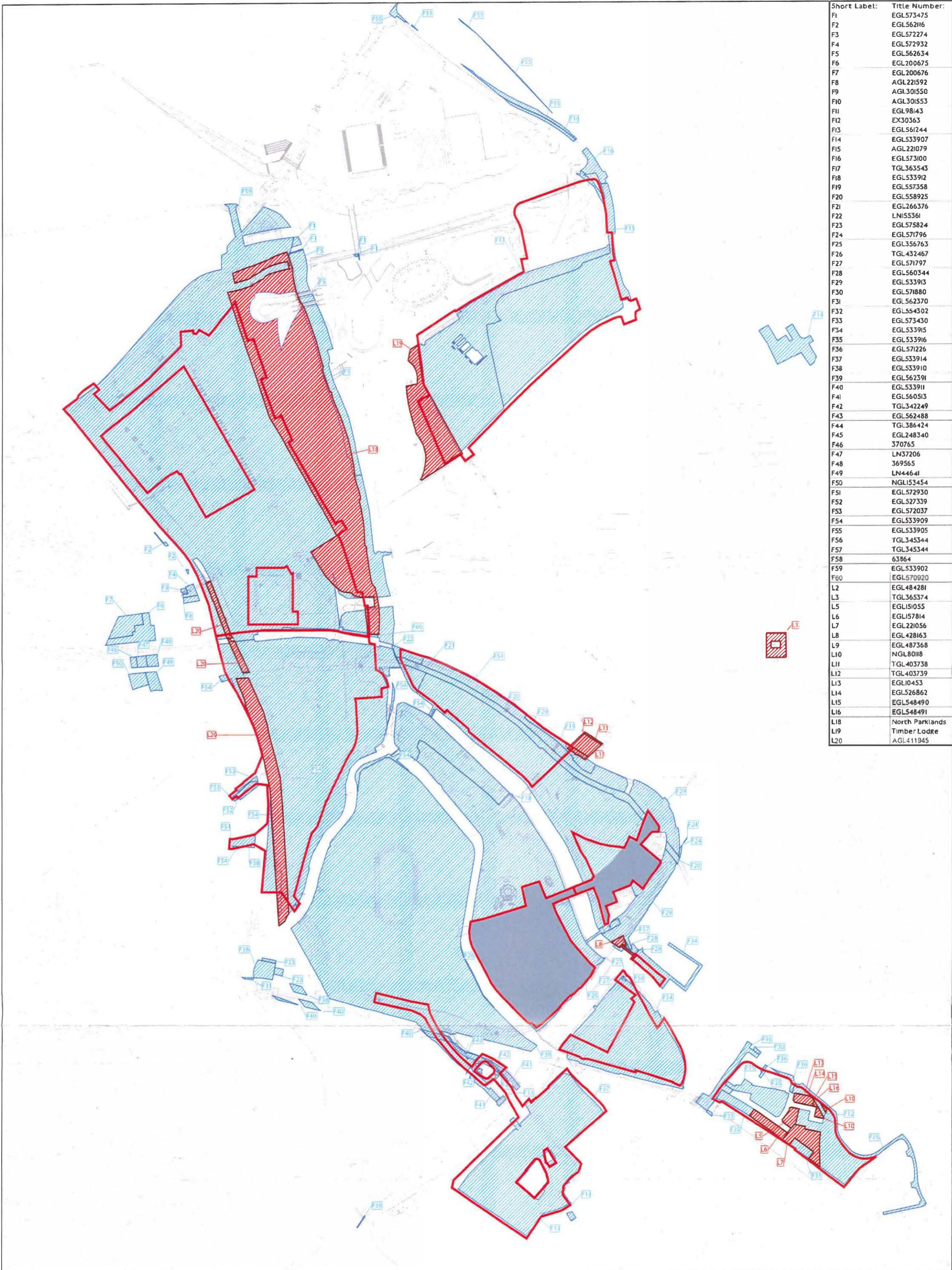
NOTES	
1	Area 'slotted out' pursuant to 17/00236/VAR
2	Planning Delivery Zone
3	LCS Planning Application Boundary

	<b>OLYMPIC PARK LEGACY COMPANY</b>	
	<b>AECOM</b>	
<b>Legacy Communities Scheme</b>	Drawing Title: Plan of the Site and Planning Delivery Zones S106 Appendix 1	Drawing No: LCS-DWG-APP-s106-PAR-GLB-001
Scale: 1:2500	Date: April 2018	Rev: P04
Status: For Approval		



**SCHEDULE 4**  
**"Appendix 3A"**





Short Label:	Title Number:
F1	EGL573475
F2	EGL562116
F3	EGL572274
F4	EGL572932
F5	EGL562634
F6	EGL200675
F7	EGL200676
F8	AGL221592
F9	AGL301550
F10	AGL301553
F11	EGL98143
F12	EX30363
F13	EGL561244
F14	EGL533907
F15	AGL221079
F16	EGL573100
F17	TGL363543
F18	EGL533912
F19	EGL557358
F20	EGL558925
F21	EGL266376
F22	LN155361
F23	EGL575824
F24	EGL571796
F25	EGL356763
F26	TGL432467
F27	EGL571797
F28	EGL560344
F29	EGL533913
F30	EGL571880
F31	EGL562370
F32	EGL554302
F33	EGL573430
F34	EGL533915
F35	EGL533916
F36	EGL571226
F37	EGL533914
F38	EGL533910
F39	EGL562391
F40	EGL533911
F41	EGL560513
F42	TGL342249
F43	EGL562488
F44	TGL386424
F45	EGL248340
F46	370765
F47	LN37206
F48	369565
F49	LN44641
F50	NGL153454
F51	EGL572930
F52	EGL527339
F53	EGL572037
F54	EGL533909
F55	EGL533905
F56	TGL345344
F57	TGL345344
F58	63864
F59	EGL533902
F60	EGL570920
L2	EGL484281
L3	TGL365374
L5	EGL151055
L6	EGL157814
L7	EGL221056
L8	EGL428163
L9	EGL487368
L10	NGL80118
L11	TGL403738
L12	TGL403739
L13	EGL10453
L14	EGL526862
L15	EGL548490
L16	EGL548491
L18	North Parklands
L19	Timber Lodge
L20	AGL411945

NOTES	<b>KEY</b> LCS Planning Application Boundary Area 'slotted out' pursuant to 17/00236/VAR	<b>LAND REGISTRY TENURE TYPE</b> Freehold Leasehold	<b>PLAN A</b>	N	 <b>OLYMPIC PARK LEGACY COMPANY</b>	Drawing Title: s106 Appendix Plan Showing the Developer's Land
					 <b>AECOM</b>	Scale: 1:2500 Date: April 2018
Legacy Communities Scheme					Drawing No.: LCS-DWG-s106-RT	Rev: P03



**"Appendix 3B"**





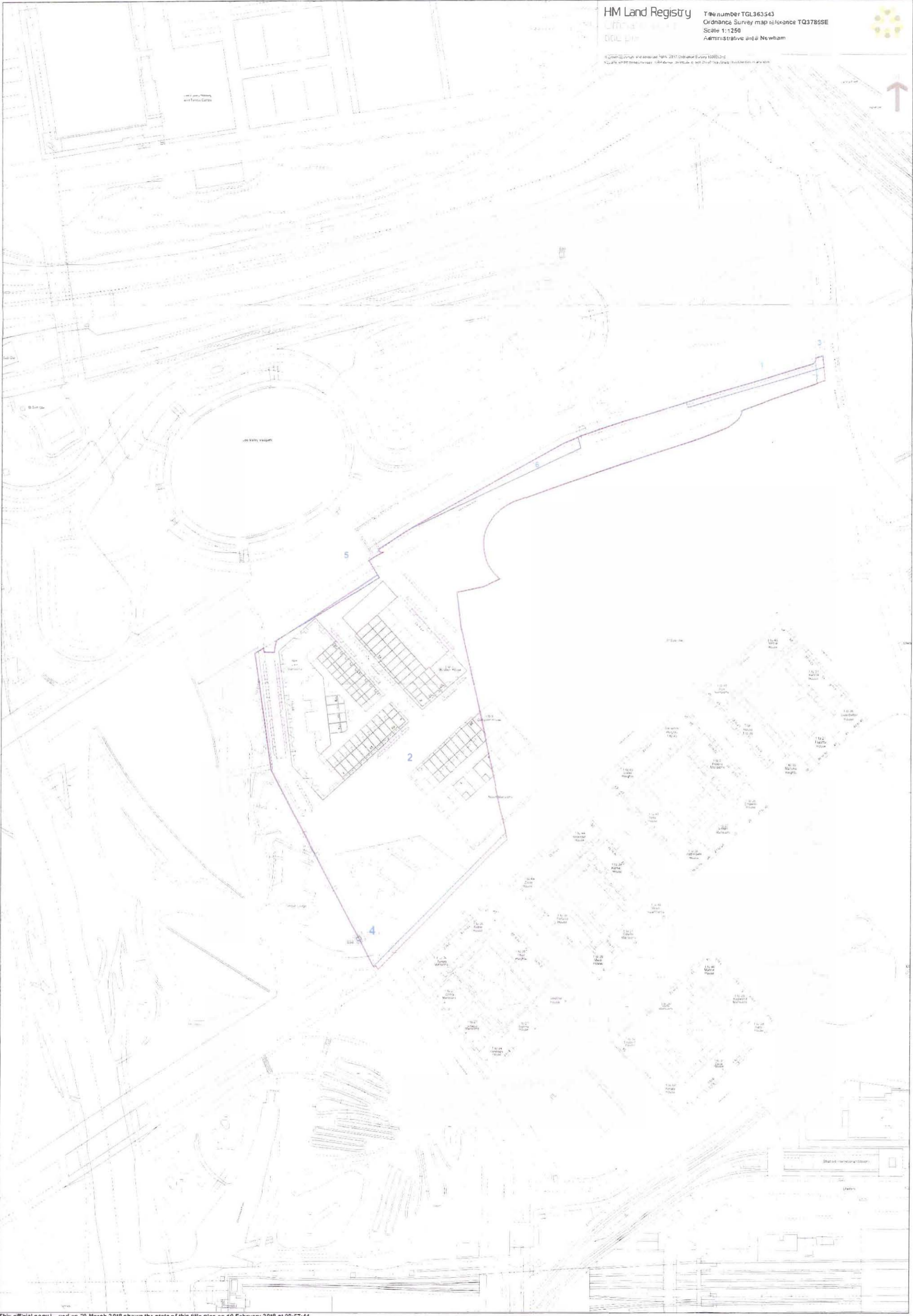
5-137

HM Land Registry

Title number TGL363543  
Ordnance Survey map reference TQ37855E  
Scale 1:1250  
Administrative area: Newham



Aerial photograph and aerial light 2017 Ordnance Survey 100002147  
The data on this map is derived from the Ordnance Survey MasterMap data



This official copy used on 20 March 2018 shows the state of this title plan on 19 February 2018 at 09:57:44.  
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.



**SCHEDULE 5**

**"Appendix 5"**



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NOTES

- KEY**
- LCS Planning Application Boundary
  - LCS Development Parcels
  - Area 'slotted out' pursuant to 17/00236/VAR

N

Client	OLYMPIC PARK LEGACY COMPANY		Drawing Title	LCS Development Parcel Plan 8106 Appendix 5	
Organization	AECOM		Scale/Date	1:2500	March 2018
Project Title	Legacy Communities Scheme		Status		
Drawing No.	LCS-DWG-ILL-PER-CON-GLB-013		Rev.	P02	



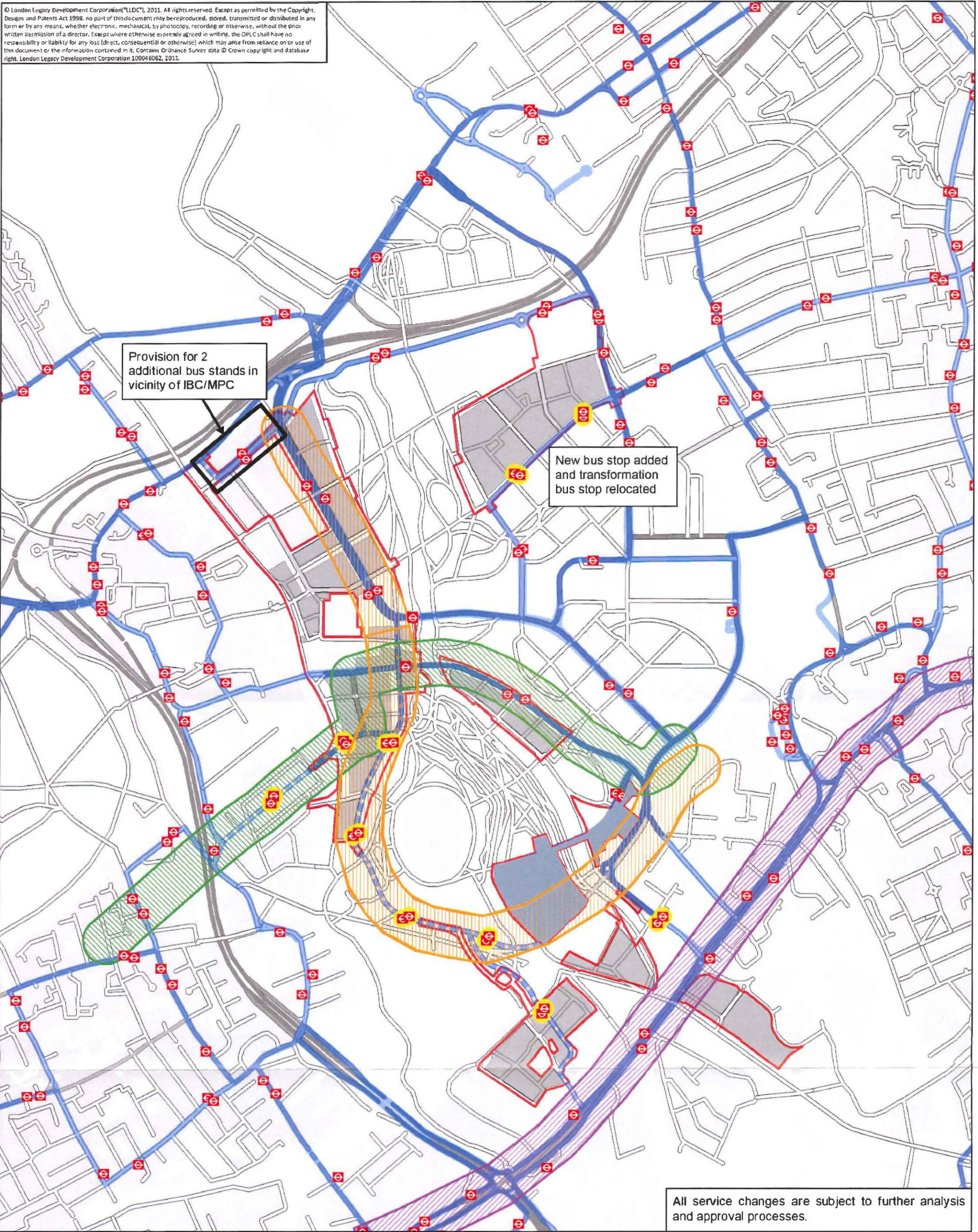
**SCHEDULE 6**

**"Appendix 8"**





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Provision for 2 additional bus stands in vicinity of IBC/MPC

New bus stop added and transformation bus stop relocated

All service changes are subject to further analysis and approval processes.

Rev	Description	Drn	Chk	Date
00	First Draft	CB	CB	07.09.2012
00	Issue	DM	CB	17.09.2012

Key	
	Indicative new stops in Legacy (+/- 50m)
	Stratford High Street East / West Corridor
	Stratford to South and West Park Corridor
	Stratford to Tower Hamlets via West Park Corridor
	Area 'slotted out' pursuant to 17/00236/NAR
	Roads used by buses in transformation
	Roads that could be used by buses
	LCS Planning Application Boundary
	Development Plots
	Existing or Transformation Bus Stops

Client			Drawing Title	Bus Enhancement Plan S106 Appendix 8	
Organisation			Scale (A3)	1:10,000	Date
Project Title	Legacy Communities Scheme		Status	ISSUE	
					Rev.
					Drg. No.

FILE REF: \\global\london\p\ig\ic\jobs\215000\215012 OLY Legacy Communities\Internal Project Data\4-09 GIS\WMS\01 Final Figures\5-11 Phase2 Bus Routes.mxd



**SCHEDULE 7**

**"Appendix 10"**



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PROPERTY BOUNDARY  
 EXISTING PROPOSED BOUNDARY  
 EXISTING PROPOSED BOUNDARY  
 LAND PROPOSED BOUNDARY

NOTES

KEY

- EXISTING/PROPOSED ROADS
- EXISTING/PROPOSED BOUNDARIES
- EXISTING/PROPOSED ALLEYS
- EXISTING/PROPOSED STREETS
- RESIDENTIAL/COMMERCIAL
- AREA SUBJECT TO PLANNING

PROPERTY BOUNDARY  
 EXISTING PROPOSED BOUNDARY  
 LAND PROPOSED BOUNDARY

Client: Olympic Park Legacy Company  
 Drawing Title: Primary and Secondary Roads  
 5100/April/11  
 Date: March 2011  
 Project Title: Legacy Communities Scheme  
 No. 10  
 10000892/01



**SCHEDULE 8**

**"Schedule 14"**





DATED

201[ ]

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [LOCAL PLANNING AUTHORITY]
- (2) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [OWNER]
- (3) TRANSPORT FOR LONDON

SUPPLEMENTAL DEED AND DEED OF VARIATION TO  
THE PLANNING OBLIGATION DATED 28 SEPTEMBER  
2012 FOR THE LEGACY COMMUNITIES SCHEME,  
QUEEN ELIZABETH OLYMPIC PARK  
relating to application 17/00236/VAR

made pursuant to section 106A of the Town and Country Planning  
Act 1990 and all other powers enabling

## CONTENTS

Clause		Page
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2	EFFECT OF THIS DEED	4
3	CONDITIONALITY	4
4	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	4
5	JURISDICTION AND LEGAL EFFECT	5
6	EXECUTION	5
7	VARIATION OF THE ORIGINAL AGREEMENT	5

**THIS AGREEMENT** is made on

201[ ]

**BETWEEN:**

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [LOCAL PLANNING AUTHORITY]<sup>1</sup> (the "LPA"); and
- (2) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [DEVELOPER]<sup>2</sup> (the "Developer").
- (3) **TRANSPORT FOR LONDON** of 55 Broadway, London SW1H 0BD ("TfL")

**RECITALS**

*Parties*

- (A) The London Legacy Development Corporation ("LLDC") is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in the Original Agreement are enforceable. Where in this Deed the LLDC is referred to in its capacity as the local planning authority, the LLDC is termed the "LPA".
- (B) The LLDC is also the freehold owner of the Developer's Land. Where in this Deed the LLDC is referred to in its capacity as freehold owner it is termed the "Owner".
- (C) [The Developer is the ([freehold/leasehold] owner of [\*\*] details of which are set out in Schedule 1 to this Deed.)]
- (D) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.

*Background*

- (E) The Olympic Park Legacy Company (OPLC) submitted the Planning Application to the Olympic Delivery Authority (as local planning authority) on 30 September 2011 for the legacy redevelopment of the Queen Elizabeth Olympic Park (defined in the Original Agreement as the "Development").
- (F) On 1 April 2012, the Secretary of State for Communities and Local Government created the London Legacy Development Corporation (LLDC) pursuant to the London Legacy Development Corporation (Establishment) Order 2012 as the successor organisation to the OPLC. LLDC took on responsibility for promoting the application submitted by the OPLC for the Development.
- (G) On 26 June 2012 the Olympic Delivery Authority (as local planning authority) resolved to grant the outline planning permission pursuant to the Planning Application for the Development subject to the completion of an agreement pursuant to Section 106 of the 1990 Act.
- (H) On 28 September 2012 the Olympic Delivery Authority (ODA), LLDC (as developer) and Transport for London entered into an agreement pursuant to Section 106 of the

<sup>1</sup> Insert details of successor LPA in the event the transfer of LLDC PPDT's planning powers to another entity triggers the entering into of this deed.

<sup>2</sup> Insert details of successor in title as appropriate

1990 Act in respect of the Planning Permission (the "**Original Agreement**") and the Planning Permission was granted.

- (I) On 1 October 2012 the Olympic Delivery Authority's planning functions and powers were transferred to the London Legacy Development Corporation and the London Legacy Development Corporation became the local planning authority for the Site for the purposes of Part 3 of the 1990 Act ("**PPDT**") with the effect that the local planning authority and the developer became the same legal entity. Because LLDC could not contract with itself, LLDC could not vary the Original Agreement if changes were required to be made to it while LLDC was both landowner and local planning authority.
- (J) The Original Agreement is drafted so that it attaches not only to development carried out under the planning permission as it was granted on 28 September 2012 ("the **Original Planning Permission**"), but also to development carried out pursuant to any variations to the Original Planning Permission, or planning permission for any development on the Developer's Land which is related to or carried out in substitution for development authorised under the Original Planning Permission.

#### *Applications*

- (K) On 6 June 2017 LLDC submitted to the LPA the Second S73 Application, along with the application for the UCLE Slot-In Permission.
- (L) If granted the Second S73 Application will have implications for the quantum of and timing of delivery of the mitigation measures secured in the Original Agreement. This Deed seeks to ensure that appropriate mitigation continues to be provided and that it is delivered at the appropriate time.
- (M) On 28 November 2017 the planning committee of the LPA resolved to grant the Second S73 Permission subject to agreeing the terms of this Deed and the completion of unilateral undertakings securing the terms of this Deed.

#### *The Unilateral Undertakings*

- (N) On the date that the Second S73 Permission was issued, LLDC was both the planning authority and landowner of the Developer's Land (excluding an interest in part of PDZ 6 which had already been granted to Chobham Manor LLP). As explained above for this reason LLDC could not complete this Deed.
- (O) To ensure that the provisions set out in Clause 7 of this Deed would nonetheless be legally binding, the Owner gave a unilateral undertaking to the LPA and TfL on [\*\*] to observe and perform the terms of the Original Agreement in relation to the Developer's Land as though it had been varied by this Deed ("**UU1**"). UU1 was given under section 106 of the 1990 Act and is binding on both the Owner's interests in the Developer's Land and on the interests in that land of any successors in title.
- (P) In return for UU1, the LPA and TfL gave a reciprocal undertaking on [\*\*] in which (conditional on the performance of the Original Agreement as deemed to be varied by this Deed) it was bound to only enforce the Original Agreement as though it had been effectively varied by this Deed ("**UU2**"). UU2 was given for the benefit of any owner of the Developer's Land from time to time.
- (Q) If LLDC's planning function is transferred to a successor organisation, it is expected that UU2 will be transferred to and binding on the successor local planning authority under a formal scheme of transfer.

- (R) UU1 and UU2 by themselves do not vary the Original Agreement. Instead, they are binding promises on the part of the owners of the Developer's Land and on the part of the local planning authority to treat the Original Agreement as though it had been varied in accordance with the terms of this Deed.

*Deed of Variation*

- (S) This Deed is drafted as a simple deed of variation to the Original Agreement to be made under section 106A of the 1990 Act. The variations are effected by Clause 7 of this Deed.
- (T) This Deed is not itself made under section 106. The reason for this is to simplify the process of any future variations to the Original Agreement. Should these become necessary, the intention is that they will be effected by varying just the Original Agreement (as already amended) and UU1 & UU2 without also having vary this Deed.
- (U) Notwithstanding the fact that this Deed is not itself made under section 106 of the 1990 Act, once completed the variations this Deed makes to the Original Agreement will be enforceable against the parties to this deed and their successors in title because of the binding nature of the Original Agreement described in Recital H above and because of the effect of UU1 described below.

*Role of this Deed*

- (V) UU1 requires at clause [4.3] certain persons acquiring title to all or any part of the Developer's Land to enter into this Deed. The purpose of this Deed (once completed) is to create certainty particularly as to how the local planning authority will manage the amended development. UU1 also requires the Developer at clause [4.6] to procure that the owners of certain leasehold interests granted prior to the date of UU1 enter into this Deed.
- (W) Because this Deed seeks to vary site-wide obligations, section 106A of the 1990 Act requires any party against whom such obligations are enforceable be a party to this Deed.
- (X) The LPA recognises that some interests affected by the amendments to be secured by this Deed may not be willing or able to be a party to this Deed. In these circumstances, the LPA considers that this Deed (incorporating appropriate amendments) need only be completed by the LPA (from time to time) and the third party required to enter into this Deed by Clauses 4.3 and 4.4 of UU1. As regards the amended site-wide obligations secured under UU1, other parties can rely on and enforce the LPA's and TfL's promises given for their benefit in UU2.
- (Y) For the avoidance of doubt, the LPA acknowledges that when completed, this Deed may include such further amendments to the Original Agreement (including amendments to these recitals and any of the terms of Clause 7 of this Deed) and such other terms as are appropriate and/or necessary to accommodate any further changes to the Original Planning Permission which the LPA (from time to time) approves.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

**"First S73 Permission"** means the permission granted pursuant to section 73 of the 1990 Act to amend the Original Planning Permission granted by the LLDC as LPA and given reference 14/00036/VAR;

**"Implementation"** means beginning of development authorised by a planning permission (or where Implementation or Implement is used in the context of part of the development implementation shall mean beginning of that part) as defined in section 56(4) of the 1990 Act and **"Implement"** and **"Implemented"** shall be construed accordingly;

**"Second S73 Application"** means the application with reference 17/00236/VAR to vary the First S73 Permission to reduce the quantum of development permitted;

**"Second S73 Permission"** means the approval issued pursuant to the Second S73 Application.

**"Original Agreement"** means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to Section 106 of the 1990 Act as the same may be varied from time to time prior to the date of this Deed;

**"UCL Slot-in Permission"** means planning permission for the UCL East development granted with reference 17/00235/OUT (including any replacement permission subsequently granted to carry out development in substitution for such development)

1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed save where the context otherwise dictates.

1.3 In this Deed:

1.3.1 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;

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

1.4 The Interpretation Act 1978 shall apply to this Deed.

1.5 The "Deed" includes the Schedules and Recitals to this Deed.

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

## 2. **EFFECT OF THIS DEED**

2.1 This Deed is made pursuant to:

2.1.1 section 106A of the 1990 Act; and

2.1.2 [sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.]<sup>3</sup>

2.2 Save as set out in Clause 7 below nothing in this Deed shall be construed as amending in any way the provisions of the Original Agreement and all provisions of the Original Agreement shall continue in full force and effect and nothing in this Deed shall otherwise release or absolve any party from its obligations under the Original Agreement.

### 3. **CONDITIONALITY**

Save where expressly provided for in this Deed this Deed is conditional upon and shall not take effect until the first to occur of the Implementation of the Second S73 Permission and the Implementation of the UCLE Slot-in Permission.

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

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

### 5. **JURISDICTION AND LEGAL EFFECT**

5.1 This Deed shall be governed by and interpreted in accordance with the law of England.

5.2 The provisions of this Deed (other than this Clause 5.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

### 6. **EXECUTION**

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

### 7. **VARIATION OF THE ORIGINAL AGREEMENT**

7.1 The Original Agreement is varied as follows:

7.1.1 in the manner shown at Schedule 2 with deletions struck through and additions underlined;

7.1.2 Appendix 1 of the Original Agreement is deleted and replaced with the Plan at Schedule 3;

7.1.3 Appendix 3 of the Original Agreement is deleted and replaced with the Plans at Schedule 4;

7.1.4 Appendix 4 of the Original Agreement is deleted;

7.1.5 Appendix 5 of the Original Agreement is deleted and replaced with the Plan at Schedule 5;

7.1.6 Appendix 8 of the Original Agreement is deleted and replaced with the Plan at Schedule 6;

---

<sup>3</sup> Amend with relevant local authority powers if LLDC is not a party to this Deed as the LPA

- 7.1.7 Appendix 10 of the Original Agreement is deleted and replaced with the Plan at Schedule 7;
- 7.1.8 Schedule 14 of the Original Agreement is deleted and is replaced with the document at Schedule 8.



**SCHEDULE 1**  
**Interests in the Site**

**SCHEDULE 2**

**The Original Agreement as varied**

**SCHEDULE 3**

**"Appendix 1"**

**SCHEDULE 4**

**"Appendix 3A"**

**"Appendix 3B"**

**SCHEDULE 5**

**"Appendix 5"**

**SCHEDULE 6**

**"Appendix 8"**

**SCHEDULE 7**

**"Appendix 10"**



**SCHEDULE 8**

**"Schedule 14"**

SIGNED as a Deed by )  
[Local Planning Authority] )  
in the presence of: )

Authorised Signatory

SIGNED as a Deed by )  
[Developer] )  
in the presence of: )

Authorised Signatory]

Executed as a Deed by affixing the common )  
seal of **Transport for London** )  
in the presence of: )

Authorised Signatory

SIGNED as a Deed by )  
[Local Planning Authority] )  
in the presence of: )

Authorised Signatory

SIGNED as a Deed by )  
[Developer] )  
in the presence of: )

Authorised Signatory]

Executed as a Deed by affixing the common )  
seal of **Transport for London** )  
in the presence of: )

Authorised Signatory



**Annex 2 – Enforcement Protocol**



## LONDON LEGACY DEVELOPMENT CORPORATION

### S106 ENFORCEMENT PROTOCOL

#### 1. INTRODUCTION

- In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT),<sup>1</sup> a directorate within LLDC which reports to LLDC's Board.
- From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- The effect of this is twofold:
  - obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC or by LLDC against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from LLDC nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
  - if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.

---

<sup>1</sup> In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

- This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s. 106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner<sup>2</sup> and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- In applying this protocol both LLDC and PPDT commit to act reasonably.

## 2. OPERATION OF S 106

- Notwithstanding the deeds made under s. 106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.
- In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
  - initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
  - if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.

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<sup>2</sup> This includes deeds made under s. 106 relating to land which has been transferred to LLDC



- In the event of non-compliance with a term of the relevant deed made under s. 106:
  - PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
  - If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
  - If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
  - If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute.
  - If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

### 3. **VARIATIONS TO S 106 AGREEMENTS / UNILATERAL UNDERTAKINGS**

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot be lawfully entered into as a bilateral agreement (a "Ghost Agreement"). A copy of the Ghost Agreement will be placed on PPDT's public planning file.

- Where appropriate, LLDC will bind itself (and its successors in title) by unilateral S106 undertaking to abide by the terms of the Ghost Agreement. In return for such an undertaking, PPDT will confirm by a reciprocal undertaking that it will only enforce the relevant Principal Agreement in a manner that is consistent with the Ghost Agreement. This reciprocal undertaking is intended to be binding on PPDT's successors in function.
- LLDC to ensure that any transfer to a third party of LLDC land against whom the Ghost Agreement could be enforced will be subject to a condition requiring completion of the Ghost Agreement by the transferee following completion of the land transfer.

### **Annex 1: Dispute Resolution Procedure**

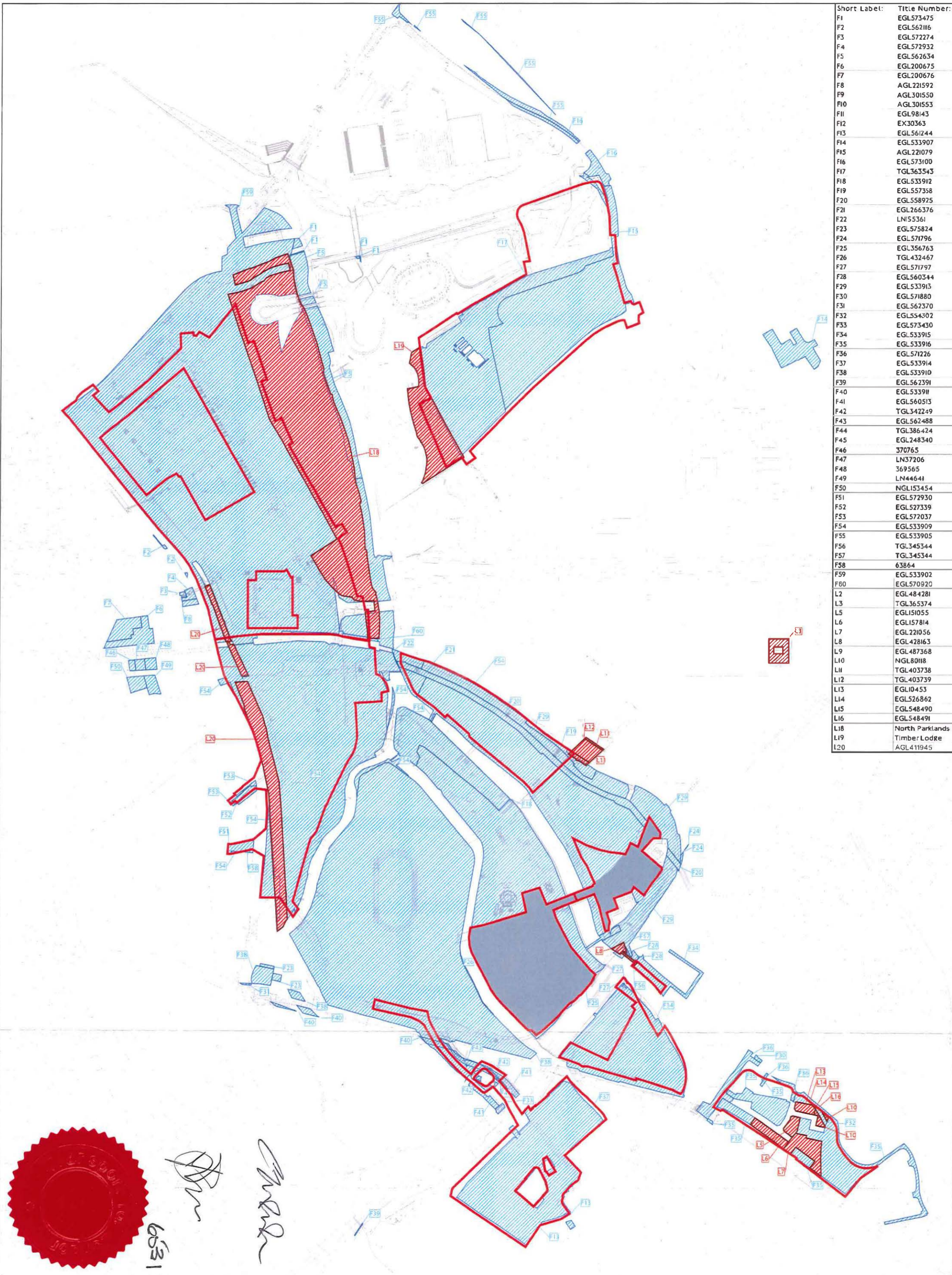
- 1) LLDC or PPDT may by serving notice on all the other (the "**Notice**") refer a dispute to an Expert for determination.
- 2) The Notice must specify:
  - a) the nature, basis and brief description of the dispute;
  - b) the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
  - c) the proposed Expert.
- 3) In the event that the parties are unable to agree who to appoint 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 paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
- 4) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded 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.
- 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 (or such longer period as is agreed in writing between the parties).
- 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.



**Annex 3 – Plans 1, 2 and 3**



Short Label:	Title Number:
F1	EGL573475
F2	EGL562116
F3	EGL572274
F4	EGL572932
F5	EGL562634
F6	EGL200675
F7	EGL200676
F8	AGL221592
F9	AGL301550
F10	AGL301553
F11	EGL98143
F12	EX30363
F13	EGL561244
F14	EGL533907
F15	AGL221079
F16	EGL573100
F17	TGL363543
F18	EGL533912
F19	EGL557358
F20	EGL558925
F21	EGL266376
F22	LN155361
F23	EGL575824
F24	EGL571796
F25	EGL356763
F26	TGL432467
F27	EGL571797
F28	EGL560344
F29	EGL533913
F30	EGL571880
F31	EGL562370
F32	EGL554302
F33	EGL573430
F34	EGL533915
F35	EGL533916
F36	EGL571226
F37	EGL533914
F38	EGL533910
F39	EGL562391
F40	EGL533911
F41	EGL560513
F42	TGL342249
F43	EGL562488
F44	TGL386424
F45	EGL248340
F46	370765
F47	LN37206
F48	369565
F49	LN44641
F50	NGL153454
F51	EGL572930
F52	EGL527339
F53	EGL572037
F54	EGL533909
F55	EGL533905
F56	TGL345344
F57	TGL345344
F58	63864
F59	EGL533902
F60	EGL570920
L2	EGL484281
L3	TGL365374
L5	EGL151055
L6	EGL157814
L7	EGL221056
L8	EGL428163
L9	EGL487368
L10	NGL80118
L11	TGL403738
L12	TGL403739
L13	EGL10453
L14	EGL526862
L15	EGL548490
L16	EGL548491
L18	North Parklands
L19	Timber Lodge
L20	AGL411945



*[Handwritten signatures]*

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NOTES	KEY	LAND REGISTRY TENURE TYPE	N	Client <b>OLYMPIC PARK LEGACY COMPANY</b> Organisation <b>AECOM</b> Project Title <b>Legacy Communities Scheme</b>	Drawing Title <b>s106 Appendix Plan Showing the Developer's Land</b> Scale (A0) 1:2500 Date April 2018 Drawing No. LCS-DWG-s106-RT Rev P03
	[Red Outline] LCS Planning Application Boundary [Blue Hatched] Area 'slotted out' pursuant to 17/00236/VAR	[Blue Hatched] Freehold [Red Hatched] Leasehold			





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NOTES

- KEY
- LCS Planning Application Boundary
  - Planning Delivery Zone

Client: OLYMPIC PARK LEGACY COMPANY  
 Organisation: **AECOM**  
 Project Title: Legacy Communities Scheme

Drawing Title: Planning Application Boundary Plan	
Scale: (ANSI) 1:2500	Date: September 2011
Status: For Approval	
Drawing No: LCS-DWG-APP-RED-FAR-GLB-001	Rev: 001

Plan 2



6137

HM Land Registry  
Official copy of  
title plan

Title number TGL363543  
Ordnance Survey map reference TQ37858E  
Scale 1:1250  
Administrative area Newham



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This is an official copy of the title plan. It is not a substitute for a site visit.



*Handwritten signatures and initials*  
6531

This official copy issued on 20 March 2018 shows the state of this title plan on 19 February 2018 at 09:57:44.  
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.

plan 3



**Annex 4 - Existing variations to the Original Agreement**

<b>Planning permission / approval / reserved matters reference number</b>	<b>Date of unilateral undertakings</b>	<b>Summary of Variations to the Original Agreement</b>	<b>Date of Bilateral Deed of Variation</b>
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule	At the date hereof not yet entered into
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School	At the date hereof not yet entered into
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School	At the date hereof not yet entered into
16/00035/FUL and 16/00197/NMA	27 January 2017	Variation in relation to the Secondary School	At the date hereof not yet entered into