

[REDACTED]

From: [REDACTED]@freeths.co.uk>
Sent: 04 October 2023 18:12
To: [REDACTED]
Subject: Greenwich Square DOV
Attachments: Greenwich Square_s106.part1_2018.pdf; s106.part2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

****EXTERNAL****

[REDACTED]

I am instructed in relation to drafting a DOV to vary the Greenwich Square s.106 as varied (both attached). My instructions are the variations are as follows, please confirm your client agrees:

- *Variation to Annex B to include a new paragraph 8 adding in details on entering into a section 38 legal agreement for the Council to adopt Hawthorne Crescent and Hazel Lane as public highway and pay a commuted sum for the future maintenance of the adopted highway*
- *Variation to Annex G - Delete obligation to offer and accept a lease and for the Council to maintain pursuant to the lease (obligations on owner to maintain and keep open etc to remain). Obligation on the owner to maintain and keep open the public realm to remain and replace Public Realm Plan*
- *Replace plan 1 and 2 attached the original s.106 to remove the infill area on Calvert Road*

If the above is correct please:

- Provide up to date title
- Undertaking for £4,000 no VAT whether or not this matters proceeds to completion

Regards

[REDACTED]
[REDACTED]
Managing Associate

FREETHS



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DATED *12 November* 2018

MACE DEVELOPMENTS (GREENWICH) LTD

AND

GLA LAND AND PROPERTY LIMITED

AND

LONDON & QUADRANT HOUSING TRUST

AND

THE ROYAL BOROUGH OF GREENWICH

DEED OF PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990

**Re: Former Greenwich District Hospital Site London SE10 - known as the Heart of East
Greenwich**

Legal Services
Chief Executive's Department
Royal Borough of Greenwich
4th Floor, The Woolwich Centre
35 Wellington Street
Woolwich
London SE18 6HQ

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DATED

12 November

2018

PARTIES

- (1) **MACE DEVELOPMENTS (GREENWICH) LTD** (company registration number 06987720 whose registered office is at 155 Moorgate, London, England, EC2M 6XB (hereinafter called the "**Developer**") for the first part;
- (2) **GLA LAND AND PROPERTY LIMITED** (company registration number 07911046) of Windsor House, 42-50 Victoria Street, London, SW1H 0TL (hereinafter called the "**GLA**") of the second part;
- (3) **LONDON & QUADRANT HOUSING TRUST** a registered society as defined in Section 1(1) of the Co-operative and Community Benefit Societies Act 2014 with registered number 30441R of 29-35 West Ham Lane, Stratford, London E15 4PH (hereinafter called the "**L&Q**") of the third part; and
- (4) **THE ROYAL BOROUGH OF GREENWICH** of Town Hall Wellington Street Woolwich London SE18 6PW ("**the Council**") (which expression shall include any successor local planning authority exercising planning powers under the Act) of the fourth part.

INTRODUCTION

- A The GLA holds the freehold interest in the Land registered with freehold Title Absolute at the Land Registry under Title Numbers TGL249007, TGL196230 and SGL123769.
- B The Developer has leasehold interests in part of the Land registered at the Land Registry under Title Number TGL369613 and TGL423477.
- C L&Q holds leasehold interests in parts of the Land registered with leasehold at the Land Registry under Title Numbers TGL387944, TGL390411, TGL387945, TGL390414, TGL377553, TGL392357, TGL392365, TGL392364, TGL392361, TGL393883 and TGL450614.
- D The part of the Land registered under Title Number SGL123769 which is required for highway purposes only is still registered as being owned by the Greater London Council. Title in this Land has now devolved from the Greater London Authority to the London Residuary Body by the Local Government Act 1985 then from the London Residuary Body to the London Borough of Greenwich by Article 4(l)(f) of the London Residuary Body (Transfer of Property etc.) Order 1990.
- E The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and holds the freehold interest to part of the Land with freehold Title Absolute under Title Numbers: SGL96451 and SGL209775.
- F The above freehold interests represent the ownership of the site at the Former Greenwich District Hospital Vanburgh Hill SE10 9HE ("the Land") the boundaries of which are delineated for the purposes of identification only edged red on Plan 1 and form part of the Land.
- G On 31 March 2009 a Section 106 Agreement made between (1) First Base (East Greenwich Residential) Land Limited; (2) HCA; (3) PCA; and (4) the Council was completed ("the S106 Agreement") and the Council granted the Planning Permission.
- H First Base (East Greenwich Residential) Land Limited was a party to the S106 Agreement but no longer has any interest in the Land. The covenants of First Base (defined as the Developer within the S106 Agreement) reverted to HCA and the consent of First Base is

not required in respect of the modifications to the S106 Agreement dated 30 March 2012 pursuant to a meeting of the Planning Board on 20 December 2011 to modify obligations relating to affordable housing, biomass fuel and carbon emissions ("Modification Agreement").

- I Following entry into the Modification Agreement, the HCA's functions (including those relating to land) were transferred to the GLA pursuant to the Localism Act 2013; primary care trusts were abolished on 31 March 2013 as part of the Health and Social Care Act 2012, and the PCT's functions were taken over by the NHS Greenwich Clinical Commissioning Group. The NHS Greenwich Clinical Commissioning Group no longer has an interest in the Land.
- J On 26 June 2016 the Developer made an application to make a minor material amendment to vary the Planning Permission pursuant to section 73 of the Act.
- K The Council resolved at a meeting of the Council's Planning Board on 5 April 2017 to grant permission pursuant to the Section 73 Application subject to entry into a deed of modification to apply the obligations set out in the S106 Agreement (as subsequently amended) to the new permission and to amend certain obligations
- L The parties have agreed that it is appropriate to take the opportunity to consolidate the planning obligations applicable to the Development.
- M The effect of this Agreement is to apply the planning obligations set out in the S106 Agreement as subsequently amended in the Modification Agreement to the Development together with certain other amendments to the terms of the S106 Agreement as agreed between the parties through completion of this Agreement.
- N Upon entering into this deed the parties agree that the S106 Agreement together with the Modification Agreement shall cease to have effect with regard to the Land.
- O The parties agree that obligations set out in the Sixth Schedule of this Deed have already been complied with in whole or in part.

OPERATIVE PROVISIONS

1. GENERAL DEFINITIONS AND INTERPRETATIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Act" shall mean the Town and Country Planning Act 1990

"Affordable Housing" shall mean residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or families on low incomes or in low paid employment

"Affordable Housing Parking Spaces" shall mean 82 permanent parking spaces to be laid out by the Developer for the parking of vehicles of occupiers of the Affordable Housing Units or, pending completion of such permanent parking spaces, alternative temporary car parking facilities to be delivered in accordance with the Car Parking Management Plan

"Affordable Housing Rental Units" shall mean a total of 170 Affordable Housing Rental Units for rent to be provided by the Developer on the Land to the Agreed Mix including the provision of 15 wheelchair units in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief

"Affordable Housing Units" shall mean (subject to the terms of this Agreement) the Affordable Housing Rental Units and the Intermediate Housing Units in locations substantially in accordance with such plans which are to be agreed between the Developer and the Council

"Affordable Housing Units Price" shall mean the price to be paid to the Developer by the nominated Registered Provider as consideration in respect of the Affordable Housing Rental Units (which shall include the cost of 82 Affordable Housing Parking Spaces transferred to the Registered Provider in accordance with the terms of this Agreement) inclusive of Public Subsidy less On Costs

"Agreed Mix" shall mean the agreed mix of tenure and unit types of Affordable Housing Rental Units and Intermediate Housing Units as described in Appendix A to Annex A

"Annex A" shall mean Annex A to the Third Schedule of this Agreement

"Annex B" shall mean Annex B to the Third Schedule of this Agreement

"Annex C" shall mean Annex C to the Third Schedule of this Agreement

"Annex D" shall mean Annex D to the Third Schedule of this Agreement

"Annex E" shall mean Annex E to the Third Schedule of this Agreement

"Annex F" shall mean Annex F to the Third Schedule of this Agreement

"Annex G" shall mean Annex G to the Third Schedule of this Agreement

"Annex H" shall mean Annex H to the Third Schedule of this Agreement

"Annex I" shall mean Annex I to the Third Schedule of this Agreement

"Annex J" shall mean Annex J to the Third Schedule of this Agreement

"Annex K" shall mean Annex K to the Third Schedule of this Agreement

"Annex L" shall mean Annex L to the Third Schedule of this Agreement

"Baxter Indexation" shall mean indexation by reference to the price adjustment formulae for construction contracts produced by the Department for Business Enterprise and Regulatory Reform or by any other Department, Ministry or other body upon which the duties in connection with such index exists or any index that from time to time replaces the same or the nearest equivalent thereto to be agreed between the parties hereto

"Block 1" shall mean that part of the Development marked "Block 1" on Plan 2

"Block 2" shall mean that part of the Development marked "Block 2" on Plan 2

"Block 3" shall mean that part of the Development marked "Block 3" on Plan 2

"Block 4" shall mean that part of the Development marked "Block 4" on Plan 2

"Block 5" shall mean that part of the Development marked "Block 5" on Plan 2

"BREEAM" shall mean the Building Research Establishment Environmental Assessment Method

"BCIS Indexation" shall mean indexation by reference to the Royal Institution of Chartered Surveyors (RICS) Building Cost Information Service "All in Tender" Index or any index that from time to time replaces the same or the nearest equivalent thereto to be agreed between the parties hereto

"Business Day" shall mean a day other than a Saturday or Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive

"Car Club" shall mean a car club to be operated within the Development in order to encourage car sharing and to enable Occupiers of Dwellings to have access to a car on a short term basis as and when required subject to availability

"Car Club Operator" shall mean the organisation promoting and operating the Car Club

"Car Club Parking Spaces" shall mean up to eight on-street car parking spaces to be provided within the Development and reserved for the Car Club subject to agreement with the Car Club

Operator in accordance with paragraph 2 of Annex B unless otherwise agreed in writing by the Council

"Car Parking Management Plan" shall mean a plan detailing initiatives for the management of car parking in the Development which shall include the matters set out in:

- (a) paragraph 8.2 in Annex A to the Third Schedule (Affordable Housing) (as modified by the Modification Agreement) to this Agreement
- (b) paragraph 4.2 and 4.3 of Annex B (Transport) to the Third Schedule to this Agreement; and
- (c) the matters set out at Appendix B of Annex B (Car Parking Management Plan) to the Third Schedule to this Agreement

"CCG Facility" shall mean a health facility in the Greenwich Centre with an approximate total gross internal floor area of 1968m²

"CCG Land" shall mean that part of the Land referred to in Recital C

"CHP Plant" shall mean the Combined Heat and Power (CHP) Plant to be provided by the Developer that provides communal heating to the residential homes and retail and community uses (including for the avoidance of doubt the Greenwich Centre) which shall be provided as a gas fired CHP plant (or such other form as may be agreed with the Council)

"Community Facilities" shall mean a range of services that exist for the purpose of the general amenity for the local community including civic offices, community centres, libraries, a crèche, family centres of adult learning facilities and any other community facility or service that will benefit the local community and shall be affordable to all sections of the community

"Construction Charter" shall mean the construction charter based on the Code of Practice set out in Appendix A to Annex L

"Contribution(s)" shall mean the financial contributions individually and collectively referred to in this Agreement

"CPI Indexation" shall mean Consumer Price Index published by the Office for National Statistics or, if that index ceases for any reason to be published in the United Kingdom, such other index issued or caused to be issued from time to time by the Government as may commonly be used in place of that index or the nearest equivalent thereto to be agreed between the parties hereto

"Cultural Strategy" shall mean the Council's plan for a range of arts based events and services that are organised for the community.

"Development" shall mean the development of the Land by the Developer as set out in the Planning Application and permitted by the Planning Permission

"Director" shall mean the Director of Regeneration Enterprise and Skills for the time being of the Council or such other officer of the Council as it may notify to the Developer in writing

"Disposable Income" shall mean the net salary following statutory deductions of tax and national insurance

"Dwelling" shall mean a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission

"Education Provisions" shall mean together the Contribution towards early years education the Contribution towards nursery education the Contribution towards primary school education the Contribution towards secondary education and the Contribution towards post 16 education as detailed in Annex D

"Emergency Services" shall mean services provided by police and fire services

"End Users" shall mean the first Occupiers of the constituent parts of the Development

"Environmental Health" shall mean the theory and practice of assessing and controlling factors in the environment that can potentially affect health

"Expert" shall mean the expert appointed pursuant to clause(s) 10.1 to 10.3 of this Agreement

"First Occupation Date" shall mean the date that the first Dwelling constructed pursuant to the Planning Permission is Occupied for residential purposes

"GLA Capital Funding Guide Eligibility Criteria" means the eligibility criteria as set out in Section 4 of the GLA Capital Funding Guide as amended supplemented or replaced from time to time

"GLLaB" shall mean the Greenwich Local Labour and Business Scheme in operation at the date of this Agreement

"Greenwich Centre" shall mean the space within Block 1 which is to be used for the purposes of the CCG Facility the On-Site Community Facilities and the On-Site Sports and Leisure Facilities as identified for illustrative purposes only coloured pale blue on Plan 2

"Greenwich Centre Parking Spaces" shall mean a total of 25 parking spaces to be provided on the Site by the Developer for the parking of vehicles associated with the Greenwich Centre (23 of which parking spaces to be allocated free of charge (other than proper and reasonable annual maintenance charges) to the CCG to be used in conjunction with the CCG Facility and 2 of which to be allocated to the Council) subject to the Occupation of the Greenwich Centre for On-Site Community Facilities On-Site Sports and Leisure Facilities and the CCG Facility in accordance with the terms of this Agreement and unless otherwise agreed with the Council

"Greenwich Neighbourhood Services Wheelchair Unit Site Brief" shall mean the document produced by the Council entitled Wheelchair Site Brief 2012

"Implementation Date" shall mean the date that the Planning Permission is Implemented

"Implement" **"Implemented"** and **"Implementation"** shall mean the carrying out of a material operation as defined in section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:

- (a) site preparation works
- (b) archaeological investigations
- (c) site investigation works (including environmental investigations)
- (d) works of demolition and
- (e) the erection of fencing and hoardings

"Intermediate Housing" shall mean Affordable Housing to be provided in accordance with the current guidance and standards published from time to time by HCA (or successor body) or such other form(s) of intermediate housing as may be agreed between the Council HCA and the Developer

"Intermediate Housing Units" shall mean the 144 units of Intermediate Housing to be provided on the Land to the Agreed Mix in accordance with the terms of this Agreement

"Intermediate Housing Units Marketing Plan" shall mean a plan to market the Intermediate Housing Units to households in accordance with the GLA Capital Funding Guide Eligibility Criteria

"the Land" shall mean the land the boundaries of which are delineated for purposes of identification only edged red on the Plan 1

"Lettings Plan" shall mean a plan for the letting of Affordable Housing Rental Units to be agreed between the Council and the Registered Provider

"Local Business" shall mean businesses whose established place of business is in the London Borough of Greenwich

"Local People" shall mean persons whose principal or only home is in the London Borough of Greenwich

"London Plan" shall mean the Mayor of London's Spatial Development Strategy March 2016 (consolidated with alterations since 2011)

"Low Emission Transport Scheme" or "LETS" shall mean the strategy at Appendix A to Annex B which seeks by a variety of means to prohibit the most polluting vehicles within the Development and to encourage educate and advise the Occupiers of the Dwellings with regard to low emission standards for private motor vehicles such strategy to identify methods of reducing emissions which shall include use of public transport and measures to encourage Occupiers to purchase private motor vehicles that meet low emissions standards

"Low Emission Transport Scheme Controls" shall mean the controls and method of enforcement of the LETS set out in Appendix A to Annex B to be applied by the Developer within the Land

"Modification Agreement" shall mean the deed of agreement made under Section 106A of the Act between (1) The Homes and Communities Agency; (2) Greenwich Teaching Primary Care Trust and (3) The Royal Borough of Greenwich dated 30 March 2012 and completed pursuant to the resolution of the Council's Planning Board dated 20 December 2011 to agree to the modification of the S106 Agreement a copy of which is annexed to this Deed at Appendix 2

"Nomination Arrangements" shall mean the procedure through which the Council and the Registered Provider nominate occupiers of the Affordable Housing Rental Units as agreed with the Council

"Occupation", "Occupied" and "Occupy" shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupiers" shall be construed accordingly

"On Costs" shall have the same meaning as that described by HCA (or any successor authority)

"On-Site Community Facilities" shall mean a range of Community Facilities within the Greenwich Centre which facilities exist for the purpose of the general amenity for the local community

"On-Site Sports and Leisure Facilities" shall mean a range of sports and leisure facilities within the Greenwich Centre which facilities exist for the purpose of the general amenity for the local community

"Phase" shall mean each or any of the phases detailed in the Phasing Plan or other phasing as may be agreed between the Council and the Developer

"Phasing Plan" shall mean a plan to be submitted by the Developer to the Council prior to the Implementation Date setting out the proposed phasing of the Development

"Plan 1" shall mean the plan attached to the First Schedule of this Agreement and labelled "Plan 1"

"Plan 2" shall mean the plan attached to the First Schedule of this Agreement and labelled "Plan 2"

"Planning Application" shall mean the application for planning permission dated 14 March 2008 submitted to the Council for the Development and allocated reference number 08/0688/F described as the redevelopment for mixed-use purposes comprising residential (Class C3); a community building (Class D1/D2); retail (Class A1/A3/A3); a flexible retail/microbrewery (Class A1/A2/A3/sui generis); and creative industry uses (Class B1), creation of new open space, alterations and additions to the existing highway arrangements and new pedestrian routes, together with associated works including landscaping and the provision of parking, services and plant areas

"Planning Permission" means the planning permission dated 31 March 2009 granted by the Council in relation to the Development under the Council's reference number 08/0688/F as amended by the Section 73 Application

"Play Equipment" shall mean equipment to facilitate active safe children's play

"Practical Completion" shall mean the date that (a) in respect of a building or the whole Development (as the case may be) a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development and (b) in respect of an individual Dwelling an NHBC cover note (or equivalent) is issued and "Practically Completed" shall be construed accordingly;

"Private Residential Units" shall mean Dwellings within the Development which are not Affordable Housing Units

"Private Residential Parking Spaces" shall mean 83 parking spaces to be laid out by the Developer for the parking of vehicles of Occupiers of Private Residential Units

"Public Art" shall mean either a permanent or temporary physical work of art visible to the general public, whether part of a building or free standing and shall include but not be limited to sculpture, lighting effects, street furniture, paving, railings and signs

"Public Realm" shall mean those parts of the urban area which are available for everyone to use as identified on the plan at Appendix A to Annex G

"Public Safety" shall mean any measure that seeks to combat crime and the fear of crime such as CCTV, street lighting, and neighbourhood warden schemes

"Registered Provider" shall mean London & Quadrant Housing Trust or another provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and which is registered by the HCA pursuant to section 3 of the Housing and Regeneration Act 2008 nominated as a registered provider for the purposes of this Agreement by the Council in agreement with the Developer from the list of Registered Providers at Appendix B to Annex A or as otherwise agreed between the Council and the Developer and approved by the Council

"Remediation" shall mean the doing of any works hereafter, the carrying out of any works hereafter, or the taking of any steps hereafter, for the purpose of preventing or minimising or remedying or mitigating the effects of any significant harm or any pollution of controlled waters and rendering the land suitable for its intended end use. Remediation includes anything for the purpose of assessing, monitoring, or investigating the condition of the land in question, any controlled waters affected by that land or any land adjoining or adjacent to that land

"Regulator" shall mean the Homes and Communities Agency also known as the Regulator of Social Housing being the organisation empowered to regulate Registered Providers under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Regulator of Social Housing

"RP Contract" shall mean a contract or contracts between the Developer and the Registered Provider providing for the grant of a lease or leases of a term no less than 125 years over the Affordable Housing Rental Units and the Intermediate Housing Units transferred to the Registered Provider in accordance with the terms of this Agreement

"Section 73 Application" shall mean the planning application for a minor material amendment to the Planning Permission submitted to the Council on 26 June 2016 (reference 16/2591/MA)

"S106 Agreement" means the Section 106 Agreement dated 31 March 2009 entered into by (1) First Base (East Greenwich Residential) Land Limited (2) The Homes and Communities Agency (3) Greenwich Teaching Primary Care Trust and (4) The Mayor and Burgesses of the London Borough of Greenwich in relation to the Land a copy of which is annexed to this Deed at Appendix 2

"Service Charges" shall mean the charges for services including estate charges provided in respect of the use and occupation of the Affordable Housing Units to be agreed between the Council, the Developer and the Registered Provider

"Serviced Condition" shall mean

- (a) in relation to the land upon which the Affordable Housing Units are to be built, the Remediation of the said land to a standard fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary of such land in accordance with a scheme that the Developer shall submit to the Council for its approval, to be necessary and adequate so as to enable the said land to be developed for Affordable Housing
- (b) in relation to the land upon which the Greenwich Centre is to be built (and subject to the terms of this Agreement), the Remediation of the said land to a standard fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary of such land in accordance with a scheme that the Developer shall submit to the Council for its approval, to be necessary and adequate so as to enable the said land to be developed for use as the Greenwich Centre

"Social Services" shall include but not be limited to the following range of services provided by the Council and the independent sector: care at home in day centres or by way of residential nursing homes; provision of meals on wheels to the elderly; home help for people with disabilities and fostering services;

"Social Rent" means rent calculated in accordance with the current legislation and guidance and not to exceed rent levels required by the Regulator;

"the Site" shall mean the Land which is to be developed in accordance with the Planning Permission

"Travel Plan" shall mean the plan detailing travel initiatives approved by the Council pursuant to application reference 13/3012/SD

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.5 Headings contained in this Agreement 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 this Agreement to which they relate.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders,

plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 and S106A of the Act. Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling
- 3.2 Subject to clauses 3.3, 9.7 9.8,9.9 and 9.10 the covenants, restrictions and requirements imposed upon the Developer under this Agreement create planning obligations pursuant to Section 106 of the Act and shall be binding on the Land and are enforceable by the Council as local planning authority not only against the Developer but also against any person deriving title from the Developer in respect of the Land as provided by Section 106 of the Act and any persons claiming through or under it.
- 3.3 Subject to clauses 9.7, 9.9 and 9.10 of this Agreement the covenants, restrictions and requirements imposed upon the Registered Provider with a legal interest in the Affordable Housing Units pursuant to Section 106 of the Act shall be limited to those covenants set out in paragraphs 3, 4 and 5 of Annex A to the Third Schedule of this Agreement and no other covenants, restriction and requirement under this Agreement shall be binding on the Affordable Housing Units or enforceable against the Registered Provider by the Council as local planning authority.
- 3.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority and its rights powers duties and obligations under all public and private statutes, bylaws and regulations may be fully and entirely exercised as if the Council were not a party to this Agreement.

4. CONDITIONALITY

- 4.1 Subject to clause 4.2 below and save for the provisions set forth in paragraph 1 of Annex K (legal costs) which shall come into effect immediately upon completion of this Agreement, this Agreement is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Implementation of the Planning Permission

PROVIDED THAT nothing shall absolve the Developer from complying with the obligations made under this Agreement in relation to the Development or part of it which need to be complied with prior to the Implementation of the same.

- 4.2 On Implementation of the Planning Permission the S106 Agreement and the Modification Agreement shall cease to have effect and the Development will be subject to the obligations contained in this Agreement

5. THE DEVELOPER'S COVENANTS

- 5.1 Subject to clause 19 of and the Sixth Schedule to this Agreement, the Developer covenants with the Council as set out in the Third Schedule to this Agreement.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Developer as set out in the Fourth Schedule to this Agreement.

7. GLA COVENANTS

- 7.1 GLA covenants with the Council and the Developer as set out in the Fifth Schedule to this Agreement.

- 7.2 GLA acknowledges the obligations placed on the Developer in the Third Schedule to this Agreement and agrees that the Developer should perform its obligations.

8. L&Q COVENANTS

- 8.1 Subject to clause 19 and the Sixth Schedule to this Agreement, L&Q covenants with the Council that in respect of the Affordable Housing Units comprised in title numbers TGL387944, TGL390411, TGL387945, TGL390414, TGL377553, TGL392357, TGL392365, TGL392364, TGL392361, TGL393883 and TGL450614, L&Q will perform the obligations set out in paragraphs 4 and 5 Annex A of the Third Schedule to this Agreement.

9. MISCELLANEOUS

- 9.1 Any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 9.2 This Agreement shall be registerable as a local land charge by the Council.
- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, approval, consent or expression of satisfaction shall be given on behalf of the Council by the Director; and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.4 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 9.5 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 9.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Implementation of the Development. This clause shall not apply if the Planning Permission is subsequently re-instated.
- 9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.8 This Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 9.9 Subject to clause 9.10, this Agreement shall not be binding and enforceable against any mortgagee or chargee or a receiver (including an administrative receiver) appointed by a mortgagee or chargee or any other person appointed under any security documentation from time to time which shall have the benefit of a mortgage or charge of the Site or any part thereof unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof or any administrator (howsoever appointed) including a housing administrator (each a Receiver) or any persons or bodies deriving title through them to which such mortgagee or chargee relates.
- 9.10 The provisions of Annex A of the Third Schedule of this Agreement shall not be binding or enforceable against any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or

any administrator (howsoever appointed) including a housing administrator (each a Receiver) and any person or body who shall derive title directly or indirectly from such mortgagee or chargee or Receiver PROVIDED ALWAYS THAT the mortgagee or chargee or Receiver appointed by the mortgagee or chargee shall first have notified the Council that it wishes to exercise its statutory power of sale and within 20 days of such notification the mortgagee or chargee or Receiver, having used reasonable endeavours, shall have been unable to enter into a contract for sale of the Affordable Housing Units to a Registered Provider for a consideration not less than the amount due and outstanding under the terms of the mortgage or charge including all accrued principal monies, interest, costs and expenses

- 9.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 9.12 The Council is not seeking a contribution towards intermediate care provision at the health centre in respect of the Development.
- 9.13 The Council is not seeking a contribution towards affordable business space in respect of the Development.

10. APPOINTMENT OF EXPERT

- 10.1 In the event of any dispute to be determined by an expert in accordance with the terms of this Agreement the matter shall be referred to an expert being an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties hereto ("the Expert") or failing agreement at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert so appointed shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties and whose costs shall be in his award.
- 10.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days from the date of his appointment to act.
- 10.3 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within ten Business Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within twenty-eight days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

11. WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

13. INDEXATION

- 13.1 The financial contributions referred to in Annex B (Transport) shall be subject to Baxter Indexation from the date of the Planning Permission to the date that such sum shall become due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said Baxter Indexation to the date that such sum becomes due or payable.
- 13.2 The financial contributions referred to in Annex D and Annex E (Employment and Training and Social Services) shall be subject to BCIS Indexation from the date of the Planning Permission to the date that such sum becomes due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said BCIS Indexation to the date that such sum becomes due or payable.
- 13.3 Subject to clauses 13.1 and 13.2 all other financial contributions referred to in this Agreement (whether the same is or is not described as index-linked) shall unless stated otherwise be subject to RPI Indexation from the date of the Planning Permission to the date that such sum becomes due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said RPI Indexation to the date that such sum becomes due or payable.

14. LATE PAYMENT

If any payment due under this Agreement is paid late, interest will be payable from the date payment is due to the date of payment at 4% above the Lloyds Bank base rate from time to time.

15. FINANCIAL PAYMENTS

All financial payments payable by the Developer to the Council under this Agreement are to be sent by cheque made payable to "The Royal Borough of Greenwich" and sent (apart from the Council's legal and professional costs) to the Directorate of Regeneration, Enterprise and Skills. The Council's professional legal costs shall be sent to Legal Services, 4th Floor, The Woolwich Centre, 35 Wellington Street, Woolwich SE18 6HQ.

16. NOTIFICATION

The Developer covenants with the Council that it shall give notice to the Council of the commencement and completion of any dates referred to in this Agreement including:-

- (i) Implementation Date
- (ii) Completion date of each Phase
- (iii) Occupation of the first Dwelling
- (iv) Any other obligations to notify the Council as referred to in this Deed
- (v) Any leases that are entered into in accordance with Recital I of this Deed

17. INDEMNITY

- 17.1 The Developer covenants with GLA that it shall indemnify GLA from and against any claims demands proceedings damage losses costs expenses payments and/or other liability arising as a result of GLA being a party to this Agreement and made against them in connection with any requirement or covenant contained in this Agreement with the exception of and subject to those covenants given directly by GLA as set out in the Fifth Schedule to this Agreement PROVIDED THAT the Developer shall not be liable for any claims demands proceedings damages losses costs expenses payments and/or other liability that are due to or attributable to any acts omissions or the negligence of GLA.
- 17.2 The Developer covenants with L&Q that it shall indemnify L&Q from and against any claims demands proceedings damages losses costs expenses payments and/or other liability arising as a result of L&Q being a party to this Agreement and made against them in connection with any requirement or covenants contained in this Agreement with the

exception and subject to those covenants given directly by L&Q as set out in clause 8.1 of this agreement PROVIDED THAT the Developer shall not be liable for any claims demands proceedings damages losses costs expenses payments and/or other liability that are due to or attributable to any acts omissions or the negligence of L&Q.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts and all of those counterparts taken together shall constitute one Agreement.

19. SATISFACTION OF OBLIGATIONS

19.1 The parties hereby acknowledge that the obligations listed in the Sixth Schedule as contained within the S106 Agreement and the Modification Agreement have been satisfied as at the date of this Agreement.

19.2 For the avoidance of doubt, the parties agree that:

- (i) neither the Developer nor L&Q is not required to satisfy any obligation in this Agreement that is noted as already satisfied in the Sixth Schedule to this Agreement; and
- (ii) where the Sixth Schedule to this Agreement notes an obligation as partially satisfied the Developer shall be obliged to satisfy the obligation in full.

**FIRST SCHEDULE
Plans**

SECOND SCHEDULE
Form of Notice of Planning Permission

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Directorate of Regeneration,
Enterprise & Skills
The Woolwich Centre, 5th Floor
35 Wellington Street
London, SE18 6HQ

GBA Bilfinger
65 Gresham Street
London
EC2V 7NQ
16/2591/MA & Associated Ref: 08/0688/F

DECISION NOTICE - PERMISSION GRANTED

Dear Sir/Madam,

Town & Country Planning Act 1990 (As Amended)
Town & Country Planning (Development Management Procedure)(England) Order 2015
Planning (Listed Buildings and Conservation Areas) Act 1990 (As Amended)
Planning (Listed Buildings and Conservation Areas) Regulations 1990 (As Amended)

Site: Greenwich Square (formerly called Heart of East Greenwich), former Greenwich District Hospital, Vanbrugh Hill/Woolwich Road, Greenwich, SE10

Applicant: Hadley Mace Ltd

Proposal: S73 Minor Material amendment application in respect of planning permission 08/0688/F to add a new level 7 set-back storey along the northern elevation of block 3, increase the height of the block by 3.375m, partial completion of floor 6 and increase of the parapet height of floor 7 by 2.95m to allow for the construction of 41 additional residential units and revised unit floorplans for floors 1-6 of block 3. This application is accompanied by an Environmental Statement which was approved pursuant to Planning Permission Reference: 08/0688/F dated 31 March 2009 and is also accompanied by an Environmental Statement Addendum which provides further information to the Environmental Statement approved in 2009 referenced above.

Drawings Proposed Drawings) AP-0001, AP-0003, AP-0004, AP-0005, 3488-B3-03-900 Rev PL5, 3488-B3-03-901 Rev PL7, 3488-B3-03-902 Rev PL 7, 3488-B3-03-903 Rev PL7, 3488-B3-03-904 Rev PL8, 3488-B3-03-905 Rev PL9, 3488-B3-03-906

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Rev PL15, 3488-B3-03-907 Rev PL11, 3488-B3-05-900 Rev PL3, 3488-B3-05-901 Rev PL3, 3488-B3-05-902 Rev PL3, 3488-B3-05-903 Rev PL3, 3488-B3-05-904 Rev PL4, 3488-B3-05-905 PL4, 3488-B3-05-906 Rev PL3, 3488-B3-05-907
Rev PL3, 3488-B3-03-908, 3488-B3-OUT-L-B3-DR-01 Rev C, (Non-Material Application 14/3723/NM Approved Drawings) 3488-B3-03-900, 3488-B3-03-901, 3488-B3-03-902, 3488-B3-03-903, 3488-B3-03-904, 3488-B3-03-905, 3488-B3-03-906, 3488-B3-03-907, 3488-B3-05-900, 3488-B3-05-901, 3488-B3-05-902, 3488-B3-05-903, 3488-B3-05-904, 3488-B3-05-905, 3488-B3-05-906, 3488-B3-05-907, Environmental Statement Addendum dated 4.8.16, Planning Statement August 2016, Transport Statement June 2016, Statement of Community Involvement Rev 00 June 2016, Health Impact Assessment August 2016, Landscape Strategy Stage D Report Rev D, Design and Access Statement - Greenwich Square Block 3, Stage/Revision Number 02, June 2016, CIL Form dated 28.6.16 and cover letter dated 8.8.16.

The Royal Borough of Greenwich as Local Planning Authority grants planning permission for the development described above and referred to in your application dated 28 June 2016.

Having regard to the provisions of the London Plan and the *Royal Greenwich Local Plan: Core Strategy with Detailed Policies*: 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.10, 3.11, 5.11, 5.18, 6.3, 6.9, 6.10, 6.12, 6.13, 7.2, 7.4, 7.6, 7.15, 8.2, 8.3, H1, H2, H3, H5, DH1, DH(b), DH(g), E2, E3, E(c), E(f), CH1, CH2, IM1, IM4, IM(a), IM(b), IM(c), and the other material considerations, it is considered that subject to compliance with the conditions attached, the proposed development would be in accordance with the Royal Borough's Development Plan, and would not materially harm the character of the area, or the amenity of neighbouring occupiers, or highway conditions in the area.

Yours faithfully

Assistant Director

Notes

The Council in assessing the merits of this application have taken into consideration the provisions of the National Planning Policy Framework

You are reminded that you may also require approval under the Building Regulations. Advice and application forms can be obtained from Building Control at this address, by telephone on 020 8921 5413 or by emailing building.control@royalgreenwich.gov.uk

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SCHEDULE OF CONDITIONS, REASONS and INFORMATIVES

Application Reference: 16/2591/MA

At: Greenwich Square (formerly called Heart of East Greenwich), former Greenwich District Hospital, Vanbrugh Hill/Woolwich Road, Greenwich, SE10

Condition

01 Approved Drawings

The development hereby permitted shall be carried out in accordance with the following approved plans:

Proposed Drawings) AP-0001, AP-0003, AP-0004, AP-0005, 3488-B3-03-900 Rev PL5, 3488-B3-03-901 Rev PL7, 3488-B3-03-902 Rev PL 7, 3488-B3-03-903 Rev PL7, 3488-B3-03-904 Rev PL8, 3488-B3-03-905 Rev PL9, 3488-B3-03-906 Rev PL15, 3488-B3-03-907 Rev PL11, 3488-B3-05-900 Rev PL3, 3488-B3-05-901 Rev PL3, 3488-B3-05-902 Rev PL3, 3488-B3-05-903 Rev PL3, 3488-B3-05-904 Rev PL4, 3488-B3-05-905 PL4, 3488-B3-05-906 Rev PL3, 3488-B3-05-907 Rev PL3, 3488-B3-03-908, 3488-B3-OUT-L-B3-DR-01 Rev C, (Non-Material Application 14/3723/NM Approved Drawings) 3488-B3-03-900, 3488-B3-03-901, 3488-B3-03-902, 3488-B3-03-903, 3488-B3-03-904, 3488-B3-03-905, 3488-B3-03-906, 3488-B3-03-907, 3488-B3-05-900, 3488-B3-05-901, 3488-B3-05-902, 3488-B3-05-903, 3488-B3-05-904, 3488-B3-05-905, 3488-B3-05-906, 3488-B3-05-907, Environmental Statement Addendum dated 4.8.16, Planning Statement August 2016, Transport Statement June 2016, Statement of Community Involvement Rev 00 June 2016, Health Impact Assessment August 2016, Landscape Strategy Stage D Report Rev D, Design and Access Statement - Greenwich Square Block 3, Stage/Revision Number 02, June 2016, CIL Form dated 28.6.16 and cover letter dated 8.8.16.

Reason: For the avoidance of doubt and in the interests of proper planning.

02 Facing Materials

Full details including samples of all facing materials and fenestration to be used on the buildings shall be submitted to, and approved by and approved by The Local Planning Authority prior to the commencement of the relevant part of the development and the scheme shall thereafter be implemented in accordance with the approval.

Reason: To ensure the Local Planning Authority is satisfied with the external appearance of the buildings and to ensure compliance with Policy 3.5 of the London Plan (2016) and Policy DH1 The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

03 Hours of Operation

The development hereby approved shall be implemented in accordance with the details submitted pursuant to condition 2 (Hours of Operation) of planning permission Ref: 08/0688/F and approved for partial discharge by the Local Planning Authority on 23.07.2015 under planning permission Ref: 15/1447/SD for 5-7 Hazel Lane and on 18/05/2016 under Ref: 16/0790/SD

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for 3 Greenwich Square.

Full details of hours of operation including time of receiving deliveries or servicing of all commercial and creative industry uses including office, design studios, shopping, and leisure include restaurants and bars shall be submitted to, and approved by, the Local Planning Authority prior to commencement of such uses.

Reason: To safeguard the amenities of neighbouring properties, particularly residential properties and the area generally and to ensure compliance with Policy DH(b) The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

04 Phasing Plan

The development hereby approved shall be implemented in accordance with the phasing plan submitted pursuant to condition 3 (Phasing Plan) of planning permission Ref. 08/0688/F and approved by the Local Planning Authority on under planning permission Ref. 12/0360/SD.

Reason: To ensure the Local Planning Authority is satisfied that the development of the site is undertaken in a coherent and comprehensive manner and to ensure compliance with Policies DH1 and H2 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

05 Site Investigation

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 4 (Site Investigation) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 30.3.2012 under Ref: 12/0361/SD set out in the following reports:

- (i) 'Land Contamination and Geotechnical Investigation and Risk Assessment – Final Interpretive Report' by Atkins Limited dated 22 June 2007;
- (ii) 'Ground Investigation Report' by Norwest Holst dated 6 November 2008;
- (iii) 'Outline Remediation Strategy and Methodology' by O'Keefe Utilities Limited dated January 2012

Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified:
 - a) all previous uses
 - b) potential contaminants associated with those uses
 - c) a conceptual model of the site indicating sources, pathways and receptors
 - d) Potentially unacceptable risks arising from contamination

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at the site.

2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3) The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: To prevent the pollution of the water environment and to ensure compliance with Policy 5.21 of the London Plan (2016) and Policy E(e) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

06 Monitoring of Noise and Dust

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 5 (Monitoring of Noise and Dust) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 27.03.2012 under Ref: 12/0362/SD

Reason: In the interests of the amenities of neighbouring properties and to ensure compliance with Policies 7.14 and 7.15 of the London Plan (2016) Policies E(a) and E(b) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

07 Wheel Washing

The development hereby approved shall be implemented in strict accordance with the Wheel Washing Method Statement by O'Keefe submitted pursuant to condition 6 (Wheel Washing) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 27.03.2012 under Ref: 12/0363/SD.

Reason: In order to maintain the safety and amenity of users of surrounding roads, and footways and ensure compliance with the Policy 6.3 of the London Plan (2016) and Policy E(a) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

08 Demolition and construction

The demolition, earth removal, pilling work and any mechanical building operations required to implement this development shall only be carried out between the hours of

Monday to Friday: 8.00 a.m – 6.00 p.m

Saturdays: 8.00 a.m – 1.00 p.m

Sundays and Bank Holidays: Not permitted

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Reason: In the interests of the amenities of neighbouring properties and to ensure compliance with Policies 7.14, 7.15 and 6.3 of the London Plan and Policies E(a) and E(b) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

09 Car Park Management Plan

The development hereby approved shall be implemented in strict accordance with the approved Car Park Management Plan submitted pursuant to condition 8 (Car Park Management Plan) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 08.08.2014 under Ref: 14/0321/SD.

Reason: To ensure that safe and secure off-street parking is maintained and managed to the satisfaction of the Local Planning Authority and ensure compliance with Policy 6.12 of The London Plan (2016) and Policy IM(c) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

10 Landscaping

The development hereby approved shall be implemented in strict accordance with the details submitted for Blocks 1, 2, 4 and 5 of the development pursuant to condition 9 (Landscaping) of planning permission Ref: 08/0688/F and approved for partial discharge by the Local Planning Authority on 14.09.2015 under Ref: 14/0627/SD and on 05.10.2015 under Ref: 15/1562/SD.

Full details of the open space, the design and landscaping of all un-built areas of Block 3 shall be submitted to, and approved by, the Local Planning Authority prior to the outstanding relevant part of the development commencing. Such a landscaping scheme shall be completed within one year of the completion of the development.

Reason: In order to improve the character and amenities of the area and ensure compliance with Policies DH1 and OS(f) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

11 Replacement Planting

Any trees or plants which die within a period of 5 years from the completion of the development, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to improve the character and amenities of the area and ensure compliance with Policy 7.19 of the London Plan (2016) and Policies DH1 and CH1 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

12 Landscape Management Plan

A landscape management plan for each relevant part of the development

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including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas, other than small privately owned domestic gardens, shall be submitted to and approved in writing by the Local Planning Authority before the relevant part of the development commences. The landscape management plan shall be carried out as approved.

Reason: To protect / conserve the natural features and character of the area and ensure compliance with Policies DH1 and OS(f) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

13 Access Arrangements

The development hereby approved shall be implemented in strict accordance with the details submitted for Blocks 1 and 2, and Blocks 4 and 5 of the development pursuant to condition 11 (Access Arrangements) of planning permission Ref: 08/0688/F and approved for partial discharge by the Local Planning Authority on 12.03.2014 under Ref: 12/1289/SD and 15/0406/SD.

Full details of access arrangements for people with mobility difficulties for Block 3 of the development shall be submitted to, and approved by, the Local Planning Authority prior to the commencement of the relevant part of the development and such development shall be completed in accordance with such details.

14 Remedial Methodology

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 13 (Remedial Methodology) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 30.3.2012 under Ref: 12/0364/SD set out in the following reports:

(i) 'Land Contamination and Geotechnical Investigation and Risk Assessment – Final Interpretive Report' by Atkins Limited dated 22 June 2007;

(ii) 'Ground Investigation Report' by Norwest Holst dated 6 November 2008;

(iii) 'Heart of East Greenwich Development Baseline Noise Survey', Revision 00 by Hadley Mace Ltd dated January 2012; and

(iv) 'Outline Remediation Strategy and Methodology' by O'Keefe Utilities Limited dated January 2012.

Before the development is commenced a detailed remedial Methodology shall be submitted and agreed with the Planning Authority prior to commencement of the work. It should include details of monitoring of groundwater and appropriate measures to prevent pollution of groundwater and surface water during remedial activities. It should also include for investigation of areas which have not been investigated to date where appropriate. It shall be submitted to, and approved in writing by, the Planning Authority before development commences. The development shall then proceed in strict accordance with the measures approved.

Reason: To prevent the pollution of the water environment and to ensure compliance with Policy 5.21 of the London Plan (2016) and Policy E(e) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

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15 Validation

The development hereby approved shall be implemented in strict accordance with the details submitted for Block 5 (Townhouses 1-40 only) of the development pursuant to condition 14 (Validation) of planning permission Ref: 08/0688/F and approved for partial discharge by the Local Planning Authority on 01.06.2015 under Ref: 15/1312/SD, on 24/06/2015 under Ref: 15/1725/SD, on 23/07/2015 under Ref: 15/1956/SD and on 21/01/2016 under Ref: 15/3816/SD.

A validation report detailing any work carried out in compliance with the agreed remedial approach for Blocks 1, 2, 3, 4 and any outstanding areas of Block 5 of the development shall be submitted to, and approved in writing by, the Local Planning Authority on completion of the relevant works.

Reason: To prevent pollution of the water environment and ensure compliance with Policy 5.14 of the London Plan (2016) and Policy E(a) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

16 Surface Water

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 15 (Surface Water) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 21.08.2012 under Ref: 12/0700/SD.

Reason: To prevent the increased risk of flooding, to improve and protect water quality and ensure compliance with Policy 5.13 of the London Plan (2016) and Policy E2 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

17 Pilling

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 16 (Pilling) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 21.08.2012 under Ref: 12/0700/SD.

Reason: To prevent pollution of the water environment and ensure compliance with Policy 5.14 of the London Plan (2016) and Policy E(a) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

18 Infiltration of Surface Water

No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

Reason: To prevent pollution of the water environment and ensure compliance with

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Policy 5.13 of the London Plan and Policies E2 and Ea of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

19 Infiltration System

Any infiltration system shall be constructed in in natural ground, such that its base is at least 1 metre above the highest seasonal water table and in any case no deeper than 3 metres.

Reason: To prevent pollution of the water environment and ensure compliance with Policy 5.13 of the London Plan and Policies E2 and Ea of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

20 Green/Brown Roofs

The development hereby approved shall be implemented in strict accordance with the details submitted for Blocks 1 and 2 of the development pursuant to condition 19 (Green/Brown Roofs) of planning permission Ref: 08/0688/F and approved for partial discharge by the Local Planning Authority on 03.10.2013 under Ref: 13/2167/SD.

The design and location of the brown and green roofs for Blocks 3, 4 and 5 of the development shall be submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development commences. This must include location, design dimensions and materials. The extent of brown and green roofs shall not be less than that shown on the approved plans or otherwise agreed in writing by the Local Planning Authority within the Environmental Statement.

Reason: To protect and conserve the natural features and character of the area and ensure that the loss of wasteland habitat is fully compensated for and to ensure compliance with Policy 5.11 of the London Plan 2015 and Policy E(f) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

21 Traffic Calming

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 20 (Traffic Calming) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 01.06.2015 under Ref: 14/0343/SD.

Reason: In order to maintain the safety for all road users and to ensure compliance with Policy IM(a) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

22 Residential Car Parking

The car parking spaces provided for the residential units and the Greenwich Centre shall be maintained and no development whether or not permitted by the Town and Country Planning (General Permitted Development) Order 1995 (or any other order revoking and re-enacting that order with or without modifications) shall be carried out so as to interfere with such use of the parking.

Reason: In order to safeguard the safety and amenity of users of surrounding roads

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and footways and ensure compliance with Policy 6.13 of the London Plan and PolicyIM(c) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

23 Extract Ventilation

The development hereby approved shall be implemented in strict accordance with the extract ventilation details for 3 Greenwich Square submitted pursuant to condition 22 (Extract Ventilation) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 18.05.2016 under Ref: 16/0790/SD for 3 Greenwich Square, on 01/12/2014 under Ref: 14/3029/SD for the Swimming Pool Ventilation System and on 02/10/2014 under 14/1456/SD for the Sainsbury's Local.

Full details of proposed extract ventilation systems including that for the underground car park, and the Greenwich Centre be submitted to, and approved by, the Local Planning Authority. The details shall include proposed odour control measures, fan location and duct discharge positions. Such schemes shall be approved and installed to the Local Planning Authority's satisfaction prior to the commencement of the uses.

Reason: To safeguard the amenities of future residents, neighbouring properties and the area generally and in order to comply with Policies E(c) and DH(b) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

24 Noise Mitigation

The development hereby approved shall be implemented in strict accordance with the construction noise details submitted pursuant to condition 23 (Noise Mitigation) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 30.3.2012 under Ref: 12/0365/SD and on 18.05.2016 under Ref: 16/0790/SD for 3 Greenwich Square.

Full details of noise mitigation measures for all plant and processes for each relevant part of the development shall be submitted to, and approved by, the Local Planning Authority before the commencement of relevant part of the development. Once approved such measures shall be implemented in full and thereafter retained in the agreed standard.

Reason: To safeguard the amenities of future residents, neighbouring properties and the area generally and in order to comply with Policy 7.15 of the London Plan (2016) and Policies DH1, H5, E(a), E(b) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

25 Sound Insulation

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 24 (Sound Insulation) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 05.03.2014 under Ref: 13/2188/SD.

Reason: In order to safeguard the amenities of residential properties and ensure

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compliance with Policy 7.15 of the London Plan (2016) and Policies E(a) and H5 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

26 Cycle Parking

Full details of facilities for parking of cycles within the relevant part of the site shall be submitted to, and approved in writing by, the Local Planning Authority and once approved shall be fully implemented before the premises in each part of the development are first occupied.

Reason: To promote sustainable travel and to ensure compliance with Policy 6.13 of the London Plan (2016) and Policies IM4, IM(b) and IM(c) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

27 Wheelchair Accessible / Adaptable Dwellings

The development hereby approved shall be implemented in strict accordance with the details submitted for Blocks 1, 2, 4 and 5 of the development pursuant to condition 26 (Lifetime Homes/Wheelchair Units) of planning permission Ref: 08/0688/F and approved by the Local Planning Authority on 12.03.2014 under Ref: 13/1289/SD and on 24.04.2015 under Ref: 15/0407/SD.

10% of all dwellings shall be built to full wheelchair standards unless otherwise agreed in writing by the Local Planning Authority. Full details of compliance for Block 3 of the development shall be submitted to, and approved by, the Local Planning Authority prior to the commencement of the relevant phase of the development in accordance with the following requirements:

- a) All of the proposed wheelchair user dwellings must achieve the requirements of AD M4 (3).
- b) All wheelchair user dwellings of private and intermediate tenure should meet the design standards within AD M4 (3) for wheelchair adaptable dwellings.
- c) All wheelchair user dwellings of social/affordable rental tenure should meet the design standards within AD M4(3) for wheelchair accessible dwellings and must be fitted out as fully accessible from the outset
- d) All communal access and facilities serving the wheelchair user dwellings must also achieve AD M4(3)
- e) All other dwellings (i.e. all non- wheelchair user dwellings) must achieve the requirements of AD M4 (2).

Reason: To ensure compliance with Policy 7.2 of the London Plan (2016) and Policy H5 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

28 Noise attenuation and mechanical ventilation

Noise attenuation and mechanical ventilation measures for all windows of living rooms/bedrooms facing Woolwich Road shall be fully installed to achieve standards set out in BS 8233:1999 (namely a minimum of 45sBLaeqT for living rooms and 35dBLaeqT for bedrooms).

Reason: To safeguard the amenities of future residents, neighbouring properties and

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the area generally and ensure compliance with Policy 7.15 of the London Plan (2016) and Policies DH1, H5, E(a), E(b) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

29 Vehicle Loading

No loading or unloading of the vehicles arriving at, or departing from, the premises shall be carried out except within the curtilage of the site and all activities associated with the use shall be confined to the curtilage of the site.

Reason: In order to safeguard the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy IM(c) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

30 Details of Energy Centre

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 29 (Details of Energy Centre) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 27.3.2012 under Ref: 12/0366/SD.

Reason: In order to prevent the deterioration of air quality and to ensure compliance with Policy 5.4A of the London Plan (2016), Policy E(c) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014) and the submitted Environmental Statement Volume One.

31 Carbon Dioxide Emissions

The development hereby approved shall be implemented in strict accordance with the details submitted pursuant to condition 30 (Carbon Dioxide Emissions) of planning permission 08/0688/F and approved for partial discharge by the Local Planning Authority on 27.3.2012 under Ref: 12/0367/SD.

Reason: In order to prevent the deterioration of air quality and to ensure compliance with Policy 5.2 of the London Plan (2016), Policy E1 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014) and the submitted Environmental Statement Volume One.

32 Bedroom Construction Level

No bedrooms shall be situated below a level of + 4.133m ODN

Reason: In order to minimise risks to health and safety in the event of a breach of the tidal flood defences and to ensure compliance with Policy 5.12 of the London Plan (2016) and Policy E2 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

33 Evacuation Plan

Prior to the commencement of the relevant part of the development, an evacuation plan for safe access from basement to ground floor and to an upper level shall be submitted to and approved in writing by the Local

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

Reason: In order to minimise risks to health and safety in the event of a breach of the tidal flood defences, to escape from the building during flood events must be possible at all times to comply with Policy 5.12 of the London Plan (2016) and Policy E2 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

34 Water Efficiency

The development hereby permitted shall comply with Regulation 36(2)(b) of the Building Regulations 2010 (as amended by the Building Regulations &c. (Amendment) Regulations 2015/767) and as set out in section G2 of the Building Regulations Approved Document (110 litres per person per day).

Reason: In order to comply with Policy 5.15 of the London Plan (2016) as amended and Policy DH1 of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

35 Energy Performance

All dwellings within the development hereby permitted must achieve the following energy performance standards:

- (i) All houses and flats within Block 3 must achieve a minimum of a thirty five (35%) reduction in building carbon emissions beyond Part L of the Building Regulations 2013.
- (ii) The relevant part of the development hereby permitted shall not be occupied until evidence of the energy performance standard referred to in part [(i)] of this Condition having been achieved, has been submitted to, and approved in writing by, the Local Planning Authority.

Reason: In order to minimise future carbon dioxide emissions and mitigate climate change, and to comply with Policy 5.2 (Minimising Carbon Dioxide Emissions) of the London Plan (2016) and Policy E1 (Carbon Emissions) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

36 Overheating

Details derived using simulation software demonstrating that all dwellings comply with the CIBSE standard preventing summer overheating shall be submitted to, and approved in writing by, the Local Planning Authority prior to the construction of the relevant part of the development. The development shall be carried out in accordance with the details as approved.

Reason: In order to ensure compliance with Policy 5.9 of the London Plan (2016 and Policy H5 (Housing Design) of The Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (July 2014).

37 Design of residential entrances

Prior to the commencement of the relevant part of the Block 3 full details

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of the design of the residential entrances including pedestrian access must be submitted to and approved in writing by the Local Planning Authority. The entrances shall be fully implemented in accordance with the approved details prior to the occupation of the relevant part of the development and shall be retained thereafter for the lifetime of the development.

Reason: In order that the Local Planning Authority may be satisfied with the external appearance of the entrances to be 'tenure blind' and contribute to social inclusion, being compliant with Policies 3.5 and 7.6 of the London Plan (March 2016) and H5 and DH1 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Informative(s)

01. The whole of the London Borough of Greenwich has been declared an Air Quality Management Area for breaching the air quality standards for particulate matter (PM10) and NO2 and it is also a designated Smoke Control Area under the Clean Air Act 1993. It is essential that any biomass boilers are exempt under the Clean Air Act 1993 and are installed to meet control requirements in order to protect local air quality. Contact The Royal Borough of Greenwich Pollution department to receive these air quality and biomass boiler requirements.

02. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaw 1981, the prior written consent of the Environment Agency is required for any proposed works or structures either affecting or within 16 metres of the tidal flood defence structures.

03. In accordance with the terms of the Thames River (Prevention of Floods) Acts 1879-1962, the statutory tidal flood defence level, which is 5.23 metres above O.D (N) at this site must be maintained at all times with temporary works if necessary.

04. In accordance with the Water Resources Act 1991, the prior written consent of the Environment Agency is required for any discharge of sewage or trade effluent into controlled waters (e.g. watercourses and underground waters) and may be required for any discharge of surface water to such controlled waters or for any discharge of sewage or trade effluent from buildings or fixed plant into or onto ground or into waters which are not controlled waters. Such consent may be withheld.

05. Under the terms of the Water Resources Act 1991, the prior written consent of the Environment Agency is required for dewatering from any excavation or development to a surface watercourse.

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THIRD SCHEDULE
The Developer's Covenants

ANNEX A – AFFORDABLE HOUSING

1. Provision of Affordable Housing
 - 1.1 The Developer covenants with the Council that:
 - 1.1.1 Not less than 314 of the Dwellings permitted by the Planning Permission shall be constructed as Affordable Housing Units in accordance with the terms of this Agreement
 - 1.1.2 The Affordable Housing Units referred to in paragraph 1.1.1 shall comprise:
 - (a) 170 Affordable Housing Rental Units; and
 - (b) 144 Intermediate Housing Units
 - 1.1.3 The Intermediate Housing Units and the Affordable Housing Rental Units shall be generally provided in accordance with the Agreed Mix as set out at Appendix A of this Annex A or as may be subsequently agreed between the Council and the Developer
2. Timing of Occupation of Affordable Housing
 - 2.1 The Developer covenants with the Council not to Occupy or cause or allow to be Occupied for residential purposes:
 - 2.1.1 more than 150 Private Residential Units until 150 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A
 - 2.1.2 more than 314 Private Residential Units until a total of 314 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A
3. Disposal of Affordable Housing
 - 3.1 The Developer covenants with the Council that:
 - 3.1.1 prior to the Occupation of the Affordable Housing Rental Units, the Affordable Housing Rental Units shall be leased (for a term of not less than 125 years) to the Registered Provider together with such Affordable Housing Parking Spaces as shall be agreed between the parties (and all necessary rights of access thereto) at the Affordable Housing Units Price and in accordance with the Car Parking Management Plan, the RP Contract and paragraphs 4, 7 and 11 of this Annex A
 - 3.1.2 prior to the Occupation of the Intermediate Housing Units, the Intermediate Housing Units shall be leased (for a term of not less than 125 years) to the Registered Provider together with such Affordable Housing Parking Spaces as shall be agreed between the parties (and all necessary rights of access thereto) in accordance with the Car Parking Management Plan and the RP Contract and at the Affordable Housing Units Price, subject to the terms of this Agreement
4. Affordable Housing Rental Units
 - 4.1 The Developer covenants with the Council that the RP Contract for the transfer or lease of the Affordable Housing Rental Units to the Registered Provider will require that:
 - 4.1.1 the Registered Provider shall submit the Lettings Plan to the Council for approval;

- 4.1.2 any underlease of Affordable Housing Rental Units granted after the date hereof shall be in accordance with the Nomination Arrangements agreed between the Council and the Registered Provider and the Lettings Plan;
- 4.1.3 the rent to be charged by the Registered Provider for the Affordable Housing Rental Units at the commencement of a tenancy shall not exceed:
- 4.1.3.1 one bedroom units when first let or on subsequent lettings: 65% of market rent level at the time of letting;
 - 4.1.3.2 two bedroom units when first let or on subsequent lettings: 60% of market rent level at the time of letting;
 - 4.1.3.3 three bedroom units and four bedroom units when first let: no greater than Social Rent at the time of letting; and
- 4.1.4 save always as required by law and subject to paragraph 4.1.5 the rate of increase or decrease of rent during a tenancy for Affordable Housing Rental Units shall be no greater than the rate stipulated by the GLA or the Regulator for Registered Providers for the London region or if such rate of increase shall cease to exist or otherwise not be stipulated by the GLA or the Regulator the rents shall not be increased by any rate greater than the ~~Consumer Price~~ Indexation + 1% per annum such that the revised rent shall be calculated as follows:
- (A x B/C) x 101%
- A = the existing rent of the relevant Affordable Housing Unit immediately prior to review
- B = ~~Consumer Price~~ ^{CPI} Indexation as at the date being two months prior to the date of increase of rent for such relevant Affordable Housing Rental Unit
- C = ~~Consumer Price~~ ^{CPI} Indexation as at the date being one year before the date two months prior to the date of increase of rent for such relevant Affordable Housing Rental Unit
- provided that if B/C is less than 1 B/C shall be deemed to be 1.
- 4.1.5 If the Registered Provider is required by law to decrease rents of the Affordable Housing Rental Units during a tenancy it shall comply with such law and any relevant rates of decrease stipulated by the GLA or the Regulator for Registered Providers of the London region
- 4.1.6 the Registered Provider shall inform the Director in writing as to the full postal addresses and unique property number of the Affordable Housing Rental Units.

5. Intermediate Housing Unit(s)

- 5.1 The Developer covenants with the Council that the RP Contract(s) relating to the Intermediate Housing Units will require that:
- 5.1.1 55 of the Intermediate Housing Units will be prioritised in relation to the initial disposal of such units following completion of construction in equal proportions to households in the following income bands:
- (a) households with a gross income of up to £71,000 in respect of 1 and 2 bedroomed units; and
 - (b) households with a gross income of up to £85,000 in respect of 3 bedroomed units

PROVIDED THAT the proportion of disposable income required to fund the purchase is no greater than 45%.

5.1.2 The income figures in sub-paragraphs 5.1.1 above will be subject to CPI Indexation annually on each anniversary of the date of the Modification Agreement and with the base figure being the RPI Index for February 2004

5.1.3 89 of the Intermediate Housing Units will be prioritised to households with income levels within thresholds set by the GLA Housing SPG dated February 2007 as updated from time to time

6. Intermediate Housing Unit(s) Marketing Plan

6.1 The Developer covenants with the Council to procure that the RP Contract relating to the Intermediate Housing Units will contain obligations on the Registered Provider as follows:

6.1.1 not less than 6 months prior to the estimated date of Practical Completion of the Intermediate Housing Units within Block 3 or part thereof to procure that the Registered Provider concerned shall submit to the Council for approval an Intermediate Housing Units Marketing Plan and such units shall be disposed of in accordance with the approved Intermediate Housing Units Marketing Plan

6.1.2 the Registered Provider shall notify the Council of the anticipated commencement date of the marketing in the relevant Intermediate Housing Units Marketing Plan and the actual commencement date of the same and provide three monthly progress reports about marketing thereafter; and

6.1.3 in the first three (3) months from the commencement date of marketing of those Intermediate Housing Units, the Intermediate Housing Units priority shall be given to residents of the Royal Borough of Greenwich and in the event that any such units have not been sold or let after three (3) months of marketing, then subject to the prior approval of the Council (such approval not to be unreasonably withheld or delayed) such units may be marketed by the Registered Provider in accordance with the GLA Capital Funding Guide Eligibility Criteria.

7. Affordable Housing Parking Spaces

7.1 The Developer covenants with the Council that:-

7.1.1 Affordable Housing Parking Spaces shall be allocated to the Affordable Housing Rental Units and to the Intermediate Housing Units in accordance with the Car Parking Management Plan

7.1.2 15 of the Affordable Housing Parking Spaces shall be allocated to wheelchair users in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief

7.1.3 any RP Contract will require that an Occupier of Affordable Housing shall be entitled to request an Affordable Housing Parking Space and the Registered Provider shall demonstrate that the Occupier was made aware of this entitlement provided it is agreed and acknowledged that if no Affordable Housing Parking Spaces are available for allocation to an Occupier at the time of any such request then an Affordable Housing Parking Space shall not be allocated to such Occupier

8. Design of Affordable Housing

8.1 The Developer covenants with the Council that the Affordable Housing Units shall be designed, constructed and completed in accordance with the requirements of:

8.1.1 the Design and Quality Standards published by the Homes and Communities Agency dated April 2007; and

- 8.1.2 Building Regulations category M4(2) or M4(3) (as applicable); and
 - 8.1.3 the Parker Morris Space and Amenity Standards attached at Appendix C to this Annex A (including storage agreed with the Council), unless otherwise agreed in writing by the Council
- 8.2 The Developer covenants with the Council that 15 of the Affordable Housing Rental Units shall be constructed in compliance with Part M of the Building Regulations and in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief (or as otherwise agreed with the Council in writing save that it is hereby acknowledged that the cores to all buildings will have one lift) and, for the avoidance of doubt where a communal access is to be the principal access for wheelchair users the specification for the said communal access shall not be less than the specification for access for wheelchair units under the said standards and any nominations for such adapted units shall be at the discretion of the Council
9. Serviced Condition
- 9.1 The Developer covenants with the Council that the land upon which the Affordable Housing Units are to be built shall be put into a Serviced Condition in advance of any disposal of any Affordable Housing Units to a Registered Provider and, in the event of any disagreement as to whether the land upon which Affordable Housing Units are to be built has been put into a Serviced Condition, a dispute shall be taken to have arisen which shall be dealt with by an Expert under the provisions of clause 10
- 9.2 The Developer shall require in its contract and thereafter use reasonable endeavours to procure that a contractor employed in relation to the Remediation of the land on which the Affordable Housing Units are to be built shall give collateral warranties executed as deeds to the Registered Provider in a form reasonably acceptable to the Council and the Registered Provider
10. Service Charges for Affordable Housing Units
- 10.1 The Developer shall use all reasonable endeavours to seek to design the Development so far as reasonable and practicable to ensure that the level of Service Charges for the Affordable Housing Units is as low as is reasonably practicable
- 10.2 The Service Charges for the Affordable Housing Units shall be agreed between the Registered Provider and the Developer in consultation with the Council (all acting reasonably) and the said parties shall use all reasonable endeavours to agree the Service Charges not later than three months prior to Occupation of the first Dwelling
11. Affordable Housing Transfer
- 11.1 The Developer covenants with the Council that where land is to be let or sold for Affordable Housing Units it shall be with vacant possession and subject to the provisions of this paragraph 11.1 shall be on such terms as may be agreed between the Developer and the Registered Provider but the RP Contract shall contain the following provisions:
- 11.1.1 The grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units
 - 11.1.2 A restrictive covenant that the Affordable Housing Units shall not be Occupied other than as Affordable Housing PROVIDED THAT the restrictions and the obligations in this paragraph 11.1.2 aforesaid shall not be binding or enforceable against:
 - 11.1.2.1 any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from him

- 11.1.2.2 any person who has acquired any Affordable Housing Unit as grantee or assignee of a shared ownership lease and who has purchased a 100% share in the value of that Affordable Housing Unit and any successors or other persons deriving title from him
- 11.1.2.3 any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any administrator (howsoever appointed) including a housing administrator (each a Receiver) and any person or body who shall derive title directly or indirectly from such mortgagee or chargee or Receiver PROVIDED ALWAYS THAT the mortgagee or chargee or Receiver appointed by the mortgagee or chargee shall first have notified the Council that it wishes to exercise its statutory power of sale and within 20 days of such notification the mortgagee or chargee or Receiver, having used reasonable endeavours, shall have been unable to enter into a contract for sale of the Affordable Housing Units to a Registered Provider for a consideration not less than the amount due and outstanding under the terms of the mortgage or charge including all accrued principal monies, interest, costs and expenses

11.2 The Developer covenants with the Council in respect of Affordable Housing Rental Units:

- 11.2.1 to give notice of the commencement of negotiation for the sale or lease of Affordable Housing Rental Units to the Registered Provider
- 11.2.2 for a period of 11 months beginning with the date of the notice referred to in paragraph 11.2.1 above to use reasonable endeavours to agree terms and conditions of the disposal of such units
- 11.2.3 if at the end of the 11 month period referred to in paragraph 11.2.2 above the relevant terms and conditions of such disposal have not been agreed, to use reasonable endeavours to agree for the next 11 months such terms and conditions with a different Registered Provider nominated from the list of Registered Providers in Appendix B by the Council in agreement with the Developer.
- 11.2.4 if at the end of the periods referred to in paragraphs 11.2.2 and 11.2.3 above, having used all reasonable endeavours, the Developer has been unable to dispose of all or any such Affordable Housing Rental Units pursuant to the provisions of paragraphs 11.2.2 and 11.2.3 above, the Developer shall be permitted to negotiate with any other Registered Provider named in Appendix B or as otherwise approved by the Council

12. Location of the Affordable Housing Units

12.1 The Developer covenants with the Council:

- 12.1.1 Prior to Implementation of Block 3 to submit to the Council for its written approval (not to be unreasonably withheld or delayed) plans which shall:
 - 12.1.1.1 identify the location of all of the Affordable Housing Units relating to Block 3;
 - 12.1.1.2 specify the tenure or any other details of the Affordable Housing Units relating to Block 3; and
- 12.1.2 To provide the Affordable Housing Units in accordance with the plans approved in writing by the Council under paragraph 12.1.1 above unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed).

Appendix A Agreed Mix

Affordable Housing Rental Units

13. The Agreed Mix for the provision of Affordable Housing Rental Units within the proposed development shall be as follows:

UNIT TYPE	NO. UNITS
1-bed	59
2-bed	58
3-bed	45
4-bed	8
Total	170

Intermediate Housing Units

14. The Agreed Mix for the provision of Intermediate Housing Units within the proposed development shall be as follows:

Proposed unit breakdown by Tenure						
<i>Provision</i>	<i>Studio</i>	<i>1 bed</i>	<i>2 bed</i>	<i>3 bed</i>	<i>4 bed</i>	<i>Total</i>
Private	22	127	123	61	39	372
Intermediate	0	67	52	25	0	144
Social Rent	0	59	58	45	8	170
Total	22 (3.21%)	253 (36.88%)	233 (33.97%)	131 (19.09%)	47 (6.85%)	686

Appendix B
Registered Providers

- Hexagon Housing Association, 139-151 Sydenham Road, Sydenham SE26 5HJ
- Hyde Housing Association, 30 Park Street, London SE1 9EQ
- Moat Housing Group Ltd, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE
- Southern Housing Group, Fleet House, 59-61 Clerkenwell Road, London EC1M 5LA
- Notting Hill Housing Trust, Bruce Kenrick House, Killick Street, London N1 9FL
- London & Quadrant Housing Trust, 29-35 West Ham Lane Stratford, London, E15 4PH
- Home Group, 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne NE12 8ET.
- Optivo, Grosvenor House, 125 High Street, Croydon, Surrey CR0 9XP
- Paragon Asra Housing Limited, Unit G.02.01, The Leathermarket, 11/13 Weston Street, London, SE1 3ER
- Peabody Trust, 45 Westminster Bridge Road, London, SE1 7JB

Appendix C Parker Morris Floor Space Standards

TABLE OF RECOMMENDED STANDARDS RELATING TO FLOOR SPACE

A home to be built in the future for occupation by:

	Minimum net floor area in square feet (square metres in brackets) for					
	6 people	5 people	4 people	3 people	2 people	1 person
3 storey house	1050 (97.55)	1010 (93.83)	-	-	-	-
2 storey centre house	} 990 (91.97)	910 (84.54)	800 (74.32)	-	-	-
2 storey semi or end terrace		880 (81.75)	700 (64.57)	-	-	-
Maisonette				}		
Flat	930 (86.40)	850 (78.97)	750† (69.68)	610 (56.67)	480 (44.59)	320 (29.73)
Single storey house	900 (83.61)	810 (75.25)	720 (66.89)			

†720 (66.89) if balcony access

	General storage space in square feet (square metres in brackets) for					
	6 people	5 people	4 people	3 people	2 people	1 person
Houses	50	50	50	45	40	30
Flats and Maisonettes	15	15	15	12	10	8
Inside the dwellings	(1.39)	(1.39)	(1.39)	(1.11)	(0.93)	(0.74)

ANNEX B - TRANSPORT

1. Contribution to Transport

- 1.1 The Developer covenants with the Council to pay the sum of £150,000 (one hundred and fifty thousand pounds) to the Council as a contribution towards the improvement of transport infrastructure within the local area in the following instalments:
 - 1.1.1 £55,581 (fifty five thousand five hundred and eighty one pounds) prior to the Occupation of Block 1
 - 1.1.2 £76,512 (seventy six thousand five hundred and twelve pounds) prior to the Occupation of Block 3
 - 1.1.3 £8,605 (eight thousand six hundred and five pounds) prior to the Occupation of Block 4
 - 1.1.4 £9,302 (nine thousand three hundred and two pounds) prior to the Occupation of Block 5
- 1.2 The Council covenants with the Developer to use the contribution to transport as referred to in paragraph 1.1 above as follows:-
 - 1.2.1 bus stop improvements at two locations, one being on Vanbrugh Hill and the other being on Woolwich Road
 - 1.2.2 for improvements to public transport links within the vicinity of the Development as appropriate

2. Provision of Car Club Parking Spaces

- 2.1 Subject to the Council entering into an agreement with the Car Club Operator and until such time as the streets within the Development are adopted by the local highways authority the Developer covenants with the Council that:-
 - 2.1.1 prior to Occupation of any Dwelling the Developer shall use reasonable endeavours to agree with the Council the location of the Car Club Parking Spaces that will be at the disposal of the Car Club Operator for the purposes of the Car Club
 - 2.1.2 it shall reserve such spaces for use as Car Club Parking Spaces

3. Implementation of Low Emission Transport Scheme

- 3.1 The Developer covenants with the Council that it shall:-
 - 3.1.1 following Occupation and in relation to each Phase implement and keep implemented the Low Emission Transport Scheme and the Low Emission Transport Scheme Controls (including the monitoring requirements) on the respective parts of the Land in accordance with the details and the programme approved by the Council on 29 September 2016 subject to any variation approved by the Council from time to time (such approval not to be unreasonably withheld or delayed)

4. Parking

- 4.1 The Developer covenants with the Council at the Developer's expense prior to the Implementation of the relevant Phase to submit to the Council for approval details of a Car Parking Management Plan for that Phase to be implemented by the Developer and which shall include, but shall not limited to the provisions in Appendix B of this Annex B or such other provisions as are approved by the Council acting reasonably
- 4.2 The Developer covenants with the Council that the method of allocation of the parking spaces within the Development will be clearly stated in the Car Parking Management Plan which shall provide for a total of 82 permanent Affordable Housing Parking Spaces and 83 Private Residential Parking Spaces in respect of off-street parking and temporary car

parking arrangements pending completion of the permanent Affordable Housing Parking Spaces within the Development

- 4.3 The Developer covenants with the Council to monitor on an annual basis for a period of five years (commencing on the date of first Occupation) car parking in accordance with the Car Parking Management Plan and to submit annual monitoring reports to the Council
- 4.4 The Developer shall ensure that the restrictions set out in paragraph 4.5 below are included in any lease option licence or other disposal to any End User
- 4.5 The Developer covenants with the Council that all End Users excluding the End Users of the 40 town houses located in Block 5 will be advised in writing before acquiring any lease that the said End Users shall:-
 - 4.5.1 not be entitled to apply to the Council for or hold a parking permit in respect of on-street parking
 - 4.5.2 surrender any on-street parking permit before taking up Occupation unless such person is or becomes entitled to be a holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1990 and such person has first notified the Director in writing of such entitlement
 - 4.5.3 not bring any motor vehicle on to the Land or abandon and/or park any motor vehicle on the Land other than in one of the approved and designated car parking spaces
 - 4.5.4 not sublet or lease any parking space allocated to them
- 4.6 The Developer covenants with the Council that the Developer shall prior to Occupation (and subject to adoption by the local highway authority of any streets within the Development) pay to the Council the sum of three thousand pounds (£3,000) towards advertising and administration costs of publishing an amendment to the Westcombe Park Controlled Parking Zone Traffic Order as required so that any Occupier (with the exception of the End Users of the 40 town houses located in Block 5 as referred to in paragraph 4.5 above) will not be eligible to apply for any on street parking permit under such Traffic Order

5. Electric charging points for electric cars

- 5.1 The Developer covenants with the Council that it will:
 - 5.1.1 prior to the Implementation Date of the relevant Phase submit to the Council for approval detailed plans for such Phase identifying the points to be provided for the charging of electric cars
 - 5.1.2 prior to completion of the relevant Phase of the Development ensure that all such electric charging points are installed

6. Travel Plan

The Developer covenants with the Council that the Developer shall comply with the Travel Plan approved by the Council pursuant to application reference 13/3012/SD

7. Cycle Training

Prior to Implementation of Block 3 to pay to the Council the sum of £820 towards the cost of providing adult cycle training for the residents of the Development

Appendix A

Low Emission Transport Scheme (LETS) and Low Emission Transport Scheme Controls

The Low Emission Transport Scheme should aim to prohibit the most polluting vehicles within the development scheme while promoting the use of the cleanest vehicles. The following requirements shall be subject to being practicable and reasonable.

The following provisions shall apply to the construction phase:

1. All HGV's and LGV's (3.5 tonnes and over) shall have emission standards equivalent to Euro 4.
2. All Non-Road Mobile Machinery (NRMM) shall use Ultra Low Sulphur Diesel (ULSD)
3. All Non-Road Mobile Machinery (NRMM) shall comply with either the current or previous EU Directive Staged Emission Standards (97/68/EC, 2002/88/EC, 2004/26/EC). As new emission standards are introduced the acceptable standards will be updated to the previous and most current standard.
4. Non-Road Mobile Machinery (NRMM) shall be fitted with Diesel Particulate Filters (DPF) conforming to a defined and demonstrated filtration efficiency (load/duty cycle permitting) from the 1st January 2006, (see note (a)).
5. The ongoing conformity of plant retrofitted with DPF, to a defined performance standard, shall be ensured through a programme of on-site checks.

Note (a) - details of appropriate use of DPF can be obtained from the Greenwich Council.

The following provisions shall apply to the operational phase:

6. Reasonable endeavours shall be used to ensure that commercial vehicles associated with the Development (to include the estate management of the Development and the commercial uses within it and not for the avoidance of doubt any commercial vehicles serving individual residential occupiers) shall have minimum emission standards equivalent to Euro 4, with target quotas of at least 50% of Euro 5 or better by 1st January 2011.
7. Reasonable endeavours shall be used to introduce a minimum standard of Euro 5 for 100% of commercial vehicles by 1st January 2013 at the latest, with further target quotas for Euro 6 emission standard or clean vehicles.
- 7.1 By 1st January 2015 carry out and submit proposals/timetable for the introduction of at least 50% Euro 6 vehicles by 2018.
8. Reasonable endeavours shall be used to incentivise all residential parking so as to either prevent or reduce emissions to the atmosphere of Carbon Dioxide. This may be achieved through the following mechanisms (see Note (b));
 - Promotion of car share schemes or car clubs;
 - Advice and information aimed at raising awareness of the level and impact of vehicle emissions.

Managed parking shall ensure all vehicles on commencement of use are Euro 4, with a requirement that at least 50% of vehicles will be Euro 5 by January 2011. A 100% Euro 5 is to be achieved by 1st January 2013.

Note (b)) - details of the relative emissions of Carbon Dioxide from vehicles can be found on the DVLA website - www.dvla.gov.uk.

In addition to any monitoring required as part of the agreed Code of Construction Practice the Developer shall agree with the Council to proceed to the purchase, installation, operation and

maintenance of air quality monitoring equipment or provision of other assistance or support to enable authorities to implement any necessary monitoring or actions in pursuit of an Air Quality Action Plan.

Car Club

A Car Club should be part of the LETS.

The LETS is to include procedures for its monitoring and review within one year of the Development's Occupation and thereafter as agreed in writing with the Council subject to agreement with the Car Club Operator.

Appendix B – Transport Car Parking Management Plan

- A total of 82 permanent Affordable Housing Parking Spaces will be provided off-street
- A total of 83 Private Residential Parking Spaces will be provided off-street
- Prior to occupation of the Greenwich Centre a total of 25 Greenwich Centre Parking Spaces will be provided off street for use by staff operating the facilities only unless otherwise agreed with the Council
- Pending completion of the permanent off-street Affordable Housing Parking Spaces and prior to Occupation of the Affordable Housing Units temporary parking arrangements will be provided within the Development as required
- Should any Private Residential Parking Spaces not be sold, then these will be made available for use by Affordable Housing Occupiers
- Affordable Housing Parking Spaces shall be provided to the nominated Registered Provider on disposal of the Affordable Housing Units in accordance with paragraph 4.1 of Annex A
- Car parking spaces will be prioritised towards families, Key Workers undertaking shift work and the disabled
- Any car parking that is made available for commercial uses should not be specifically allocated to an individual tenant. Furthermore when the car parking spaces are not being used for the commercial uses flexible arrangements should be considered

Appendix C Travel Plan

Principles

The plan to be prepared shall as appropriate to the Development:

- (a) identify appropriate measures to encourage sustainable travel to and from the Development by residents and staff using transport other than the car over the next twelve months and over every period of twelve months thereafter to a date agreed between the Council and the developer
- (b) use the methodology outlined in the Transport for London Guidance for Residential and/or Workplace Travel Plans as the basis for the plan and ensure that survey and monitoring methodology employed follows the said methodology and is iTRACE compatible
- (c) set targets for the reduction of the level of car parking and single car use at the Development
- (d) set targets for the increase in the number of staff or residents using sustainable transport other than the car to and from the Development
- (e) provide the basis of survey and monitoring of the level of car parking at the Development
- (f) provide the basis of auditing and monitoring staff use of sustainable transport
- (g) set out the basis for review of the measures referred to in (a) and of the targets referred to in (c) and (d)
- (h) provide a programme of implementation of the Travel Plan

For the avoidance of doubt the measures referred to in (a) shall insofar as is appropriate to the various occupiers of the Development include:

- (i) providing publicity about public transport (e.g. rail/tube/river/bus)
- (ii) monitoring of the parking area to include information on how improvements in public transport has affected take up of parking spaces
- (iii) encourage use of more sustainable forms of transport for journeys to and from work to shift commuting from single occupant car use to car sharing, car pools, public transport, cycling and walking
- (iv) provide and promote public transport information such as maps, routes, timetables etc.
- (v) a car parking strategy and management plan for car parking within the Development

ANNEX C – THE GREENWICH CENTRE

Provision of the Greenwich Centre

1. The Developer covenants with the Council that the Greenwich Centre shall be designated for use as a CCG Facility On-Site Community Facilities and On-Site Sports and Leisure Facilities as those terms are defined in this Agreement and for no other use unless otherwise agreed with the Council

ANNEX D - EDUCATION AND EMPLOYMENT TRAINING CONTRIBUTIONS

2. Contribution towards Early Years Education

- 2.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £153,743 (one hundred and fifty three thousand seven hundred and forty three pounds) as a financial contribution towards the provision by the Council of early years education facilities within the vicinity of the Development prior to the Implementation of Block 2

3. Contribution towards Nursery Education

- 3.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £507,072 (five hundred and seven thousand and seventy two pounds) as a financial contribution towards the provision by the Council of nursery education facilities within the vicinity of the Development in the following instalments:

3.1.1 £253,536 (two hundred and fifty three thousand five hundred and thirty six pounds) prior to the Implementation of Block 1

3.1.2 £253,536 (two hundred and fifty three thousand five hundred and thirty six pounds) prior to the Implementation of Block 2

4. Contribution towards Primary School Education

- 4.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £564,481 (five hundred and sixty four thousand four hundred and eighty one pounds) as a financial contribution towards improvements to primary school facilities within the vicinity of the Development in the following instalments:

4.1.1 £209,164 (two hundred and nine thousand one hundred and sixty four pounds) prior to the Implementation of Block 1

4.1.2 £287,929 (two hundred and eighty seven thousand nine hundred and twenty nine pounds) prior to the Implementation of Block 3

4.1.3 £32,381 (thirty two thousand three hundred and eighty one pounds) prior to the Implementation of Block 4

4.1.4 £35,007 (thirty five thousand and seven pounds) prior to the Implementation of Block 5

5. Contribution towards Secondary Education

- 5.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £460,644 (four hundred and sixty thousand six hundred and forty four pounds) as a financial contribution towards improvements to secondary school facilities within the London Borough of Greenwich in the following instalments:

5.1.1 £170,688 (one hundred and seventy thousand six hundred and eighty eight pounds) prior to the Implementation of Block 1

5.1.2 £234,964 (two hundred and thirty four thousand nine hundred and sixty four pounds) prior to the Implementation of Block 3

5.1.3 £26,425 (twenty six thousand four hundred and twenty five pounds) prior to the Implementation of Block 4

5.1.4 £28,567 (twenty eight thousand and five hundred and sixty seven pounds) prior to the Implementation of Block 5

6. Contribution towards Post 16 Education

- 6.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £138,658 (one hundred and thirty eight thousand six hundred and fifty eight pounds) as a financial contribution towards the provision by the Council of education for young persons aged 16 to 18 years of age in the following instalments:

- 6.1.1 £51,379 (fifty one thousand three hundred and seventy nine pounds) prior to the Implementation of Block 1
- 6.1.2 £70,726 (seventy thousand seven hundred and twenty six pounds) prior to the Implementation of Block 3
- 6.1.3 £7,954 (seven thousand nine hundred and fifty four pounds) prior to the Implementation of Block 4
- 6.1.4 £8,599 (eight thousand and five hundred and ninety nine pounds) prior to the Implementation of Block 5

7. Commitment, participation and financial contribution towards GLLaB

- 7.1 The Developer covenants with the Council that it will pay the total sum of £528,470 (five hundred and twenty eight thousand four hundred and seventy pounds) to the Council for the purposes of the Council's GLLaB employment and skills initiative in the following instalments:
 - 7.1.1 £264,235 (two hundred and sixty four thousand two hundred and thirty five pounds) prior to the Implementation of Block 1
 - 7.1.2 £264,235 (two hundred and sixty four thousand two hundred and thirty five pounds) prior to the Implementation of Block 2
- 7.2 The Council covenants with the Developer that it will only use the sum paid under paragraph 7.1 above to support the recruitment employment and skills development of Local People and Local Businesses for the Development through GLLaB
- 7.3 The Developer covenants with the Council that in carrying out any of the Development it will fully participate in GLLaB and use its reasonable endeavours to promote and recruit employees contractors and sub-contractors from the area of the London Borough of Greenwich required for and during the construction of the Development
- 7.4 The Developer covenants with the Council that in carrying out the Development it will issue a written statement in accordance with the Form of Notice in Appendix A to this Annex D to its prospective contractors and sub-contractors at the tendering for work stage
- 7.5 The Developer covenants with the Council that in carrying out the Development it will:
 - 7.5.1 monitor and record the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich employed by the Developer in the construction of the Development
 - 7.5.2 monitor and record the names of companies that have secured contracts for the carrying out of the construction of the Development
 - 7.5.3 submit returns containing the information collected pursuant to paragraphs 7.5.1 and 7.5.2 above to the Council at regular intervals of not more than one month throughout the construction of the Development
- 7.6 The Developer covenants with the Council that in carrying out the Development it will use its reasonable endeavours to obtain from its respective contractors returns of the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich and engaged in the construction of the Development and to submit the same to the Council at regular intervals of not more than one month within 14 days of receipt of the said returns throughout the construction of the Development

Appendix A Training, Local Employment and Equal Opportunities

NOTICE TO CONTRACTORS

As required by the Section 106 Agreement between the Developer and the London Borough of Greenwich (and others), in respect of the scheme known as development at the Former Greenwich District Hospital the Developer hereby confirms that it is fully committed to participating in Greenwich Local Labour and Business initiatives and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of Greenwich and London Thames Gateway area during the regeneration of the scheme known as development at the Former Greenwich District Hospital, all appointed Contractors and sub-contractors on the development will be required to support this commitment and to assist in achieving these objectives. The Developer therefore hereby gives Notice that:

- (a) Greenwich Local Labour and Business (GLLaB) (in collaboration with the Developer) as primary agency working for the recruitment of local people and local businesses should be used as such;
- (b) The Developer and contractors will ensure that they and all of their contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;
- (c) the Developer and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at the Former Greenwich District Hospital;
- (d) the Developer and contractors are to monitor and record the number of local people and local businesses recruited from the area of the London Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at the Former Greenwich District Hospital, and in the operation of their development. The returns (which will enable the Council to assess such recruitment), will be submitted to the Developer at not more than one month intervals;
- (e) the Developer is fully committed to ensuring equal opportunities for employment and training for people and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Development and are to contain details of any disabilities from which such people may suffer. The returns are to be submitted on a monthly basis;
- (f) all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to the start date on Site. The Developer and its primary agencies will be able to assist with this;
- (g) the Developer and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
 - The Race Relations Acts 1976 and 2000;
 - The Sex Discrimination Act 1975;
 - The Equal Pay Act 1970;
 - The Disability Discrimination Act 1995 and the Manpower Services Commission's Code of Good Practice on the Employment of Disabled People;
 - European Directives issued under EU Treaty Articles 13 and 141; and

- Codes and Regulations formulated under the above Acts and Directives

ANNEX E – SOCIAL SERVICES CONTRIBUTIONS

1. Financial Contribution towards Social Services

1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £64,500 (sixty four thousand five hundred pounds) as a financial contribution towards the provision of Social Services within the London Borough of Greenwich in the following instalments:

- 1.1.1 £23,900 (twenty three thousand nine hundred pounds) prior to the Occupation of Block 1
- 1.1.2 £32,900 (thirty two thousand nine hundred pounds) prior to the Occupation of Block 3
- 1.1.3 £3,700 (three thousand seven hundred pounds) prior to the Occupation of Block 4
- 1.1.4 £4,000 (four thousand pounds) prior to the Occupation of Block 5

ANNEX F – LOCAL COMMUNITY FACILITIES CONTRIBUTION

1. Financial Contribution towards Community Facilities

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £386,452 (three hundred and eighty six thousand four hundred and fifty two pounds) as a financial contribution towards the provision by the Council of Community in the following instalments:
 - 1.1.1 £143,197 (one hundred and forty three thousand one hundred and ninety seven pounds) prior to the Occupation of Block 1
 - 1.1.2 £197,120 (one hundred and ninety seven thousand one hundred and twenty pounds) prior to the Occupation of Block 3
 - 1.1.3 £22,169 (twenty two thousand one hundred and sixty nine pounds) prior to the Occupation of Block 4
 - 1.1.4 £23,966 (twenty three thousand nine hundred and sixty six pounds) prior to the Occupation of Block 5

ANNEX G – CHILDREN'S PLAY SPACES, PUBLIC REALM AND PUBLIC ART

1. Provision, maintenance and management of Public Realm

The Developer covenants with the Council that the Developer shall without expense to the Council (subject as mentioned below) take all necessary steps diligently to lay out construct and otherwise complete in a proper and workmanlike manner to the reasonable satisfaction of the Council the Public Realm in accordance with a specification to be agreed with the Council whose approval is not to be unreasonably withheld or delayed and further the Developer shall ensure that the contractors employed in relation to the Remediation of the Public Realm shall give a collateral warranty to the Council executed as a Deed in the form approved by the Council

The Public Realm shall be constructed in accordance with a programme of development that shall be agreed between the Developer and the Council (both parties acting reasonably) and shall be completed in relation to each Phase no later than the Occupation of the last Dwelling of such Phase

The Developer hereby covenants with the Council that it will notify the Council in writing of the completion of each phase of the Public Realm as soon as reasonably practicable thereafter

Subject to the provisions of paragraphs 1.5.4 and 1.5.6 of this Annex G the Developer shall be responsible at its own expense for the due and proper maintenance of the Public Realm and shall (without prejudice to the generality of this):-

- 1.4.1 keep in proper repair and condition all existing ditches fences and gates in and around the Public Realm
- 1.4.2 keep the Public Realm clean and tidy and free from deposits of waste rubbish or refuse
- 1.4.3 keep all trees hedges shrubs plants and grass within the Public Realm in good health and condition and replace the same when necessary
- 1.4.4 keep the Public Realm in such secure and sound condition generally as will afford to the general public the free unobstructed and safe use thereof
- 1.4.5 effect and maintain full and adequate insurance cover in respect of any claims for injury that may be made by members of the public

The Developer shall (subject as mentioned below) allow the public from the completion of each phase of the Public Realm to have access on foot to such Public Realm and the following provisions shall apply:-

- 1.5.1 the Public Realm shall (subject as mentioned below) be open to the public for the enjoyment of the public at large on every day throughout the year during daylight hours save for those days in any calendar year upon which the Developer wishes to restrict such access for the purposes of good estate management and in respect of which the Developer has given prior notice to the Council provided that the Developer shall use reasonable endeavours to minimise any period during which public access to the Public Realm or parts thereof is restricted and shall not prevent access to the Public Realm or any part thereof for the purposes mentioned above (save in the case of emergency) (and subject as mentioned in paragraph 1.5.2 below) for any period exceeding 72 hours without the prior approval of the Council which shall not be unreasonably withheld or delayed
- 1.5.2 The Developer shall in any event be entitled to close the Public Realm on one day each year to prevent acquisition of any public rights and otherwise to display signs to preclude the acquisition of rights by members of the public

- 1.5.3 The Council by its officers workmen or agents will be allowed access to the Public Realm in order to ensure that the provisions of paragraphs 1.4 and 1.5.1 above are being complied with and in the event of there being a breach by the Developer of any of their obligations under paragraphs 1.4 and 1.5.1 above the Council may serve a default notice upon the Developer requiring any breach to be remedied within a period of twenty one days from the date of the said notice and the Developer shall either remedy the breach accordingly to the satisfaction of the Council or if the Developer does not accept the requirements of the said default notice it shall notify the Council in writing whereupon a dispute shall be deemed to have arisen to be determined by an Expert and the provisions of clause 10 shall apply
- 1.5.4 It is hereby agreed between the parties hereto that at the end of a period of two years from the date that the Public Realm (or any part thereof) is completed the Developer shall serve notice on the Council that the Public Realm (or any part thereof) has been completed and offer to the Council a lease of the Public Realm (or any part thereof) at a peppercorn rent ("the Public Realm Lease") and from the grant of the Public Realm Lease the Council shall assume responsibility for the maintenance of the Public Realm (or such part or parts of the Public Realm) at its own expense and the obligations upon the Developer under this paragraph 1 shall cease upon the grant of the Public Realm Lease in relation to such part of the Public Realm that has been transferred to the Council subject to the payment by the Developer to the Council of an amount agreed between the Council and the Developer towards the future maintenance of the Public Realm (or part thereof)
- 1.5.5 It is hereby agreed between the parties that the Developer shall not serve the notice referred to in paragraph 1.5.4 above unless the Public Realm (or such part thereof) is in a proper state of maintenance having regard to the Developer's obligations set out in this paragraph 1 and for the purpose of establishing whether the Public Realm is in a proper state of maintenance the Developer and the Council shall appoint jointly and at their equal expense an independent landscape architect to inspect the Public Realm and the said landscape architect shall in making his inspection have regard to the provisions of this paragraph PROVIDED THAT if the said landscape architect is not satisfied that the Public Realm is in a proper state of maintenance he will notify the Developer and the Council accordingly in writing and the Developer shall remedy the position to the satisfaction of the said landscape architect whose decision shall be final and binding
- 1.5.6 Once the said landscape architect has confirmed that the Public Realm is in a proper state of maintenance pursuant to paragraph 1.5.5 above the Council shall accept the Developer's offer of a lease of the Public Realm (or any part thereof) as referred to at paragraph 1.5.4 above and shall use reasonable endeavours to enter into the said lease as soon as reasonably practicable thereafter
- 1.5.7 From the date of completion of the Public Realm Lease the Council shall maintain the Public Realm (or such part or parts thereof) in accordance with a management plan to be agreed between the Developer and the Council (in consultation with the management company referred to at paragraph 5 of Annex L) prior to the date of completion of the said Public Realm Lease

2. Provision of Play Equipment

- 2.1 The Developer covenants with the Council to submit prior to the Implementation of the relevant Phase of the Development to the Council for approval details of Play Equipment

together with a programme for the implementation of the said Play Equipment within such Phase

- 2.2 The Developer covenants with the Council to install the Play Equipment at the Developer's cost in accordance with the details and the programme approved by the Council pursuant to paragraph 2.1 above to the reasonable satisfaction of the Council

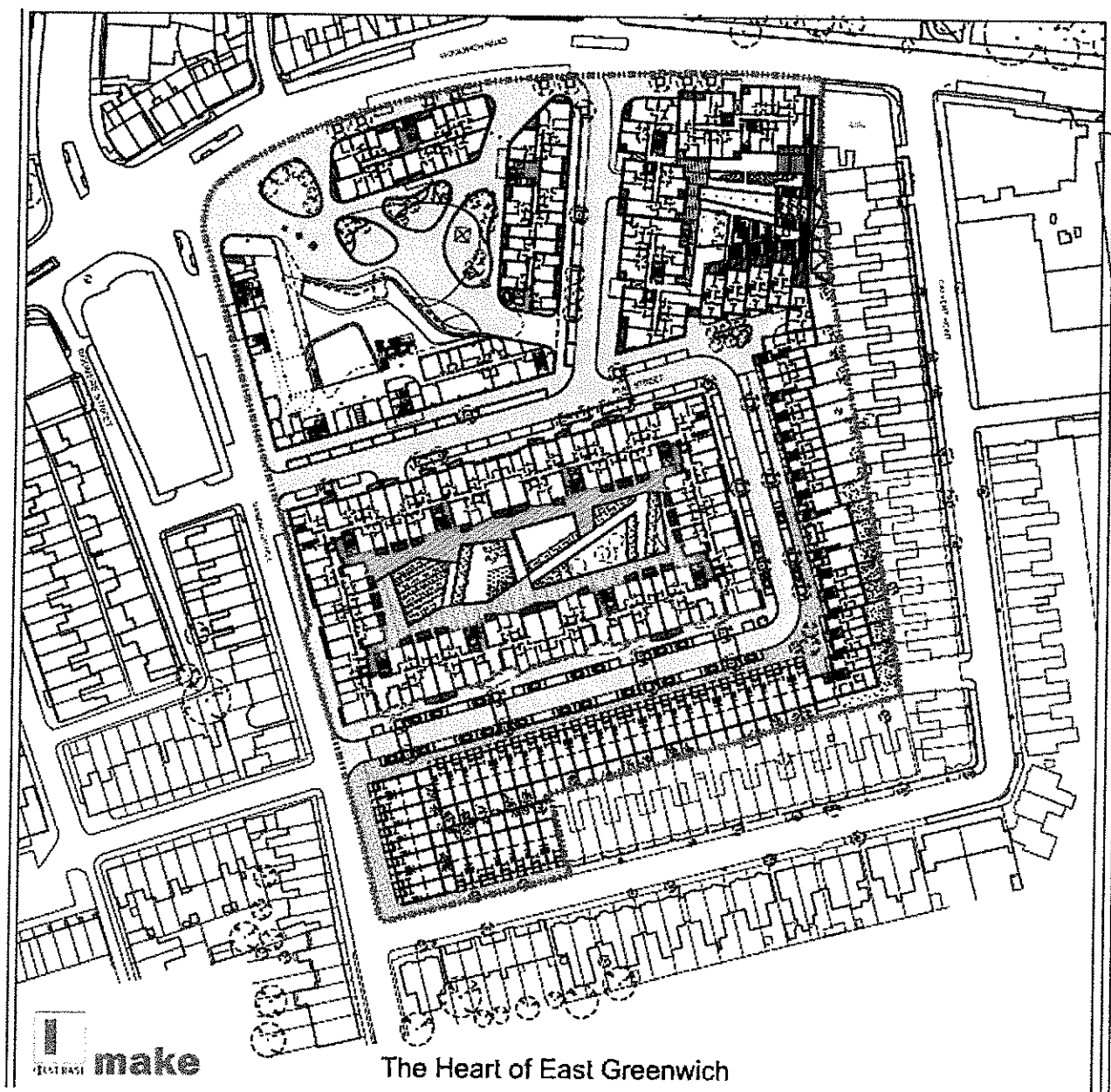
The Developer covenants with the Council that for the lifetime of the buildings the Development Play Equipment will be provided in good working order and condition and in accordance with safety requirements PROVIDED THAT if the Council takes a lease of the Public Realm pursuant to paragraph 1.5.4 above then this paragraph 2.3 shall not apply and the Council shall maintain the Play Equipment in accordance with its obligations in paragraphs 1.5.4 and 1.5.6 above

3. Provision of art in the Public Realm

- 3.1 The Developer covenants with the Council that by no later than the Occupation of each Phase of the Development to provide at its own expense art in the Public Realm within the relevant Phase of the Development in accordance with a strategy for art in the Public Realm for the whole Site previously approved by the Council

The Developer covenants with the Council that for the lifetime of the buildings the art in the Public Realm as approved by the Council pursuant to application reference 15/1217/SD will be provided and maintained in good order and condition PROVIDED THAT if the Council takes a lease of the Public Realm pursuant to paragraph 1.5.4 above then this paragraph 3.2 shall not apply and the Council shall maintain the art in the Public Realm

Appendix A
Plan of Public Realm to be Transferred to the Council



ANNEX H – PUBLIC SAFETY AND EMERGENCY SERVICES

1. Public Safety Improvements

The Developer covenants with the Council that it shall pay to the Council the total sum of £147,705 (one hundred and forty seven thousand seven hundred and five pounds) as a financial contribution towards the provision of public safety improvements within the vicinity of the Development in the following instalments:

- 1.1.1 £54,731 (fifty four thousand seven hundred and thirty one pounds) prior to the Occupation of Block 1
- 1.1.2 £75,341 (seventy five thousand three hundred and forty one pounds) prior to the Occupation of Block 3
- 1.1.3 £8,473 (eight thousand four hundred and seventy three pounds) prior to the Occupation of Block 4
- 1.1.4 £9,160 (nine thousand one hundred and sixty pounds) prior to the Occupation of Block 5

2. Emergency Services

The Developer covenants with the Council that it shall pay to the Council the total sum of £223,815 (two hundred and twenty three thousand eight hundred and fifteen pounds) as a financial contribution towards the provision of Emergency Services within the vicinity of the Development in the following instalments:

- 2.1.1 £82,933 (eighty two thousand nine hundred and thirty three pounds) prior to the Occupation of Block 1
- 2.1.2 £114,163 (one hundred and fourteen thousand one hundred and sixty three pounds) prior to the Occupation of Block 3
- 2.1.3 £12,839 (twelve thousand eight hundred and thirty nine pounds) prior to the Occupation of Block 4
- 2.1.4 £13,880 (thirteen thousand eight hundred and eighty pounds) prior to the Occupation of Block 5

ANNEX I – CULTURAL STRATEGY CONTRIBUTION

1. Contribution towards the Cultural Strategy

The Developer covenants with the Council that it shall pay to the Council the total sum of £98,987 (ninety eight thousand nine hundred and eighty seven pounds) as a financial contribution towards the Cultural Strategy in the following instalments:

- 1.1.1 £36,679 (thirty six thousand six hundred and seventy nine pounds) prior to the Occupation of Block 1
- 1.1.2 £50,491 (fifty thousand four hundred and ninety one pounds) prior to the Occupation of Block 3
- 1.1.3 £5,678 (five thousand six hundred and seventy eight pounds) prior to the Occupation of Block 4
- 1.1.4 £6,139 (six thousand one hundred and thirty nine pounds) prior to the Occupation of Block 5

ANNEX J – ENVIRONMENTAL HEALTH AND WASTE MANAGEMENT

1. Provision of Waste/Refuse Recycling Bins

1.1 The Developer covenants with the Council that:

- 1.1.1 it shall not Occupy or cause or allow to be Occupied any Dwelling in the Development until the said Dwelling has been provided (at no cost to the Council) with refuse bins and recycling boxes (of a type and specification approved by the Council) in accordance with the details set out in Appendix A to this Annex J
- 1.1.2 the cost of complying with the provisions of paragraph 1.1.1 shall not form part of the service charges payable by the Occupiers of Dwellings

2. Environmental Health Financial Contribution

2.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £86,860 (eighty six thousand eight hundred and sixty pounds) as a financial contribution towards the maintenance or improvement of Environmental Health and relevant facilities needed to achieve this in the following instalments:

- 2.1.1 £32,185 (thirty two thousand one hundred and eighty five pounds) prior to the Occupation of Block 1
- 2.1.2 £44,305 (forty four thousand three hundred and five pounds) prior to the Occupation of Block 3
- 2.1.3 £4,983 (four thousand nine hundred and eighty three pounds) prior to the Occupation of Block 4
- 2.1.4 £5,387 (five thousand three hundred and eighty seven pounds) prior to the Occupation of Block 5

3. Waste Management Financial Contribution

3.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £64,500 (sixty four thousand five hundred pounds) as a financial contribution towards waste disposal and recycling facilities where appropriate in the following instalments:

- 3.1.1 £23,900 (twenty three thousand nine hundred pounds) prior to the Occupation of Block 1
- 3.1.2 £32,900 (thirty two thousand nine hundred pounds) prior to the Occupation of Block 3
- 3.1.3 £3,700 (three thousand seven hundred pounds) prior to the Occupation of Block 4
- 3.1.4 £4,000 (four thousand pounds) prior to the Occupation of Block 5

Appendix A

Provision for Household Waste and Recycling Collection

1. Provision for Household Waste and Recycling Collection

Government legislation and the growing requirement for local authorities to meet increasing recycling targets means that the Council must provide adequate facilities to enable residents to recycle as much household waste as possible.

To enable Greenwich to meet these requirements, the following guidelines should be incorporated in all new developments in the borough.

2. Houses

Waste and recycling containers and quantities

Within the confines of the property it is necessary to provide sufficient storage for:-

1 x 240 litre wheeled bin for food and garden waste (compostable material)

1 x 240 litre blue-topped wheeled bin for mixed dry recyclables

1 x 240 litre wheelie bin for refuse

Storage areas should be designed to accommodate the wheeled bins "side by side" and not "end to end". This will allow residents to access all containers without having to wheel them out of the storage area.

Size of containers

Taylor 240 litre wheeled bins Width 730mm

Height 1685mm (with lid open)

Length 516mm

Where Developments include terrace-linked properties, consideration must be given to building in storage facilities for three wheeled bins.

Charges

Developers are required to provide each resident with the appropriate number of 240 litre wheeled bins at a cost of £50 each, including delivery. The Developer will pay for all containers in advance and Greenwich Council will deliver to residents when they move in. Developers should give residents the following telephone number/email address to contact in order to arrange delivery of the wheeled bins:- 020 8921 4661, or refuse@greenwich.gov.uk.

3. Flatted Accommodation

Waste & recycling containers and quantities

Communal storage chambers will need to be provided in the development to house containers based on the following:-

Every 8 properties require 2 containers, i.e.;

1 x container for household waste

1 x container for mixed dry recyclables

Size of containers

Chamberlain Model 940 for household waste

Width 950mm

Height 1410mm

Length 1010mm

Recycling Model 1100 for mixed dry recycling

Width 985mm

Height 1470mm

Length 1260mm

Charges

There will be an **annual** hire charge for Household waste containers of £120.00 plus VAT, which includes supply and maintenance of the containers. Recycling Containers have to be purchased for £300.00 plus VAT each. There is **No hire charge** for communal recycling containers.

The Council requires from the Developer (or Management Company), payment in advance, and prior to delivery. The first collection is free (one a week). Any additional collections are charged at £7.05 plus VAT per container per week.

Please contact the waste services department at least 6 weeks before delivery of containers is required.

Communal Storage Chambers

The chambers that house the containers need to be accessible and convenient to all households so that waste disposal and recycling does not become an effort for residents. Ideally they should be close to each residential block which should be accessed en route to or from the development's car park(s).

The doors need to be of a durable and hard wearing material as they will inevitably be knocked. Ideally they will need to open outwards rather than in to the chamber to allow maximum access and manoeuvring. The housing should have a water supply and drainage.

Consideration should also be given to providing storage facilities for household bulky items such as old furniture and white goods. This will avoid clogging up the household waste and recycling chambers. Alternatively, management companies must be advised of this requirement and instructed to ensure that separate arrangements for bulky items are made.

Accessibility

The Council requires that the walking distance from the container storage area to the refuse collection vehicle is no more than 15 metres.

The clearance height for a refuse collection vehicle is 3.7 metres.

Operatives require a safe collection area such as a lay by, if access to the chambers is to be via a dual carriage or main, fast flowing road.

A dropped kerb or crossover will be required to move the containers from the chamber to the refuse collection vehicle – it is not good practice to wheel the full containers down kerbs and then back up again after emptying.

If access to the chambers is within a car park area or via internal estate roads, the size of the refuse collection vehicles (26 tonne gross vehicle weight) and their manoeuvrability and turning characteristics need to be taken into account. The wall to wall turning circle is 16.1 metres.

Access to the storage chambers must be at ground level and they should be sited in locations which do not require refuse operatives to wheel containers up/down steps or inclines.

4. Costs

It is the Developer's responsibility to meet the costs of providing residents on new developments with the appropriate containers for household waste and mixed dry recycling.

5. Kitchen Waste

Developers are requested to consider design solutions, particularly in multi-occupancy properties, around the fitment of waste disposal units which are able to catch and compress solid kitchen waste, for collection (from a central point) and onward composting.

6. General

The Council would consider chutes in flatted accommodation, although they would be looking to have two chutes, one for recycling and one for the remaining waste.

Waste Services are keen that all new and future waste management requirements are taken into account in new developments. Accordingly, Developers are encouraged to discuss with Waste Services any additional storage requirements that may be needed in the future around green waste, or any other newly recyclable commodity.

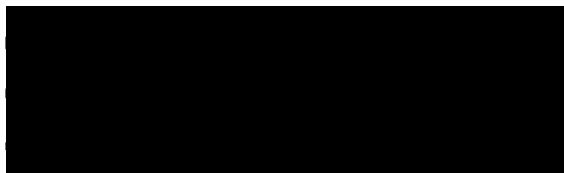
For further information, please contact:-


Waste Services
Birchmere Depot
Eastern Way
Thamesmead
London SE28 8BF

Telephone:

Fax:

Email:



ANNEX K – MONITORING, REVIEW, LEGAL AND PROFESSIONAL FEES

1. PAYMENT OF LEGAL COSTS

It is agreed that the Developer shall pay to the Council upon completion of this Agreement the reasonable legal costs of the Council in connection with the negotiation, preparation and execution of this Agreement in the sum of £11,500 (eight thousand five hundred pounds)

2. PAYMENT OF SECTION 106 MONITORING COSTS

It is further agreed that the Developer shall pay to the Council upon the Implementation Date the total sum of £2,220 (two thousand two hundred and twenty pounds) towards the Council's costs and expenses of monitoring on its own behalf compliance with the terms of this Agreement

3. MONITORING INFORMATION

The Developer covenants to submit development monitoring information in accordance with the details set out in Appendix A to this Annex K. The Schedules in Appendix A to this Annex K shall be completed and submitted to the Council as follows: M1 M2 and M3 shall be submitted two months after the grant of the Planning Permission and Schedules M3 and M4 on an annual basis until the completion of the Development.

Appendix A Monitoring Information

Schedule M1: Gross non-residential Floorspace Permitted (m ²)				
Permission Reference:				
Use Class	Pre-existing	Proposed		
A1 retail shop				
A2 business or financial service				
A3 restaurant or café				
A4 bar or pub				
A5 hot food take-away				
B1a office not recorded under A2				
B1b/c light industry or R&D				
B2 general industry				
B8 warehousing or storage				
C1 hotel or guest house			No. rooms:	
C2 clinic, hospital, boarding college			Specify use:	
D1 school or college (not boarding)				
hospital, clinic or crèche			Specify use:	
church, hall, exhibition gallery			Specify use:	
D2 indoor sports or leisure use			Specify use:	
Sui Non-residential only			Specify use:	
Other Non-residential only			Specify use:	
Total				

And How many off-street non-residential car parking spaces will be provided?

Schedule M2: Dwellings Existing and Proposed							
Permission Reference:							
	Pre-existing			Proposed			
	Private	Affordable	Total	Private	Social Rented	Inter-mediate	Total
Hostel/care home rooms							
Non S/C bedsits							
Studio							
1-bed flat							
2-bed flat							
2-bed house							
3-bed flat							
3-bed house							
4-bed flat							
4-bed house							
5+ bed house							

TOTAL							
How many of the proposed units will be built to meet wheelchair standards?							

Schedule M3: Renewable Energy (Annual Update)			
Permission Reference:			
Source	Total (KWh)	proposed	Active (KWh) as at 31 March 20
Solar panels			
Photovoltaics			
Wind turbines			
Ground heat exchange			
Combined Heat & Power **			
Other			
Total			
(**only if using waste/biomass/renewable fuel)			

Schedule M4: Annual Completions: Year ending 31 March 20xx					
Permission Reference:					
Dwellings Completed	Private	Social Rented	Intermediate		Total
Hostel/care home rooms					
Non S/C bedsit rooms					
Studio					
1-bed flat					
2-bed flat					
2-bed house					
3-bed flat					
3-bed house					
4-bed flat					
4-bed house					
5+ bed house					
How many of the above units meet wheelchair standards?					
Non-residential floorspace completed: Year ending 31 March 20xx					
retail shop	A1	(sqm gross)			
business or financial service	A2	(sqm gross)			
restaurant or café	A3	(sqm gross)			
bar or pub	A4	(sqm gross)			
hot food take-away	A5	(sqm gross)			
office not recorded under A2	B1a	(sqm gross)			
light industry or R&D	B1b/c	(sqm gross)			
general industry	B2	(sqm gross)			
warehousing or storage	B8	(sqm gross)			
hotel or guest house	C1	(sqm gross)			
clinic, hospital, boarding college	C2	(sqm gross)			
school or college (not boarding)	D1	(sqm gross)			
hospital, clinic or crèche	D1	(sqm gross)			
church, hall, exhibition gallery	D1	(sqm gross)			
indoor sports or leisure use	D2	(sqm gross)			
Non-residential only	Sui	(sqm gross)			
Non-residential only	Other	(sqm gross)			

Total	
-------	--

ANNEX L – FURTHER OBLIGATIONS

1. Construction Charter

1.1 The Developer covenants with the Council that:

- 1.1.1 prior to the Implementation of each Phase it shall submit to the Council for approval a Construction Charter in connection with the carrying out of the development of such Phase which shall be based on the Principles of the Code of Good Practice set out in Appendix A to this Annex L
- 1.1.2 it will use all reasonable endeavours to ensure that its contractors comply with the Construction Charter approved by the Council in accordance with this paragraph 1

2. Achievement of secured by design certification

The Developer covenants with the Council that prior to the Implementation of each Phase it shall:

- 2.1.1 consult with the crime prevention design advisor to discuss the methods required to achieve Secure By Design within the relevant Phase and consult and keep the Council regularly informed of progress and outcome of such discussions; and
- 2.1.2 submit to the Council a report demonstrating how the relevant Phase achieves a safe and secure environment

3. Environmental sustainability measures

3.1 The Developer covenants with the Council that:-

- 3.1.1 it will ensure that the Development is so designed and constructed as to achieve a Code Level 4 rating as defined by the Code for Sustainable Homes (February 2008) which should include measures in respect of ecological enhancements rainwater recycling and low water usage in respect of appliances
- 3.1.2 it will ensure the non-residential units are designed and constructed as to achieve a BREEAM Excellent rating which should include measures in respect of ecological enhancements rainwater recycling and low water usage in respect of appliances and it will submit to the Council prior to the Occupation of the non-residential units a report verifying this prepared by a registered assessor chosen from the list approved for such purposes by the Building Research Establishment
- 3.1.3 a report from a registered assessor chosen from the list approved for such purposes by the Building Research Establishment which gives the opinion that the design of the Development achieves a Level 4 rating (as referred to at paragraph 3.1.1 above) shall be submitted to the Council by the Developer in writing prior to the Implementation of the relevant Phase

4. Provision of Combined Heat and Power Plant

4.1 The Developer covenants with the Council

- 4.1.1 that the Developer will procure at no cost to the CCG or the Council the installation of the CHP Plant in the location approved by the Council pursuant to condition 30 of the S73 application above to make available communal heating and power to each of the Greenwich Centre, the Affordable Housing Units and the Private Residential Units

5. Provision of a Management Company and Representative Body

- 5.1 The Developer covenants with the Council not later than the First Occupation Date to form a management company, being a permanent body established to oversee and manage the Land, including the maintenance of infrastructure and community development:
- 5.1.1 which shall include among its objectives and powers the management (with a view to fulfilling the different obligations of the various occupiers and users) of the Land; and
 - 5.1.2 whose board shall include at least one resident representative, a Registered Provider representative, a Developer representative, a GLA representative and a Council representative

Appendix A Code of Practice

Principles

Considerate

All work must be carried out safely and with consideration for the people who live and work nearby, the travelling public, visitors to the area and the workers on the site. Special consideration must be given to the needs of people with sight, hearing or mobility difficulties, including those in wheelchairs or pushing prams.

Clean, Tidy and Safe

The footpaths and roads adjacent to the Site, including features such as hoardings, scaffolding, warning lights and signs must be kept clean, tidy and safe. Frequent checks must be made by the Developer's contractors to ensure these standards are kept. Safe public access must be maintained at all times. The burning of waste will not be allowed. Dust must be kept to a minimum. All plant and machinery must be maintained in safe working order. Materials must be stored safely on the Site.

Quiet

Noise from the Site from any source must be kept to a minimum. Outside of agreed working hours there must be no construction noise audible at the boundary of the site unless prior agreement has been reached with the Council.

Responsible

The Developer's contractors have the overall responsibility for ensuring that all trade contractors their employees, sub-contractors, suppliers and others working on or near the site comply with the Code of Good practice. A contact board must be displayed outside of the site displaying names and telephone numbers of staff who can respond to issues raised by residents, businesses and others. The information and complaints 'hot line' will be maintained for all the operational hours on Site.

Community Liaison Officer

The Developer will appoint a nominated liaison officer to receive comments/complaints from residents, public, officers and members in Greenwich and to liaise with contractors.

Detailed issues to be covered

Roads and Footpaths –

- * Temporary and permanent closures and diversions
- * Pedestrian Routes
- * Maintenance and repair of highway
- * Lorry Movements (haul routes)
- * Mud on roads/footpaths
- * Avoidance of fly-tipping (ticket system)
- * Street cleaning
- * Traffic control and safety
- * Lighting maintenance
- * Site access
- * Hoardings and protection to public highway boundaries
- * Security

- * Emergency access

Noise and hours of working –

- * Hours of working
- * Noise control
- * Vibration control

Dust and air pollution –

- * Dust
- * Special precautions for asbestos and hazardous waste
- * Air pollution

Disposal of contaminated materials -

- * Excavation materials
- * Demolition materials

Urban ecology –

- * Encroachment into wildlife areas
- * Protection of trees
- * Tree replacement

Protection of water courses –

- * Disposal of waste water and ground water
- * Protection of aquifers

FOURTH SCHEDULE
The Council's Covenants

1. Planning Permission

1.1 The Council covenants with the Developer:

- 1.1.1 to grant the Planning Permission on the date hereof.
- 1.1.2 to use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree.

2. Repayment of Contributions

2.1 The Council covenants with the Developer:

- 2.1.1 subject to paragraph 1.1.2 above the Council will pay to the Developer such amount of any payment made by the Developer to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by the Council of such payment together with interest accrued for the period from the date of payment to the date of refund within 28 days of the request of the same made by the Developer
- 2.1.2 to provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement

3. Discharge of Obligations

- 3.1 At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

4. Car Club

- 4.1 The Council covenants with the Developer to ensure that the Car Club is made available to employees and businesses in the vicinity of the Development and other residential occupiers living in the vicinity of the Development in the event that there is spare capacity to do so

FIFTH SCHEDULE

GLA's Covenant

1. Subject to paragraph 2 below GLA covenants with the Council that in respect of the covenants given by the Developer in this Agreement, in the event of a lease of a Phase referred to in Recital I either not having been granted to the Developer or having been granted being terminated or otherwise forfeited and such covenants remaining unperformed GLA shall not allow the further development of the Phase the subject matter of the lease pursuant to the Planning Permission without procuring a covenant direct from the new developer to the Council to comply with the Developer's obligations in place of the Developer and upon completion of a covenant from the new developer aforesaid and delivering a copy of the said covenant to the Council the Developer shall be released from its obligations under this Agreement in respect of the relevant Phase (save for liability in respect of any antecedent breach)
2. From the date when the relevant lease referred to in Recital H is terminated or otherwise forfeited or the agreement for lease terminated in respect of that Phase without the lease having been granted as aforesaid until such time as the new developer is notified to and has covenanted to the Council as aforesaid GLA shall be deemed to be the Developer in this Agreement in relation to the obligations for that Phase only and shall comply with the obligations on the part of the Developer in this Agreement
3. The liability of GLA under paragraphs 1 and 2 above:
 - (a) Shall relate only to those covenants that have been triggered due to the stage the Development has reached as at the date GLA has given notice in writing to the Council that the relevant (or any subsequent) lease referred to in Recital H has been terminated or otherwise forfeited or the agreement for lease terminated in respect of that Phase without the lease having been granted insofar as they have not been fully complied with and to any covenants that are triggered subsequently as a result of the failure by GLA to prevent the further development of the Land pursuant to paragraph 1 and
 - (b) Shall cease immediately on completion of the covenant from the new developer to the Council and delivery of a copy of the covenant to the Council as referred to under paragraph 1
4. GLA covenants with the Council that where the Developer has already submitted to the Council for approval site-wide details strategies or programmes pursuant to the Developer's obligations contained in the Third Schedule to this Agreement (whether the Developer has a lease of all or part of the Land at the time), and the Council has already agreed in writing the said details strategies or programmes, GLA shall require in any lease or leases of part of the Land (excepting those granted to the Developer) that the new developer or developers shall enter into a covenant direct with the Council to comply with the said details strategies or programmes already agreed with the Council AND IT IS hereby acknowledged by the parties to this Agreement that the new developer or GLA may put to the Council suggested variations and/or amendments to the details strategies or programmes subject to approval by the Council acting reasonably and without delay
5. GLA covenants with the Council that not less than 21 days prior to granting a lease of any part of the Land it shall request from the Council the agreed details strategies and programmes that are referred to in paragraph 4 and provide the same to the lessee once received from the Council

SIXTH SCHEDULE

Obligations satisfied or partially satisfied as at the date of this Agreement

S106 AGREEMENT

OBLIGATION	S106 AGREEMENT PROVISION	NOTES/DATE OF SATISFACTION																																																								
Provision of Affordable Housing	Third Schedule, Annex A, para. 1.1.2, 1.1.3 and Appendix A	<p>140 of the 314 Affordable Housing Rental Units have been provided as set out in the table below. 30 Affordable Housing Rental Units are to be provided as part of Block 3.</p> <p>88 of the 144 Intermediate Housing Units have been provided as set out in the table below. 56 Intermediate Housing Units are to be provided as part of Block 3.</p> <table><tr><th></th><th colspan="4">Affordable Housing Rental Units</th><th colspan="3">Intermediate Housing Units</th></tr><tr><th></th><th>1 bed</th><th>2 bed</th><th>3 bed</th><th>4 bed</th><th>1 bed</th><th>2 bed</th><th>3 bed</th></tr><tr><td>Block 1</td><td>25</td><td>20</td><td>8</td><td>0</td><td>25</td><td>32</td><td>11</td></tr><tr><td>Block 2</td><td>28</td><td>28</td><td>17</td><td>6</td><td>6</td><td>6</td><td>6</td></tr><tr><td>Block 4</td><td>0</td><td>0</td><td>6</td><td>0</td><td>0</td><td>0</td><td>2</td></tr><tr><td>Block 5</td><td>0</td><td>0</td><td>0</td><td>2</td><td>0</td><td>0</td><td>0</td></tr><tr><td>TOTAL</td><td>53</td><td>48</td><td>31</td><td>8</td><td>31</td><td>38</td><td>19</td></tr></table>		Affordable Housing Rental Units				Intermediate Housing Units				1 bed	2 bed	3 bed	4 bed	1 bed	2 bed	3 bed	Block 1	25	20	8	0	25	32	11	Block 2	28	28	17	6	6	6	6	Block 4	0	0	6	0	0	0	2	Block 5	0	0	0	2	0	0	0	TOTAL	53	48	31	8	31	38	19
	Affordable Housing Rental Units				Intermediate Housing Units																																																					
	1 bed	2 bed	3 bed	4 bed	1 bed	2 bed	3 bed																																																			
Block 1	25	20	8	0	25	32	11																																																			
Block 2	28	28	17	6	6	6	6																																																			
Block 4	0	0	6	0	0	0	2																																																			
Block 5	0	0	0	2	0	0	0																																																			
TOTAL	53	48	31	8	31	38	19																																																			
Intermediate Housing Units	Third Schedule, Annex A, para 5.1.1, 5.1.2 and 5.1.3	<p>55 Intermediate Housing Units have been sold in compliance with paragraphs 5.1.1 and 5.1.2 of Annex A, Third Schedule, such that paragraphs 5.1.1 and 5.1.2 of Annex A, Third Schedule no longer apply.</p> <p>33 of the Intermediate Housing Units have been sold in compliance with paragraph 5.1.3 of Annex A, Third Schedule.</p> <p>The remaining 56 Intermediate Housing Units shall be sold in accordance with paragraph 5.1.3 of Annex A, Third Schedule.</p>																																																								
Provision of Affordable Housing Marketing Plan	Third Schedule, Annex A, para. 6.1.1	16 April 2015. Updated marketing plan required for Block 3																																																								
Confirmation of location of Affordable Housing Units	Third Schedule, Annex A, para. 12.1.1	In relation to Blocks 1 and 2, 2 May 2013; 4, 6 May 2014; and 5, 27 October 2016. Confirmation still required in respect of Block 3.																																																								
Contributions	Third Schedule, Annex B, para. 1	[Council indicates that these obligations have been discharged except in relation to the indexation payment.]																																																								
Implementation of low emissions transport scheme	Third Schedule, Annex B, para. 3	29 September 2016																																																								
Provision of Travel Plan	Third Schedule, Annex B, para. 6	12 March 2014																																																								

Contribution towards Nursery Education (Block 1)	Third Schedule, Annex D, paragraph 3.1.1	
Contribution towards Nursery Education (Block 2)	Third Schedule, Annex D, paragraph 3.1.2	
Contribution towards Primary Schedule Education (Block 1)	Third Schedule, Annex D, paragraph 4.1.1	
Contribution towards Primary Schedule Education (Block 4)	Third Schedule, Annex D, paragraph 4.1.3	
Contribution towards Primary Schedule Education (Block 5)	Third Schedule, Annex D, paragraph 4.1.4	
Contribution towards Secondary Education (Block 1)	Third Schedule, Annex D, paragraph 5.1.1	
Contribution towards Secondary Education (Block 4)	Third Schedule, Annex D, paragraph 5.1.3	
Contribution towards Secondary Education (Block 5)	Third Schedule, Annex D, paragraph 5.1.4	
Contribution towards Post 16 Education (Block 1)	Third Schedule, Annex D, paragraph 6.1.1	
Contribution towards Post 16 Education (Block 4)	Third Schedule, Annex D, paragraph 6.1.3	

Contribution towards Post 16 Education (Block 5)	Third Schedule, Annex D, paragraph 6.1.4	
Financial contribution towards GLLaB (Block 1)	Third Schedule, Annex D, paragraph 7.1.1	
Financial contribution towards GLLaB (Block 2)	Third Schedule, Annex D, paragraph 7.1.2	
Contribution towards Community Facilities (Block 1)	Third Schedule, Annex F, paragraph 1.1.1	
Contribution towards Community Facilities (Block 4)	Third Schedule, Annex F, paragraph 1.1.3	
Contribution towards Community Facilities (Block 1)	Third Schedule, Annex F, paragraph 1.1.4	
Completion of Public Realm	Third Schedule, Annex G, para. 1.3	6 October 2016
Approval of play equipment	Third Schedule, Annex G, para. 2.1	In relation to Blocks 1 and 2 only, 22 September 2016
Provision of art in the Public Realm	Third Schedule, Annex G, paragraph 3.1	14 October 2015
Contribution towards Public Safety Improvements (Block 1)	Third Schedule, Annex H, paragraph 1.1.1	
Contribution towards Public Safety Improvements (Block 4)	Third Schedule, Annex H, paragraph 1.1.3	

Contribution towards Public Safety Improvements (Block 5)	Third Schedule, Annex H, paragraph 1.1.4	
Contribution towards Emergency Services (Block 1)	Third Schedule, Annex H, paragraph 2.1.1	
Contribution towards Emergency Services (Block 4)	Third Schedule, Annex H, paragraph 2.1.3	
Contribution towards Emergency Services (Block 5)	Third Schedule, Annex H, paragraph 2.1.4	
Contribution towards Cultural Strategy (Block 1)	Third Schedule, Annex I, paragraph 1.1.1	
Contribution towards Cultural Strategy (Block 4)	Third Schedule, Annex I, paragraph 1.1.3	
Contribution towards Cultural Strategy (Block 5)	Third Schedule, Annex I, paragraph 1.1.4	
Contribution towards Environmental Health (Block 1)	Third Schedule, Annex J, paragraph 2.1.1	
Contribution towards Environmental Health (Block 4)	Third Schedule, Annex J, paragraph 2.1.3	
Contribution towards Environmental Health (Block 5)	Third Schedule, Annex J, paragraph 2.1.4	

Contribution towards Waste Management (Block 1)	Third Schedule, Annex J, paragraph 3.1.1	
Contribution towards Waste Management (Block 4)	Third Schedule, Annex J, paragraph 3.1.3	
Contribution towards Waste Management (Block 5)	Third Schedule, Annex J, paragraph 3.1.4	
Provision of Construction Charter	Third Schedule, Annex L, para. 1.1.1	3 October 2013 approved in relation to Block 3 - 20 July 2018
Submission of BREEAM verification report	Third Schedule, Annex L, para. 3.1.2	Discharged except in relation to Greenwich Centre, 23 July 2015. Still required in respect of Block 3
Provision of CHP	Third Schedule, Annex L, para. 4.1.1	22 September 2016

**APPENDIX
S106 Agreement**

DATED

30th March 2012

DEED OF MODIFICATION

under Section 106A Town & Country Planning Act 1990

TO: SECTION 106 AGREEMENT DATED 31 MARCH 2009

RE: Former Greenwich District Hospital Site London SE10 – Known as the Heart of East Greenwich

Between

THE HOMES AND COMMUNITIES AGENCY

and

GREENWICH TEACHING PRIMARY CARE TRUST

and

THE ROYAL BOROUGH OF GREENWICH

Reynolds Porter Chamberlain LLP
Tower Bridge House
St Katharine's Way
London
E1W 1AA

Ref: KVH/EZP/HAD20.4

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THIS DEED OF AGREEMENT is made the 30th day of March 2012

BETWEEN:

- (1) **THE HOMES AND COMMUNITIES AGENCY** of 110 Buckingham Palace Road, London SW1 9SA ("HCA").
- (2) **GREENWICH TEACHING PRIMARY CARE TRUST** of 31-37 Greenwich Park Street SE10 9LR ("PCT").
- (3) **THE ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street Woolwich London SE18 6PW (the "Council").

Whereas:

- (A) HCA holds the freehold interest in part of the Land registered with freehold Title Absolute at the Land Registry under Title Number TGL249007
- (B) PCT holds the freehold interest in part of the Land registered with freehold Title Absolute at the Land Registry under Title Number TGL196230
- (C) The part of the Land registered under Title Number SGL123769 (which is required for highway purposes only) is still registered as being owned by the Greater London Council. Title in this land has now been devolved from the Greater London Council to the London Residuary Body by the Local Government Act 1985 then from the London Residuary Body to the London Borough of Greenwich by Article 4(1)(f) of the London Residuary Body (Transfer of Property etc) Order 1990
- (D) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and holds the freehold interest in part of the Land with freehold Title Absolute under Title Numbers SGL96451 and SGL209775.
- (E) The above freehold interests represent the ownership of the site at the Former Greenwich District Hospital Vanbrugh Hill SE10 9HE (the Land) the boundaries of which are delineated for the purposes of identification only edged red on Plan 1 and form part of the Land
- (F) On 31 March 2009 a Section 106 Agreement made between (1) First Base (East Greenwich Residential) Land Limited; (2) HCA; (3) PCT; and (4) the Council was completed (the **S106 Agreement**) and the Council granted the Planning Permission
- (G) First Base (East Greenwich Residential) Land Limited as a party to the S106 Agreement no longer has any interest in the Land and accordingly the covenants of the Developer

within the S106 Agreement revert to HCA and the consent of First Base is not required in respect of the modifications contained in this Deed

- (H) Since the grant of Planning Permission the Government-backed affordable housing scheme known as the London Wide Initiative has been discontinued
- (I) The Developer has identified a number of practical issues with the use of biomass fuel such that it would not be reasonably practicable to provide a biomass CHP plant as part of the Development and consequently the Developer wishes to provide a gas-fired CHP plant whilst still maximising carbon reductions in accordance with the energy hierarchy of the London Plan July 2011
- (J) The GLA definition of "net zero carbon emissions" has been revised so that it now only applies to housing which achieves Code Levels 5 and 6 ratings (as defined by the Code for Sustainable Homes) and consequently the Developer is no longer required to deliver net zero carbon emissions for the Development but will minimise carbon emissions to achieve a planning requirement of Code Level 4 rating and a BREEAM Excellent rating in accordance with the S106 Agreement
- (K) The Council has agreed to modify the S106 Agreement pursuant to a resolution of the Planning Board made on 20 December 2011
- (L) HCA, PCT and the Council have agreed to modify the S106 Agreement as set out in the terms below.

THIS DEED WITNESSES the following:

1. Interpretation

- 1.1 Unless expressly defined in this Deed, all expressions and terms used in this Deed (including the parties and recitals hereto) shall bear the same meaning as in the S106 Agreement (except to the extent that they are expressly varied in this Deed).
- 1.2 In this Deed (including the parties and recitals hereto) unless the context demands otherwise the following expressions and terms shall have the following meanings:

"Land"

means the land the boundaries of which are delineated for purposes of identification only edged red on the plan attached to this Deed at

Appendix 1

"Planning Permission"

means the planning permission dated 31 March 2009 by the Council in relation to the Development under the Council's reference number 08/0688/F

"S106 Agreement"

means the Section 106 Agreement dated 31 March 2009 entered into by (1) First Base (East Greenwich Residential) Land Limited (2) The Homes and Communities Agency (3) Greenwich Teaching Primary Care Trust and (4) The Mayor and Burgesses of the London Borough of Greenwich in relation to the Land a copy of which is annexed to this Deed at Appendix 2

- 1.3 Headings in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate.

2. Legal Effect

- 2.1 This Deed is made pursuant to Section 106 Section 106A(1)(a) and Section 106A(2) of the Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and all other powers enabling with the effect that the covenants and obligations contained in the S106 Agreement are supplemented or modified by this Deed to the extent expressly stated herein and the supplementary provision contained in this Deed shall be enforceable by the Council as the local planning authority as if it were a provision of the S106 Agreement subject to the terms of this Deed
- 2.2 The parties agree that the terms (including the rights, remedies and burdens of the parties thereto) of the S106 Agreement (as modified by this Deed) shall apply to the supplementary provisions contained in Clauses 5 and 6 of this Deed
- 2.3 If any provision in this Deed shall in whole or in part be held (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 2.4 This Deed shall be registerable as a local land charge by the Council
- 2.5 Save as expressly modified by this Deed the S106 Agreement will remain in full force and effect

3. **Commencement**

The covenants and obligations in this Deed shall take effect from the date of this Deed

4. **Modification relating to the Developer's obligations**

- 4.1 The parties to this Deed hereby acknowledge that in consequence of First Base (East Greenwich Residential) Land Limited no longer having any interest in the Land, Clause 7.2 shall be deleted and replaced with a new Clause 7.2 as follows:

7.2	HCA acknowledges the obligations placed on the Developer in the Third Schedule to this Agreement and agrees to perform those obligations in place of the Developer.
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5. **Modification relating to Affordable Housing**

- 5.1 HCA, PCT and the Council agree that with effect from the date of this Deed the following modification to the S106 Agreement shall apply:

Definitions

- 5.2 The following definitions (in Clause 1 of the S106 Agreement) and references in the S106 Agreement shall be deleted:

- 5.2.1 "Affordable Housing Provider";
- 5.2.2 "Affordable Housing Review";
- 5.2.3 "Independent Financial Assessor";
- 5.2.4 "Key Worker";
- 5.2.5 "London Wide Initiative";
- 5.2.6 "London Wide Initiative Additional Dwellings";
- 5.2.7 "London Wide Initiative Additional Dwellings Marketing Plan";
- 5.2.8 "London Wide Initiative Additional Dwellings Price";
- 5.2.9 "London Wide Initiative Units";
- 5.2.10 "London Wide Initiative Units Marketing Plan";
- 5.2.11 "London Wide Initiative Units Price";

5.2.12 "LWI Contract";

5.2.13 "LWI Purchaser"; and

5.2.14 "Social Housing Grant"

- 5.3 The definition of "Affordable Housing Rental Units Price" in Clause 1 shall be deleted and replaced (in the correct alphabetical order) with:

"Affordable Housing Units Price"	shall mean the price to be paid to the Developer by the nominated Registered Provider as consideration in respect of the Affordable Housing Units (which shall include the cost of 82 Affordable Housing Parking Spaces transferred to the Registered Provider in accordance with the terms of this Agreement) inclusive of Public Subsidy less On Costs
----------------------------------	--

and all references to "Affordable Housing Rental Units Price" in the S106 Agreement shall be deleted and replaced with "Affordable Housing Units Price"

- 5.4 The definition of "Registered Social Landlord" in Clause 1 shall be deleted and replaced (in the correct alphabetical order) with:

"Registered Provider"	shall mean London and Quadrant Housing Group or another provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and which is registered by the HCA pursuant to section 3 of the Housing and Regeneration Act 2008 nominated as a registered provider for the purposes of this Agreement by the Council in agreement with the Developer from the list of Registered Providers at Appendix B to Annex A or as otherwise agreed between the Council and the Developer and approved by the Council
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and all references to "Registered Social Landlord" in the S106 Agreement shall be deleted and replaced with "Registered Provider"

- 5.5 The definition of "RSL Contract" in Clause 1 shall be deleted and replaced (in the correct alphabetical order) with:

"RP Contract"	shall mean a contract or contracts between the Developer and the Registered Provider providing for the grant of a lease or leases of a term no less
---------------	---

	than 125 years over the Affordable Housing Rental Units and the Intermediate Housing Units transferred to the Registered Provider in accordance with the terms of this Agreement
--	--

and all references to "*RSL Contract*" in the S106 Agreement shall be deleted and replaced with "*RP Contract*"

- 5.6 The following definitions shall be added to Clause 1 of the S106 Agreement in the correct alphabetical order:

"Intermediate Housing Units"	shall mean the 144 units of Intermediate Housing to be provided on the Land to the Agreed Mix in accordance with the terms of this Agreement
"Intermediate Housing Units Marketing Plan"	shall mean a plan to market the Intermediate Housing Units to households on a range of incomes in accordance with the terms of this Agreement with priority being given to persons registered on the Sub Regional Low Cost Home Ownership Register
"Modification Agreement"	shall mean the deed of agreement made under Section 106A of the Act between (1) The Homes and Communities Agency.; (2) Greenwich Teaching Primary Care Trust and (3) The Royal Borough of Greenwich and completed pursuant to the resolution of the Council's Planning Board dated 20 December 2011 to agree to the modification of this Agreement
"TSA"	shall mean the Tenancy Services Authority being the organisation empowered to regulate Registered Providers under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the TSA
"TSA Target Rental Levels"	shall mean target rent levels as calculated using the formula set out in the Department of Environment, Transport and the Region's guidance entitled "Guide to Social Rent Reforms" dated March 2011 and the Housing Corporation's guidance "Rent Influencing Regime – Implementing the Rent Restructuring Framework"

	dated 2011 which applies a 70% weighting to the relative average county annual earnings and a 30% weighting to relative capital values (EUV as at January 1999 as above) with an adjustment factor for the number of bedrooms in the relevant property, such target rents being in line with the rent capped levels as stated in the HCA's Guidance on Target Rent Caps (Rents, Rent Differentials and Service Charges for Housing Associations – 2011/2012)
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5.7 The terms of the following definitions in Clause 1 shall be amended (in the correct alphabetical order) as follows:

"Affordable Housing Rental Units"	shall mean a total of 170 Affordable Housing Rental Units for rent to be provided by the Developer on the Land to the Agreed Mix including the provision of 15 wheelchair units in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief
"Affordable Housing Units"	shall mean (subject to the terms of this Agreement) the Affordable Housing Rental Units and the Intermediate Housing Units in locations substantially in accordance with such plans which are to be agreed between the Developer and the Council
"Agreed Mix"	shall mean the agreed mix of tenure and unit types of Affordable Housing Rental Units and Intermediate Housing Units as described in Appendix A to Annex A
"Car Parking Management Plan"	shall mean a plan detailing initiatives for the management of car parking in the Development which shall include the matters set out in: (a) paragraph 8.2 in Annex A to the Third Schedule (Affordable Housing) (as modified by the Modification Agreement); (b) paragraphs 4.2 and 4.3 of Annex B (Transport)

	<p>to the Third Schedule of this Agreement; and</p> <p>(c) the matters set out at Appendix B of Annex B (Car Parking Management Plan) to the Third Schedule of this Agreement</p>
"Intermediate Housing"	shall mean Affordable Housing to be provided in accordance with the current guidance and standards published from time to time by HCA (or successor body) or such other form(s) of intermediate housing as may be agreed between the Council HCA and the Developer
"Sub-Regional Low Cost Home Ownership Register"	shall mean the computerised list managed by London & Quadrant Housing Trust or such other managing agent, approved by the Council on behalf of the five Local Authorities in the SE London sub regional grouping, comprising Bexley; Bromley; Greenwich; Lewisham and Southwark, which contains details of people nominated by local employers, who have expressed an interest in Intermediate Housing Units

- 5.8 All of the plans appended to the S106 Agreement at the First Schedule shall be deemed to have been removed SAVE FOR the two plans labelled "Plan 1" and "Plan 2" respectively (copies of which are appended to this Deed at Appendix 1 for ease of reference) which shall continue to be appended to the First Schedule of the S106 Agreement

- 5.9 In the Third Schedule, Annex A (Affordable Housing) shall be deleted in its entirety and replaced with the following:

ANNEX A – AFFORDABLE HOUSING

1 Provision of Affordable Housing

1.1 The Developer covenants with the Council that:

1.1.1 Not less than 314 of the Dwellings permitted by the Planning Permission shall be constructed as Affordable Housing Units in accordance with the terms of this Agreement

1.1.2 The Affordable Housing Units referred to in paragraph 1.1.1 shall comprise:

(a) 170 Affordable Housing Rental Units; and

(b) 144 Intermediate Housing Units

1.1.3 The Intermediate Housing Units and the Affordable Housing Rental Units shall be generally provided in accordance with the Agreed Mix as set out at Appendix A of this Annex A or as may be subsequently agreed between the Council and the Developer

2 Timing of Occupation of Affordable Housing

2.1 The Developer covenants with the Council not to Occupy or cause or allow to be Occupied for residential purposes:

2.1.1 more than 150 Private Residential Units until 150 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A

2.1.2 more than 314 Private Residential Units until a total of 314 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A

3 Disposal of Affordable Housing

3.1 The Developer covenants with the Council that:

3.1.1 prior to the Occupation of the Affordable Housing Rental Units, the Affordable Housing Rental Units shall be leased (for a term of not less

than 125 years) to the Registered Provider together with such Affordable Housing Parking Spaces as shall be agreed between the parties (and all necessary rights of access thereto) at the Affordable Housing Units Price and in accordance with the Car Parking Management Plan, the RP Contract and paragraphs 4, 7 and 11 of this Annex A

- 3.1.2 prior to the Occupation of the Intermediate Housing Units, the Intermediate Housing Units shall be leased (for a term of not less than 125 years) to the Registered Provider together with such Affordable Housing Parking Spaces as shall be agreed between the parties (and all necessary rights of access thereto) in accordance with the Car Parking Management Plan and the RP Contract and at the Affordable Housing Units Price, subject to the terms of this Agreement

4 Affordable Housing Rental Units

- 4.1 The Developer covenants with the Council that the RP Contract for the transfer of the Affordable Housing Rental Units to the Registered Provider will require that:

- 4.1.1 the Registered Provider shall submit a Lettings Plan to the Council for approval;
- 4.1.2 the subsequent lease of Affordable Housing Rental Units shall be in accordance with the Sub Regional Nomination Arrangements agreed between the London Boroughs of Bexley Bromley Greenwich Lewisham and Southwark and the approved Lettings Plan; and
- 4.1.3 the rent to be charged by the Registered Provider for 53 of the Affordable Housing Rental Units shall not exceed HCA target rent levels as set out in current HCA guidance as issued from time to time or such other amount as may be permitted by any subsequent publication then in force and the rate of increase shall be no greater than the rate stipulated by HCA guidance for the Registered Providers for the London Region or if such rate of increase shall cease to be published or otherwise not stipulated by HCA the rents shall be increased annually by no greater rate than RPI Indexation +1% AND the rent to be charged by the Registered Provider for the Affordable Housing Rental Units shall not exceed:
- 4.1.3.1 one bedroom units when first let or on subsequent lettings: £146.25 per week (being 65% of the market rent level) to be increased annually from the date of the Modification Agreement by no greater than RPI Indexation;

4.1.3.2 two bedroom units when first let or on subsequent lettings: £172.50 per week (being 60% of the market rent level) to be increased from the date of the Modification Agreement annually by no greater rate than RPI Indexation;

4.1.3.3 three bedroom units and four bedroom units when first let, at no greater than TSA target rent levels; and

4.1.3.4 that on subsequent lets of Affordable Housing Rental Units, the Registered Provider shall seek the prior approval of the Council, such approval not to be unreasonably withheld or delayed, should the Registered Provider wish to charge other than at TSA Target Rental Levels

4.1.4 The Registered Provider shall inform the Director in writing as to the full postal addresses and unique property number of the Affordable Housing Rental Units

5 Intermediate Housing Unit(s)

5.1 The Developer covenants with the Council that the RP Contract(s) relating to the Intermediate Housing Units will require that:

5.1.1 55 of the Intermediate Housing Units will be prioritised in relation to the initial disposal of such units following completion of construction in equal proportions to households in the following income bands:

(i) households with a gross income of between £18,000 and £25,000; and

(ii) households with a gross income of between £25,001 and £30,000; and

(iii) households with a gross income of between £30,001 and £36,000;

PROVIDED THAT the proportion of disposable income required to fund the purchase is no greater than 40%.

5.1.2 The income figures in sub-paragraphs 5.1.1 above will be subject to RPI Indexation annually on each anniversary of the date of the Modification Agreement and with the base figure being the RPI Index for February 2004

5.1.3 89 of the Intermediate Housing Units will be prioritised to households with

income levels within thresholds set by the GLA Housing SPG dated February 2007 as updated from time to time

6 Intermediate Housing Unit(s) Marketing Plan

6.1 The Developer covenants with the Council to procure that the RP Contract relating to the Intermediate Housing Units will contain obligations on the Registered Provider as follows:

6.1.1 not less than 6 months prior to the estimated date of Practical Completion of the Intermediate Housing Units or part thereof to procure that the Registered Provider concerned shall submit to the Council for approval an Intermediate Housing Units Marketing Plan and such units shall be disposed of in accordance with the approved Intermediate Housing Units Marketing Plan

6.1.2 the Registered Provider shall notify the Council of the anticipated commencement date of the marketing in the relevant Intermediate Housing Units Marketing Plan and the actual commencement date of the same and provide three monthly progress reports about marketing thereafter; and

6.1.3 In relation to any Phase which includes Intermediate Housing Units, in the first six (6) months from the commencement date of marketing of those Intermediate Housing Units, the Intermediate Housing Units relating to that Phase will be marketed as a priority to households to meet the South East Sub Region intermediate housing priorities and in the event that any such units have not been sold or let after six (6) months of marketing, then subject to the prior approval of the Council (such approval not to be unreasonably withheld or delayed) such units may be marketed by the Registered Provider to applicants outside these priorities

7 Affordable Housing Parking Spaces

7.1 The Developer covenants with the Council that:-

7.1.1 Affordable Housing Parking Spaces shall be allocated to the Affordable Housing Rental Units and to the Intermediate Housing Units in accordance with the Car Parking Management Plan

7.1.2 15 of the Affordable Housing Parking Spaces shall be allocated to wheelchair users in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief

- 7.1.3 any RP Contract will require that an Occupier of Affordable Housing shall be entitled to request an Affordable Housing Parking Space and the Registered Provider shall demonstrate that the Occupier was made aware of this entitlement

8 Design of Affordable Housing

- 8.1 The Developer covenants with the Council that the Affordable Housing Units shall be designed, constructed and completed in accordance with the requirements of:

8.1.1 the Design and Quality Standards published by the Homes and Communities Agency dated April 2007;

8.1.2 the Lifetime Homes Standard as specified by the Joseph Rowntree Trust; and

8.1.3 the Parker Morris Space and Amenity Standards attached at Appendix C to this Annex A, (including storage agreed with the Council) unless otherwise agreed in writing with the Council

- 8.2 The Developer covenants with the Council that 15 of the Affordable Housing Rental Units shall be constructed in compliance with Part M of the Building Regulations and in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief (or as otherwise agreed with the Council in writing save that it is hereby acknowledged that the cores to all buildings will have one lift) and, for the avoidance of doubt where a communal access is to be the principal access for wheelchair users the specification for the said communal access shall not be less than the specification for access for wheelchair units under the said standards and any nominations for such adapted units shall be at the discretion of the Council

9 Serviced Condition

- 9.1 The Developer covenants with the Council that the land upon which the Affordable Housing Units are to be built shall be put into a Serviced Condition in advance of any disposal of any Affordable Housing Units to a Registered Provider and, in the event of any disagreement as to whether the land upon which Affordable Housing Units are to be built has been put into a Serviced Condition, a dispute shall be taken to have arisen which shall be dealt with by an Expert under the provisions of clause 10

- 9.2 The Developer shall require in its contract and thereafter use reasonable

endeavours to procure that a contractor employed in relation to the Remediation of the land on which the Affordable Housing Units are to be built shall give collateral warranties executed as deeds to the Registered Provider in a form reasonably acceptable to the Council and the Registered Provider

10 Service Charges for Affordable Housing Units

10.1 The Developer shall use all reasonable endeavours to seek to design the Development so far as reasonable and practicable to ensure that the level of Service Charges for the Affordable Housing Units is as low as is reasonably practicable

10.2 The Service Charges for the Affordable Housing shall be agreed between the Registered Provider and the Developer in consultation with the Council (all acting reasonably) and the said parties shall use all reasonable endeavours to agree the Service Charges not later than three months prior to Occupation of the first Dwelling

11 Affordable Housing Transfer

11.1 The Developer covenants with the Council that where land is to be let or sold for Affordable Housing Units it shall be with vacant possession and subject to the provisions of this paragraph 11.1 shall be on such terms as may be agreed between the Developer and the Registered Provider but the RP Contract shall contain the following provisions:

11.1.1 The grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units

11.1.2 A restrictive covenant that the Affordable Housing Units shall not be Occupied other than as Affordable Housing PROVIDED THAT the restrictions and the obligations in this paragraph 11.1.2 aforesaid shall not be binding or enforceable against:

11.1.2.1 any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from him

11.1.2.2 any person who has acquired any Affordable Housing Unit as grantee or assignee of a shared ownership lease and who has purchased a 100% share in the value of that Affordable

Housing Unit and any successors or other persons deriving title from him

- 11.1.2.3 any mortgagee chargee security trustee or receiver or administrator which shall have the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units and any person who shall derive title directly or indirectly from such a person (other than a Registered Provider) PROVIDED ALWAYS THAT in the case of the Affordable Housing Rental Units the mortgagee or chargee or receiver appointed by the mortgagee or charge shall first have notified the Council that it wishes to exercise its statutory power of sale and within 20 days of such notification the mortgagee or charge or receiver, having used all reasonable endeavours, shall have been unable to enter into a contract for sale of the Affordable Housing Rental Units to a Registered Provider on terms that on completion thereof the mortgagee or charge or receiver will be repaid the full market value (on the basis that such valuation ignores any restriction on the residential use imposed by this Agreement) of the relevant land and buildings contained or comprising the Affordable Housing Rental Units

11.2 The Developer covenants with the Council in respect of Affordable Housing Rental Units:

- 11.2.1 to give notice of the commencement of negotiation for the sale or lease of Affordable Housing Rental Units to the Registered Provider
- 11.2.2 for a period of 11 months beginning with the date of the notice referred to in paragraph 11.2.1 above to use reasonable endeavours to agree terms and conditions of the disposal of such units
- 11.2.3 if at the end of the 11 month period referred to in paragraph 11.2.2 above the relevant terms and conditions of such disposal have not been agreed, to use reasonable endeavours to agree for the next 11 months such terms and conditions with a different Registered Provider nominated from the list of Registered Providers in Appendix 2 by the Council in agreement with the Developer.
- 11.2.4 If at the end of the periods referred to in paragraphs 11.2.2 and 11.2.3 above, having used all reasonable endeavours, the Developer has been unable to dispose of all or any such Affordable Housing Rental Units pursuant to the provisions of paragraphs 11.2.2 and 11.2.3 above, the Developer shall be permitted to negotiate with any other Registered

Provider named in Appendix 2 or as otherwise approved by the Council

12 Location of the Affordable Housing Units

12.1 The Developer covenants with the Council:

12.1.1 Prior to Implementation of each of Block 1, Block 2, Block 3, Block 4 and Block 5 respectively, to submit to the Council for its written approval (such written approval not to be unreasonably withheld or delayed) plans which shall:

12.1.2.1 identify the location of all of the Affordable Housing Units relating to the relevant Block; and

12.1.2.2 specify the tenure and any other details of the Affordable Housing Units relating to the relevant Block

12.1.2 To provide the Affordable Housing Units in accordance with the plans approved in writing by the Council under paragraph 12.1.1 above unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed).

5.10 The Agreed Mix set out at Annex A to Appendix A of the S106 Agreement shall be deleted and replaced with the Agreed Mix appended to this Deed at Appendix 3

5.11 The list of 'Registered Social Landlords' set out at Annex A to Appendix B of the S106 Agreement shall be deleted and replaced with the list of Registered Providers appended to this Deed at Appendix 4

6. Modification relating to environmental sustainability measures and CHP

6.1 In the definition of "*CHP Plant*" in Clause 1 the phrase "*biomass plant if reasonably practicable and in the event that it is not reasonably practicable be provided as a gas fired CHP with complementary renewable energy technology*" shall be deleted and replaced with the phrase "***gas fired CHP plant***"

6.2 In the Third Schedule, in Annex L (Further Obligations), paragraph 3.1.4 shall be deleted

6.3 In the Third Schedule, in Annex L (Further Obligations), in paragraph 4.1.1 the phrase "*and the location of which is identified by pink colouring on plan number AP-0019 attached to the First Schedule to this Agreement*" shall be deleted and replaced with the

phrase: *"and the location of which is to be identified on a plan to be submitted to and approved in writing by the Council"*

7. **Contracts (Rights of Third Parties) Act 1999**

It is hereby agreed between HCA, PCT and the Council that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be entitled to enforce the provisions of this Deed.

8. **Costs**

HCA agrees that on completion of this Deed it shall pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

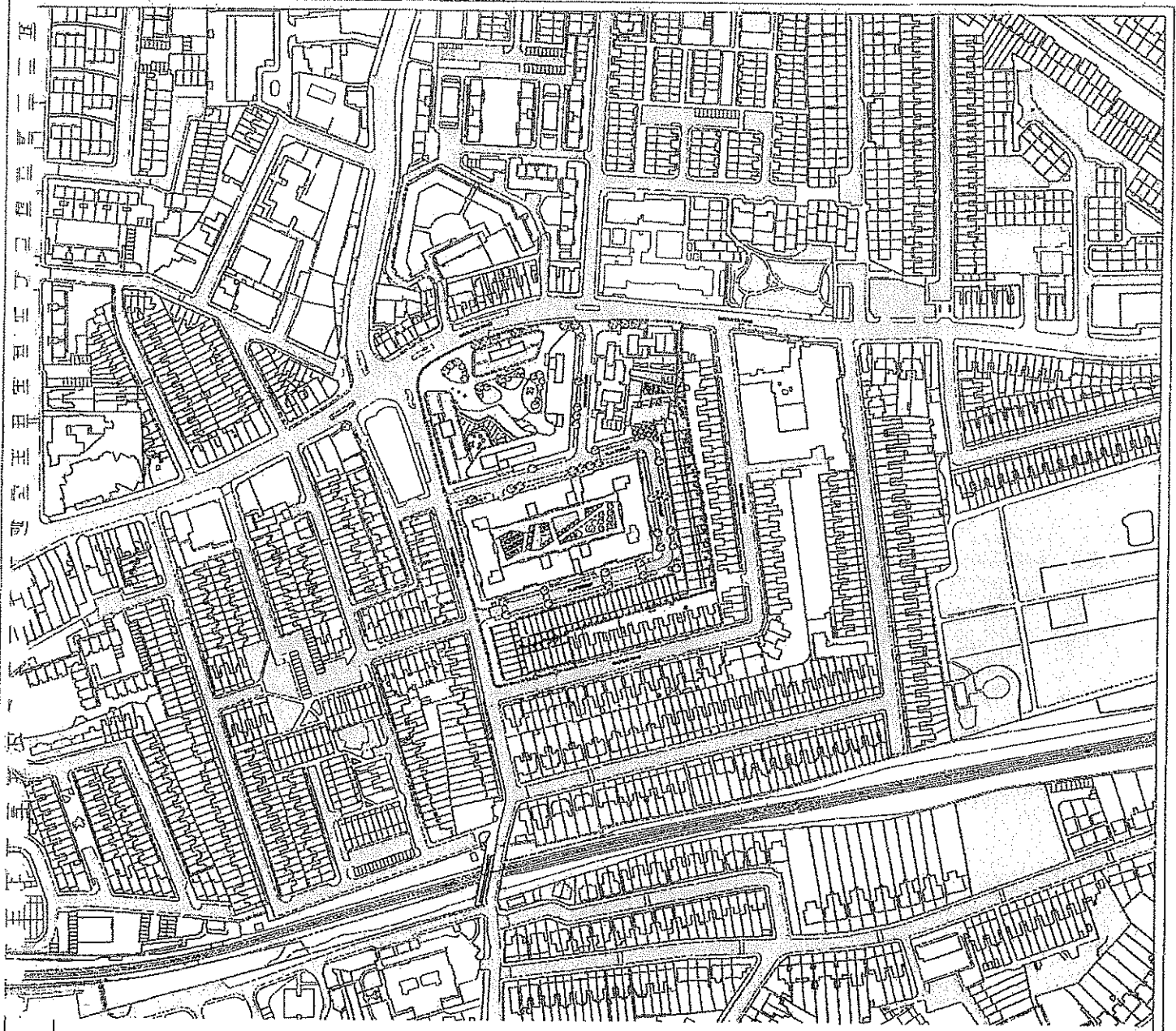
APPENDIX 1

Plans

Plan 1 – Drawing No. AP - 0001

Plan 2 – Drawing No. AP - 0021

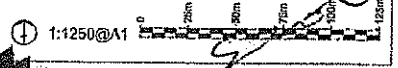
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The Heart of East Greenwich

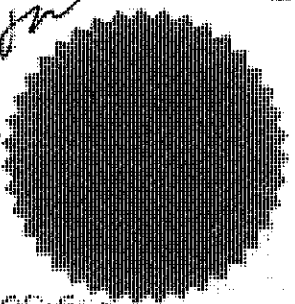
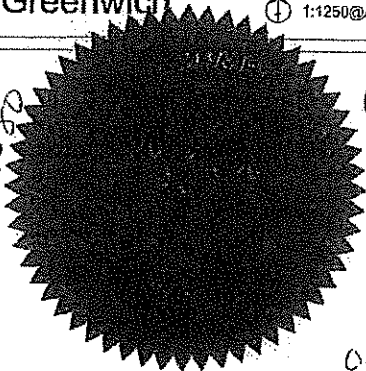
AP-0001
Site Location Plan - Proposed Masterplan

14th March 2008 : For Planning



Km-6pr

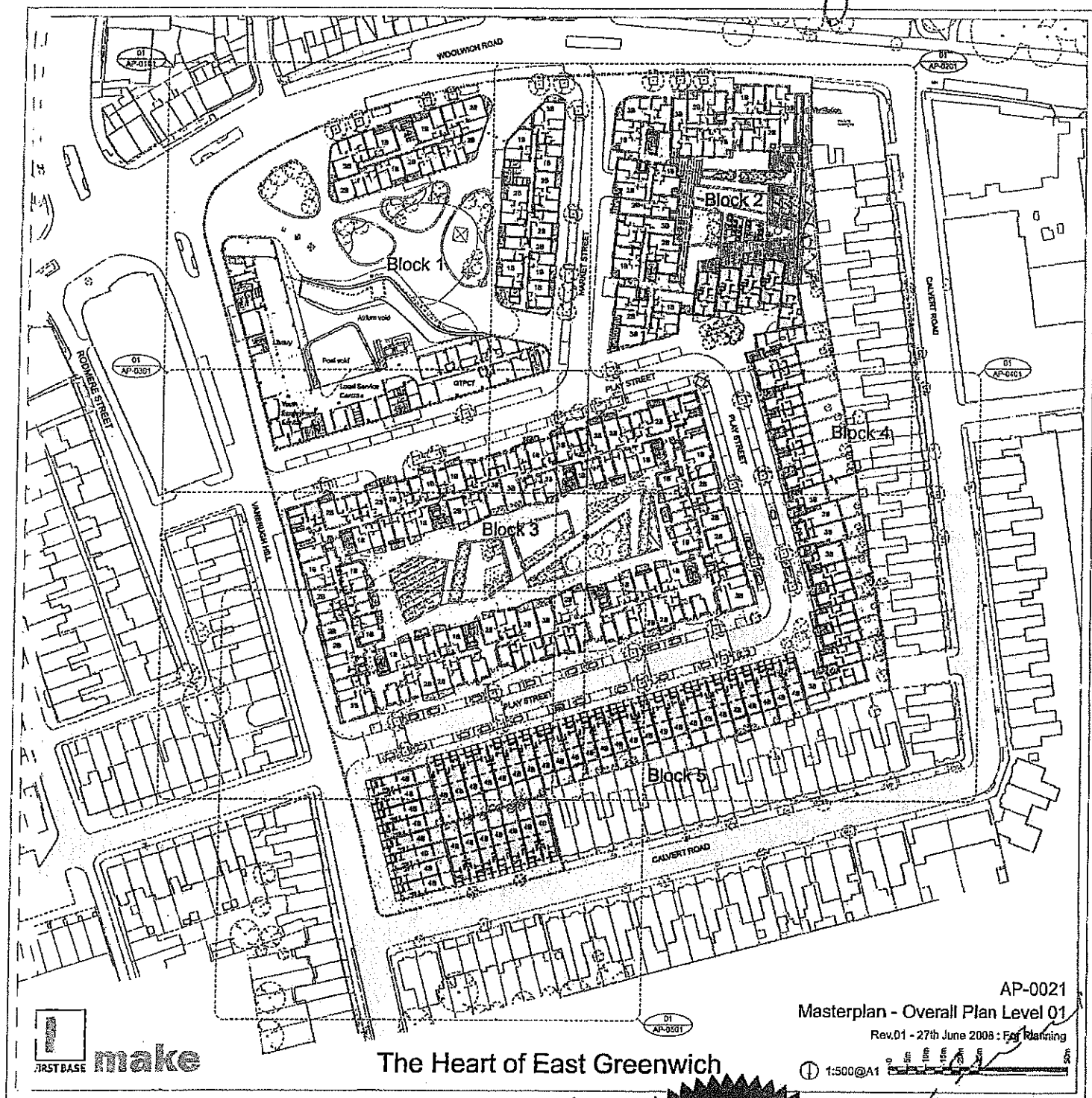
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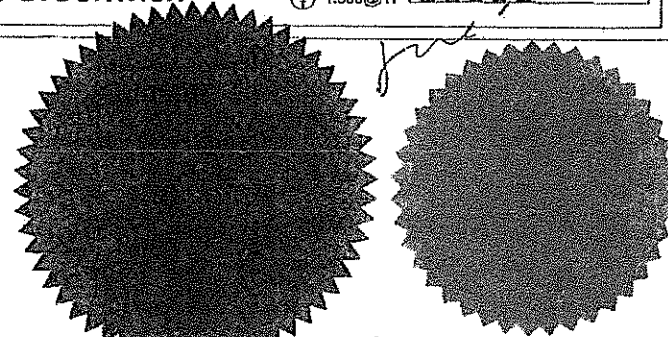
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APPENDIX 2

Copy of Section 106 Agreement dated 31 March 2009

DATED 31st March 2009

We certify this to be
a true copy Ashurst LLP
1.4.2009

FIRST BASE (EAST GREENWICH RESIDENTIAL) LAND LIMITED

AND

THE HOMES AND COMMUNITIES AGENCY

AND

GREENWICH TEACHING PRIMARY CARE TRUST

AND

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF GREENWICH

DEED OF PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990

Re: Former Greenwich District Hospital Site London SE10 - known as the Heart of East Greenwich

Law and Governance
Chief Executive's Department
London Borough of Greenwich
5th Floor, Riverside House West
Woolwich High Street
Woolwich
London SE18 6DN

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DATED

31st March

2009

PARTIES

- (1) **FIRST BASE (EAST GREENWICH RESIDENTIAL) LAND LIMITED** ("the Developer") whose registered office is at c/o Lewis Golden & Co, 40 Queen Anne Street, London W1G 9EL (Company Registration Number 06129477) of the first part and
- (2) **THE HOMES AND COMMUNITIES AGENCY** (as successor to Urban Regeneration Agency (known as English Partnerships)) ("HCA") of 110 Buckingham Palace Road, London, SW1 9SA (hereinafter called the "HCA") of the second part and
- (3) **GREENWICH TEACHING PRIMARY CARE TRUST** ("PCT") of 31-37 Greenwich Park Street London SE10 9LR of the third part and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF GREENWICH** of Town Hall Wellington Street Woolwich London SE18 6PW ("the Council") (which expression shall include any successor local planning authority exercising planning powers under the Act) of the fourth part

INTRODUCTION

- A HCA holds the freehold interest in part of the Land registered with freehold Title Absolute at H M Land Registry under Title Number TGL249007
- B The Greenwich Teaching Primary Care Trust holds the freehold interest in part of the Land registered with freehold Title Absolute at H M Land Registry under Title Number TGL196230
- C The Land registered under Title Number SGL123769 which is required for highway purposes only is still registered as being owned by the Greater London Council. Title in this Land has now devolved from the Greater London Authority to the London Residuary Body by the Local Government Act 1985 then from the London Residuary Body to the London Borough of Greenwich by Article 4(1)(f) of the London Residuary Body (Transfer of Property etc) Order 1990
- D The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and holds the freehold interest to part of the Land with freehold Title Absolute under Title Numbers SGL96451 and SGL209775 which land is required for highway purposes only
- E The above freehold interests represent the ownership of the site at the Former Greenwich District Hospital Vanburgh Hill SE10 9HE (hereinafter referred to as "the Land") the boundaries of which are delineated for the purposes of identification only edged red on Plan 1 and form part of the Land
- F By an application dated 14 March 2008 the Planning Application was submitted to the Council under reference number 08/0688/F
- G The Council resolved at a meeting of the Council's Planning Board on 28 August 2008 to grant the Planning Permission subject to certain conditions and the applicants entering into planning obligations as hereinafter provided

- H The Developer wishes to carry out the works on the Land pursuant to the Planning Permission
- I The Developer is entitled to call for the grant of lease of each Phase of the Development pursuant to a development agreement dated 20 December 2007
- J By virtue of The Housing and Regeneration Act 2008, The Housing and Regeneration Act 2008 (Commencement No. 1 and Transition Provision) Order 2008 (SI 2008 No. 2358 (c.103)) dated 2nd September 2008, The Housing and Regeneration Act 2008 (Commencement No. 2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No c 3068 (c.132)) dated 26th November 2008 and Homes and Communities Agency, Tenants Services Authority and the Welsh Ministers Transfer Scheme all assets, liabilities and interests were transferred from Commission for the New Towns and The Urban Regeneration Agency to Homes and Communities Agency with effect from 1st December 2008

OPERATIVE PROVISIONS

1. GENERAL DEFINITIONS AND INTERPRETATIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Act" shall mean the Town and Country Planning Act 1990

"Affordable Housing" shall mean residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or families on low incomes or in low paid employment

"Affordable Housing Parking Spaces" shall mean 82 permanent parking spaces to be laid out by the Developer for the parking of vehicles of occupiers of the Affordable Housing Units or, pending completion of such permanent parking spaces, alternative temporary car parking facilities to be delivered in accordance with the Car Parking Management Plan

"Affordable Housing Provider" shall mean either the Registered Social Landlord or the Developer as provided under the terms of this Agreement

"Affordable Housing Rental Units" shall mean a total of 158 Affordable Housing Units for rent to be provided by the Developer on the Land to the Agreed Mix including the provision of 15 wheelchair units in accordance with the Greenwich Neighbourhood Services Wheelchair Unit Site Brief

"Affordable Housing Rental Units Price" shall mean the price to be paid to the Developer by the nominated Registered Social Landlord as consideration in respect of the Affordable Housing Rental Units (which shall include the cost of 57 Affordable Housing Parking Spaces transferred to the Registered Social Landlord in accordance with the terms of this Agreement) inclusive of public subsidy less On Costs Provided Always That the price shall not exceed 100% TCI less On Costs

"Affordable Housing Review" shall mean a written review undertaken on behalf of the Developer at its own expense to examine the economic viability of the provision of the 102 London Wide Initiative Additional Dwellings

"Affordable Housing Units" shall mean (subject to the terms of this Agreement) the Affordable Housing Rental Units and the London Wide Initiative Units shown on plan numbers AP-0040 AP-0041 AP-0042 AP-0043 AP-0044 AP-0045 and AP-0046 attached to the First Schedule to this Agreement or in locations substantially in accordance with such plans as otherwise agreed between the Developer and the Council and any London Wide Initiative Additional Dwellings that

are constructed by the Developer pursuant to paragraph 3 of Annex A and any Dwellings occupied as Intermediate Housing in accordance with paragraph 13 and/or 14 of Annex A

"Agreed Mix" shall mean the agreed mix of tenure and unit types of Affordable Housing Rental Units and London Wide Initiative Units described in Appendix A to Annex A

"Annex A" shall mean Annex A to the Third Schedule of this Agreement

"Annex B" shall mean Annex B to the Third Schedule of this Agreement

"Annex C" shall mean Annex C to the Third Schedule of this Agreement

"Annex D" shall mean Annex D to the Third Schedule of this Agreement

"Annex E" shall mean Annex E to the Third Schedule of this Agreement

"Annex F" shall mean Annex F to the Third Schedule of this Agreement

"Annex G" shall mean Annex G to the Third Schedule of this Agreement

"Annex H" shall mean Annex H to the Third Schedule of this Agreement

"Annex I" shall mean Annex I to the Third Schedule of this Agreement

"Annex J" shall mean Annex J to the Third Schedule of this Agreement

"Annex K" shall mean Annex K to the Third Schedule of this Agreement

"Annex L" shall mean Annex L to the Third Schedule of this Agreement

"Baxter Indexation" shall mean indexation by reference to the price adjustment formulae for construction contracts produced by the Department for Business Enterprise and Regulatory Reform or by any other Department, Ministry or other body upon which the duties in connection with such index exists or any index that from time to time replaces the same or the nearest equivalent thereto to be agreed between the parties hereto

"Block 1" shall mean that part of the Development marked "Block 1" on Plan 2

"Block 2" shall mean that part of the Development marked "Block 2" on Plan 2

"Block 3" shall mean that part of the Development marked "Block 3" on Plan 2

"Block 4" shall mean that part of the Development marked "Block 4" on Plan 2

"Block 5" shall mean that part of the Development marked "Block 5" on Plan 2

"BREEAM" shall mean the Building Research Establishment Environmental Assessment Method

"BCIS Indexation" shall mean indexation by reference to the Royal Institution of Chartered Surveyors (RICS) Building Cost Information Service "All in Tender" Index or any index that from time to time replaces the same or the nearest equivalent thereto to be agreed between the parties hereto

"Business Day" shall mean a day other than a Saturday or Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive

"Car Club" shall mean a car club to be operated within the Development in order to encourage car sharing and to enable Occupiers of Dwellings to have access to a car on a short term basis as and when required subject to availability

"Car Club Operator" shall mean the organisation promoting and operating the Car Club

"Car Club Parking Spaces" shall mean up to eight on-street car parking spaces to be provided within the Development and reserved for the Car Club subject to agreement with the Car Club Operator in accordance with paragraph 2 of Annex B unless otherwise agreed in writing by the Council

"Car Parking Management Plan" shall mean a plan detailing initiatives for the management of car parking in the Development including but not limited to the details set out in Appendix B of Annex B

"CHP Plant" shall mean the Combined Heat and Power (CHP) Plant to be provided by the Developer that provides communal heating to the residential homes and retail and community uses (including for the avoidance of doubt the Greenwich Centre) which shall be provided as a biomass plant if reasonably practicable and in the event that it is not reasonably practicable be provided as a gas fired CHP with complementary renewable energy technology (or such other form as may be agreed with the Council)

"Community Facilities" shall mean a range of services that exist for the purpose of the general amenity for the local community including civic offices, community centres, libraries, a crèche, family centres of adult learning facilities and any other community facility or service that will benefit the local community and shall be affordable to all sections of the community

"Construction Charter" shall mean the construction charter based on the Code of Practice set out in Appendix A to Annex L

"Contribution(s)" shall mean the financial contributions individually and collectively referred to in this Agreement

"Cultural Strategy" shall mean the Council's plan for a range of arts based events and services that are organised for the community.

"Development" shall mean the development of the Land by the Developer as set out in the Planning Application and permitted by the Planning Permission

"Director" shall mean the Director of Regeneration Enterprise and Skills for the time being of the Council or such other officer of the Council as it may notify to the Developer in writing

"Disposable Income" shall mean the net salary following statutory deductions of tax and national insurance

"Dwelling" shall mean a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission

"Education Provisions" shall mean together the Contribution towards early years education the Contribution towards nursery education the Contribution towards primary school education the Contribution towards secondary education and the Contribution towards post 16 education as detailed in Annex D

"Emergency Services" shall mean services provided by police and fire services

"End Users" shall mean the first Occupiers of the constituent parts of the Development

"Environmental Health" shall mean the theory and practice of assessing and controlling factors in the environment that can potentially affect health

"Expert" shall mean the expert appointed pursuant to clause(s) 10.1 to 10.3 of this Agreement

"First Occupation Date" shall mean the date that the first Dwelling constructed pursuant to the Planning Permission is Occupied for residential purposes

"GLLaB" shall mean the Greenwich Local Labour and Business Scheme in operation at the date of this Agreement

"Greenwich Centre" shall mean the space within Block 1 which is to be used for the purposes of the PCT Facility the On-Site Community Facilities and the On-Site Sports and Leisure Facilities as identified for illustrative purposes only coloured pale blue on Plan 2

"Greenwich Centre Parking Spaces" shall mean a total of 25 parking spaces to be provided on the Site by the Developer for the parking of vehicles associated with the Greenwich Centre (23 of which parking spaces to be allocated free of charge (other than proper and reasonable annual maintenance charges) to the PCT to be used in conjunction with the PCT Facility and 2 of which to be allocated to the Council) subject to the Occupation of the Greenwich Centre for On-Site Community Facilities On-Site Sports and Leisure Facilities and the PCT Facility in accordance with the terms of this Agreement and unless otherwise agreed with the Council

"Greenwich Neighbourhood Services Wheelchair Unit Site Brief" shall mean the document produced by the Council entitled Wheelchair Site Brief 2008 (revised)

"Implementation Date" shall mean the date that the Planning Permission is Implemented

"Implement" "Implemented" and "Implementation" shall mean the carrying out of a material operation as defined in section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:

- (a) site preparation works
- (b) archaeological investigations
- (c) site investigation works (including environmental investigations)
- (d) works of demolition and
- (e) the erection of fencing and hoardings

"Independent Financial Assessor" shall mean the Independent Financial Assessor appointed pursuant to paragraph 3 of Annex A.

"Intermediate Housing" shall mean Affordable Housing to be provided in accordance with the current guidance and standards published from time to time by HCA (or successor body) or such other form(s) of intermediate housing as may be agreed between the Council HCA and the Developer

"Key Worker" shall mean any person employed or qualified to be employed by an organisation providing services to the London community as listed below or any person who comes within other groups agreed by the Council and the Developer:

- (a) the National Health Service
- (b) the teaching/education/early years
- (c) the social services carers services and services for the elderly
- (d) the fire and civil defence services
- (e) the police service
- (f) the public transport services
- (g) all local government services
- (h) prison and probation services

"the Land" shall mean the land the boundaries of which are delineated for purposes of identification only edged red on the Plan 1

"Lettings Plan" shall mean a plan for the letting of Affordable Housing Rental Units to be agreed between the Council and the Registered Social Landlord

"Local Business" shall mean businesses whose established place of business is in the London Borough of Greenwich

"Local People" shall mean persons whose principal or only home is in the London Borough of Greenwich

"London Plan" shall mean the Mayor of London's Spatial Development Strategy (consolidated (2008))

"London Wide Initiative" shall mean the shared equity scheme with persons who at the first point of sale from the Affordable Housing Provider are Key Workers and which is aimed to fast track the provision of affordable homes in London

"London Wide Initiative Additional Dwellings" shall mean up to 102 dwellings to be provided in accordance with London Wide Initiative and in accordance with and subject to the terms of this Agreement

"London Wide Initiative Additional Dwellings Price" shall mean the price to be paid to the Developer for any London Wide Initiative Additional Dwellings

"London Wide Initiative Units" shall mean the 67 Affordable Housing Units to be provided to the Agreed Mix in accordance with the London Wide Initiative and in accordance with and subject to the terms of this Agreement

"London Wide Initiative Units Marketing Plan" shall mean a plan to market the London Wide Initiative Units to households on a range of incomes in accordance with the terms of this Agreement with priority being given to Key Workers or persons registered on the Sub Regional Low Cost Home Ownership Register

"London Wide Initiative Additional Dwellings Marketing Plan" shall mean a plan to market the London Wide Initiative Additional Dwellings in accordance with the terms of this Agreement

"London Wide Initiative Units Price" shall mean the price to be paid to the Developer for the London Wide Initiative Units

"Low Emission Transport Scheme" (LETS) shall mean the strategy at Appendix A to Annex B which seeks by a variety of means to prohibit the most polluting vehicles within the Development and to encourage educate and advise the Occupiers of the Dwellings with regard to low emission standards for private motor vehicles such strategy to identify methods of reducing emissions which shall include use of public transport and measures to encourage Occupiers to purchase private motor vehicles that meet low emissions standards

"Low Emission Transport Scheme Controls" shall mean the controls and method of enforcement of the LETS set out in Appendix A to Annex B to be applied by the Developer within the Land

"LWI Contract" shall mean a contract between the Developer and the LWI Purchaser providing for the grant of a lease or leases over a London Wide Initiative Unit or a London Wide Initiative Additional Dwelling

"LWI Purchaser" shall mean a purchaser of a leasehold interest in a London Wide Initiative Unit or a London Wide Initiative Additional Dwelling from the Developer

"Occupation", "Occupied" and "Occupy" shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction,

fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupiers" shall be construed accordingly

"On Costs" shall have the same meaning as that described by HCA (or any successor authority)

"On-Site Community Facilities" shall mean a range of Community Facilities within the Greenwich Centre which facilities exist for the purpose of the general amenity for the local community

"On-Site Sports and Leisure Facilities" shall mean a range of sports and leisure facilities within the Greenwich Centre which facilities exist for the purpose of the general amenity for the local community

"PCT Facility" shall mean a health facility in the Greenwich Centre with an approximate total gross internal floor area of 1968m²

"PCT Land" shall mean that part of the Land referred to in Recital B

"Phase" shall mean each or any of the phases detailed in the Phasing Plan or other phasing as may be agreed between the Council and the Developer

"Phasing Plan" shall mean a plan to be submitted by the Developer to the Council prior to the Implementation Date setting out the proposed phasing of the Development

"Plan 1" shall mean the plan attached to the First Schedule of this Agreement and labelled "Plan 1"

"Plan 2" shall mean the plan attached to the First Schedule of this Agreement and labelled "Plan 2"

"Planning Application" shall mean the application for planning permission dated 14 March 2008 submitted to the Council for the Development and allocated reference number 08/0688/F described as the redevelopment for mixed-use purposes comprising residential (Class C3); a community building (Class D1/D2); retail (Class A1/A3/A3); a flexible retail/microbrewery (Class A1/A2/A3/sui generis); and creative industry uses (Class B1), creation of new open space, alterations and additions to the existing highway arrangements and new pedestrian routes, together with associated works including landscaping and the provision of parking, services and plant areas.

"Planning Permission" shall mean the planning permission subject to conditions to be granted by the Council pursuant to the Planning Application in the form set out in the Second Schedule to this Agreement

"Play Equipment" shall mean equipment to facilitate active safe children's play

"Practical Completion" shall mean the date that (a) in respect of a building or the whole Development (as the case may be) a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development and (b) in respect of an individual Dwelling an NHBC cover note (or equivalent) is issued and "Practically Completed" shall be construed accordingly;

"Private Residential Units" shall mean Dwellings within the Development which are not Affordable Housing Units

"Private Residential Parking Spaces" shall mean 83 parking spaces to be laid out by the Developer for the parking of vehicles of Occupiers of Private Residential Units

"Public Art" shall mean either a permanent or temporary physical work of art visible to the general public, whether part of a building or free standing and shall include but not be limited to sculpture, lighting effects, street furniture, paving, railings and signs

"Public Realm" shall mean those parts of the urban area which are available for everyone to use as identified on the plan at Appendix A to Annex G

"Public Safety" shall mean any measure that seeks to combat crime and the fear of crime such as CCTV, street lighting, and neighbourhood warden schemes

"Registered Social Landlord" shall mean Southern Housing Group or a social landlord registered with HCA or successor body under the Housing Act 1996 nominated as a registered social landlord for the purpose of this Agreement by the Council in agreement with the Developer from the list of Registered Social Landlords at Appendix B to Annex A or as otherwise agreed between the Council and the Developer and approved by the Council

"Remediation" shall mean the doing of any works hereafter, the carrying out of any works hereafter, or the taking of any steps hereafter, for the purpose of preventing or minimising or remedying or mitigating the effects of any significant harm or any pollution of controlled waters and rendering the land suitable for its intended end use. Remediation includes anything for the purpose of assessing, monitoring, or investigating the condition of the land in question, any controlled waters affected by that land or any land adjoining or adjacent to that land.

"RPI Indexation" shall mean indexation by reference to the Government Index of Retail Prices (All Items) published by the Office of National Statistics on behalf of HM Government (or any successor organisation) or any index that from time to time replaces the same or the nearest equivalent thereto to be agreed between the parties hereto

"RSL Contract" shall mean a contract or contracts between the Developer and the Registered Social Landlord providing for the grant of a lease or leases of a term no less than 125 years over the Affordable Housing Rental Units and any London Wide Initiative Units and London Wide Initiative Additional Dwellings transferred to the Registered Social Landlord in accordance with the terms of this Agreement

"Service Charges" shall mean the charges for services including estate charges provided in respect of the use and occupation of the Affordable Housing Units to be agreed between the Council, the Developer and the Registered Social Landlord

"Serviced Condition" shall mean

- (a) in relation to the land upon which the Affordable Housing Units are to be built, the Remediation of the said land to a standard fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary of such land in accordance with a scheme that the Developer shall submit to the Council for its approval, to be necessary and adequate so as to enable the said land to be developed for Affordable Housing
- (b) in relation to the land upon which the Greenwich Centre is to be built (and subject to the terms of this Agreement), the Remediation of the said land to a standard fit for its end use and the provision of roads, sewers, gas, water, electricity and telecommunications to the boundary of such land in accordance with a scheme that the Developer shall submit to the Council for its approval, to be necessary and adequate so as to enable the said land to be developed for use as the Greenwich Centre

"Social Housing Grant" shall mean grant funding from HCA or any successor body

"Social Services" shall include but not be limited to the following range of services provided by the Council and the independent sector: care at home in day centres or by way of residential

nursing homes; provision of meals on wheels to the elderly; home help for people with disabilities and fostering services

"Sub Regional Low Cost Home Ownership Register" shall mean the computerised list managed by Tower Homes or such other managing agent, approved by the Council on behalf of the five Local Authorities in the SE London sub regional grouping, comprising Bexley; Bromley; Greenwich; Lewisham and Southwark, which contains details of people, including Key Workers or people nominated by local employers, who have expressed an interest in Intermediate Housing

"Sub Regional Nomination Arrangements" shall mean the procedure through which the Council and the Registered Social Landlord nominate occupiers of the Affordable Housing Rental Units

"the Site" shall mean the Land which is to be developed in accordance with the Planning Permission

"TCI" shall mean the total cost indicator and appropriate multiplier published by the Homes and Communities Agency in its publication "Total Costs Indicators, Grant Rates and Administrative Allowances 2004/5 and 2005/6" with 60% of the figure being indexed to the Building Cost Information Service Housing Tender Price Index adjusted for the London Region and 40% of it being indexed to the Land Index and those base indices shall be to the second quarter 2005 but indexation shall not be applied until the second quarter 2006

"Travel Plan" shall mean a plan detailing travel initiatives to include the provisions set out in Appendix C to Annex B

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.5 Headings contained in this Agreement 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 this Agreement to which they relate.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other powers so enabling

- 3.2 Subject to clauses 9.7 9.8 and 9.9 the covenants, restrictions and requirements imposed upon the Developer under this Agreement create planning obligations pursuant to Section 106 of the Act and shall be binding on the Land and are enforceable by the Council as local planning authority not only against the Developer but also against any person deriving title from the Developer in respect of the Land as provided by Section 106 of the Act and any persons claiming through or under it.

- 3.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority and its rights powers duties and obligations under all public and private statutes, bylaws and regulations may be fully and entirely exercised as if the Council were not a party to this Agreement.

4. CONDITIONALITY

- 4.1 Subject to clause 4.2 below and save for the provisions set forth in paragraph 1 of Annex K (legal costs) which shall come into effect immediately upon completion of this Agreement, this Agreement is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Implementation of the Planning Permission

PROVIDED THAT nothing shall absolve the Developer from complying with the obligations made under this Agreement in relation to the Development or part of it which need to be complied with prior to the Implementation of the same.

- 4.2 The obligations and covenants contained in this Agreement shall not bind the PCT Land unless and until such time as the Planning Permission (or any part thereof) is implemented on the PCT Land.

5. THE DEVELOPER'S COVENANTS

- 5.1 The Developer covenants with the Council as set out in the Third Schedule to this Agreement.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Developer as set out in the Fourth Schedule to this Agreement.

7. HCA COVENANTS

- 7.1 HCA covenants with the Council and the Developer as set out in the Fifth Schedule to this Agreement.

- 7.2 HCA acknowledges the obligations placed on the Developer in the Third Schedule to this Agreement and agrees that the Developer should perform its obligations.

8. PCT COVENANTS

- 8.1 The PCT covenants with the Council that in the event that it implements any part of the Development it shall perform such of the obligations as are set out in the Third Schedule to this Agreement as are applicable to that part of the Development so implemented.
- 8.2 In the event that the PCT does not implement any part of the Development it is hereby agreed and declared that the PCT shall not be required to perform any of the obligations contained in the Third Schedule to this Agreement.
- 8.3 For the avoidance of doubt it is hereby agreed and declared that the covenant contained in Annex C will bind the PCT in the event that the PCT takes a lease of the PCT Facility.

9. MISCELLANEOUS

- 9.1 Any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 9.2 This Agreement shall be registerable as a local land charge by the Council.
- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, approval, consent or expression of satisfaction shall be given on behalf of the Council by the Director.
- and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.4 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 9.5 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 9.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the implementation of the Development. This clause shall not apply if the Planning Permission is subsequently re-instated.
- 9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.8 This Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 9.9 This Agreement shall not be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part of the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation relates.

9.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

9.11 The Council is not seeking a contribution towards intermediate care provision at the health centre in respect of the Development.

9.12 The Council is not seeking a contribution towards affordable business space in respect of the Development.

10. APPOINTMENT OF EXPERT

10.1 In the event of any dispute to be determined by an expert in accordance with the terms of this Agreement the matter shall be referred to an expert being an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties hereto ("the Expert") or failing agreement at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert so appointed shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties and whose costs shall be in his award.

10.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days from the date of his appointment to act.

10.3 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within ten Business Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within twenty-eight days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

11. WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

13. INDEXATION

13.1 The financial contributions referred to in Annex B (Transport) shall be subject to Baxter Indexation from the date of the Planning Permission to the date that such sum shall become due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said Baxter Indexation to the date that such sum becomes due or payable.

13.2 The financial contributions referred to in Annex D and Annex E (Employment and Training and Social Services) shall be subject to BCIS Indexation from the date of the Planning Permission to the date that such sum becomes due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said BCIS Indexation to the date that such sum becomes due or payable.

13.3 Subject to clauses 13.1 and 13.2 all other financial contributions referred to in this Agreement (whether the same is or is not described as index-linked) shall unless stated otherwise be subject to RPI Indexation from the date of the Planning Permission to the date that such sum becomes due or is incurred. Where part of a sum has been paid or incurred, any remaining sum shall (subject as before) be subject to the said RPI Indexation to the date that such sum becomes due or payable.

14. LATE PAYMENT

If any payment due under this Agreement is paid late, interest will be payable from the date payment is due to the date of payment at 4% above the Bank of England base rate from time to time.

15. FINANCIAL PAYMENTS

All financial payments payable by the Developer to the Council under this Agreement are to be sent by cheque made payable to "The London Borough of Greenwich" and sent (apart from the Council's legal and professional costs) to the Director in the Council's Department of Planning. The Council's professional legal costs shall be sent to the 5th Floor of Riverside House West, Woolwich High Street, Woolwich SE18 6DN.

16. NOTIFICATION

The Developer covenants with the Council that it shall give notice to the Council of the commencement and completion of any dates referred to in this Agreement including:-

- (i) Implementation Date
- (ii) Completion date of each Phase
- (iii) Occupation of the first Dwelling
- (iv) Any other obligations to notify the Council as referred to in this Deed
- (v) Any leases that are entered into in accordance with Recital 1 of this Deed

17. INDEMNITY

17.1 The Developer covenants with the PCT that it shall indemnify the PCT from and against any claims demands proceedings damage losses costs expenses payments and/or other liability arising as a result of the PCT being a party to this Agreement and made against them in connection with any requirement or covenant contained in this Agreement PROVIDED THAT the Developer shall not be liable for any claims demands proceedings damage losses costs expenses payments and/or other liability that is due to the PCT Implementing or procuring the Implementation of the Planning Permission.

17.2 The Developer covenants with HCA that it shall indemnify HCA from and against any claims demands proceedings damage losses costs expenses payments and/or other liability arising as a result of HCA being a party to this Agreement and made against them in connection with any requirement or covenant contained in this Agreement with the exception of and subject to those covenants given directly by HCA as set out in the Fifth Schedule to this Agreement PROVIDED THAT the Developer shall not be liable for

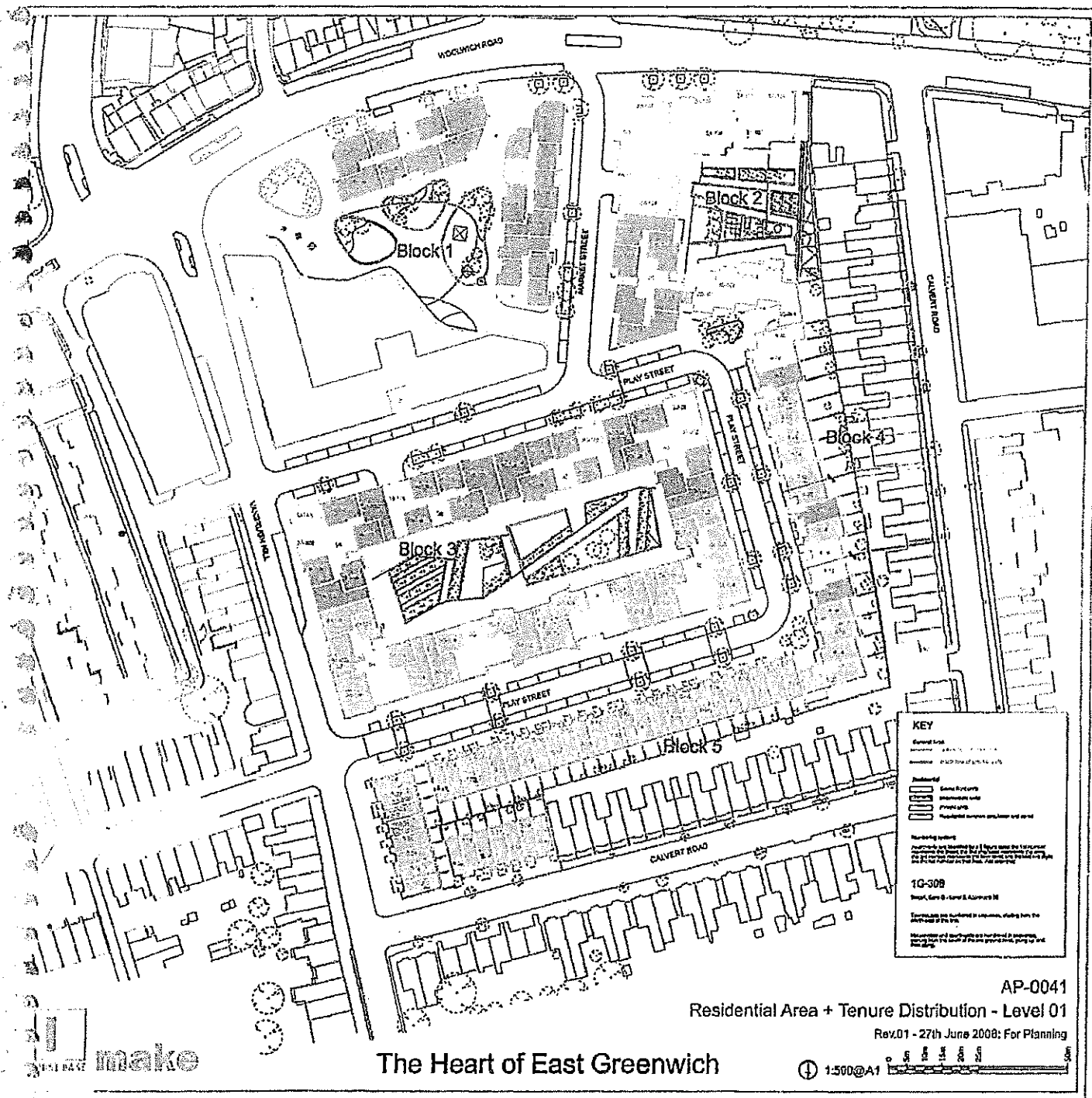
any claims demands proceedings damages losses costs expenses payments and/or other liability that are due to or attributable to any acts omissions or the negligence of HCA.

18. COUNTERPARTS

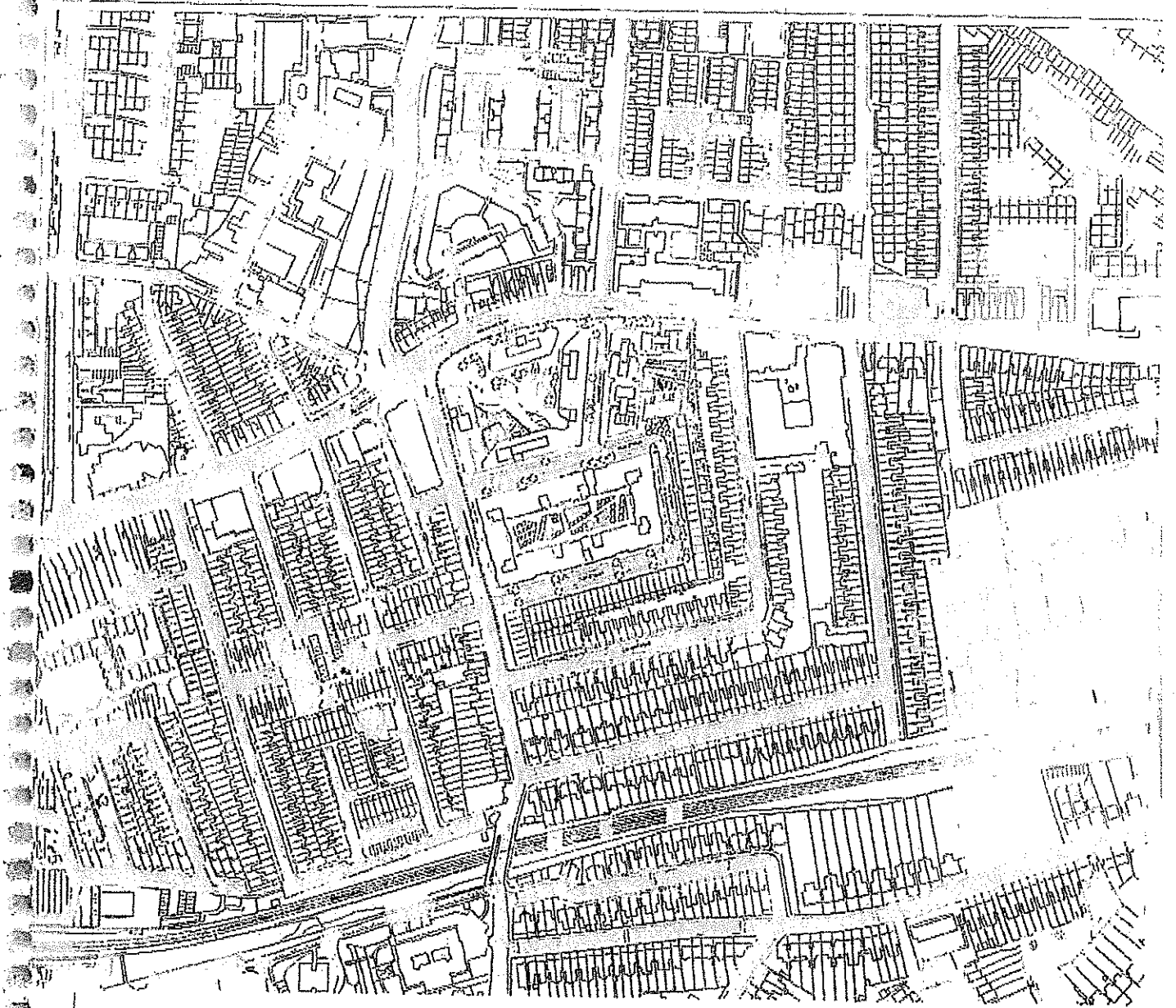
This Agreement may be executed in any number of counterparts and all of those counterparts taken together shall constitute one Agreement.

FIRST SCHEDULE

Plans



PLAN 1



make

The Heart of East Greenwich

AP-0001
Site Location Plan - Proposed Masterplan

14th March 2005 : For Planning



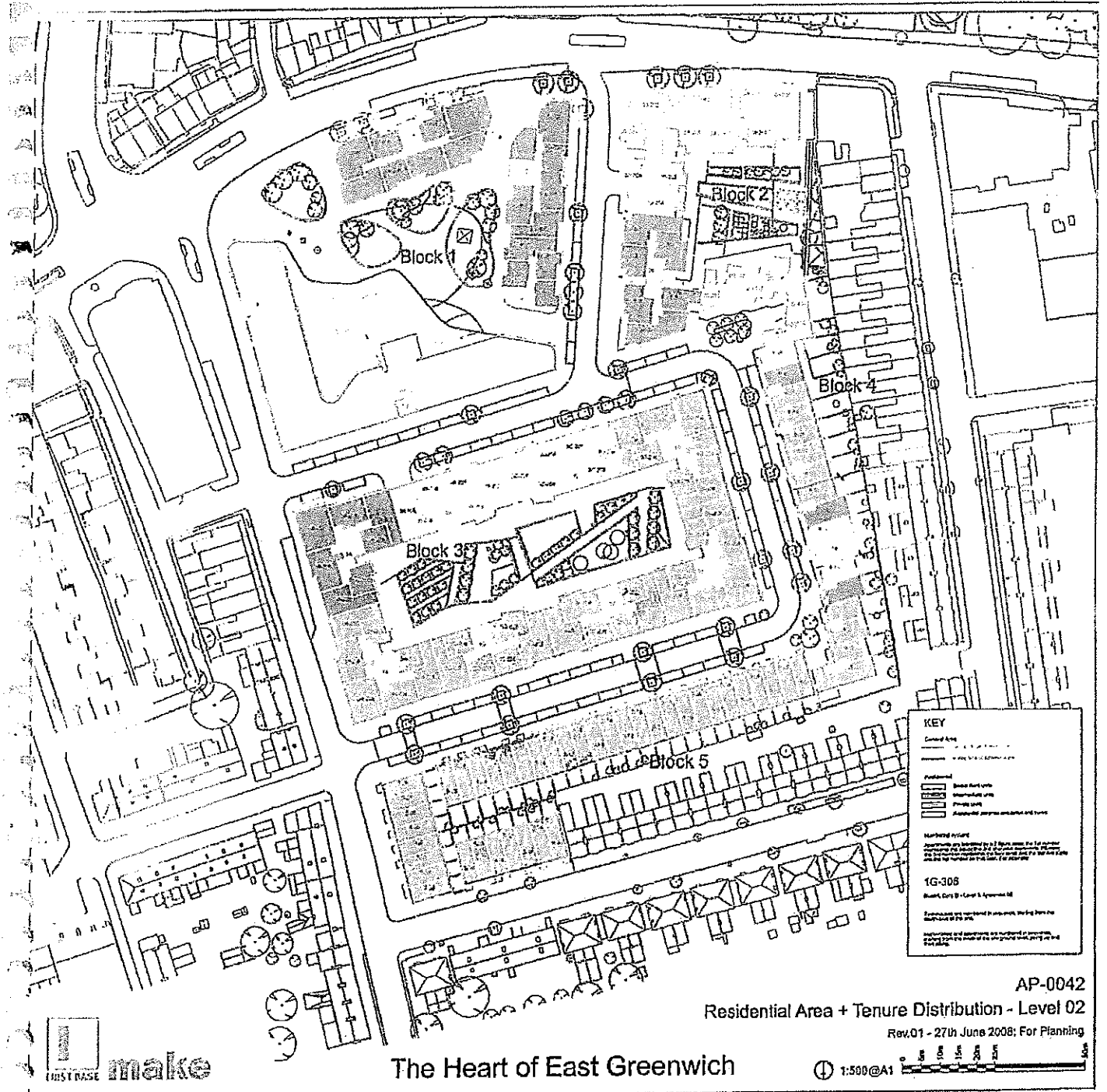
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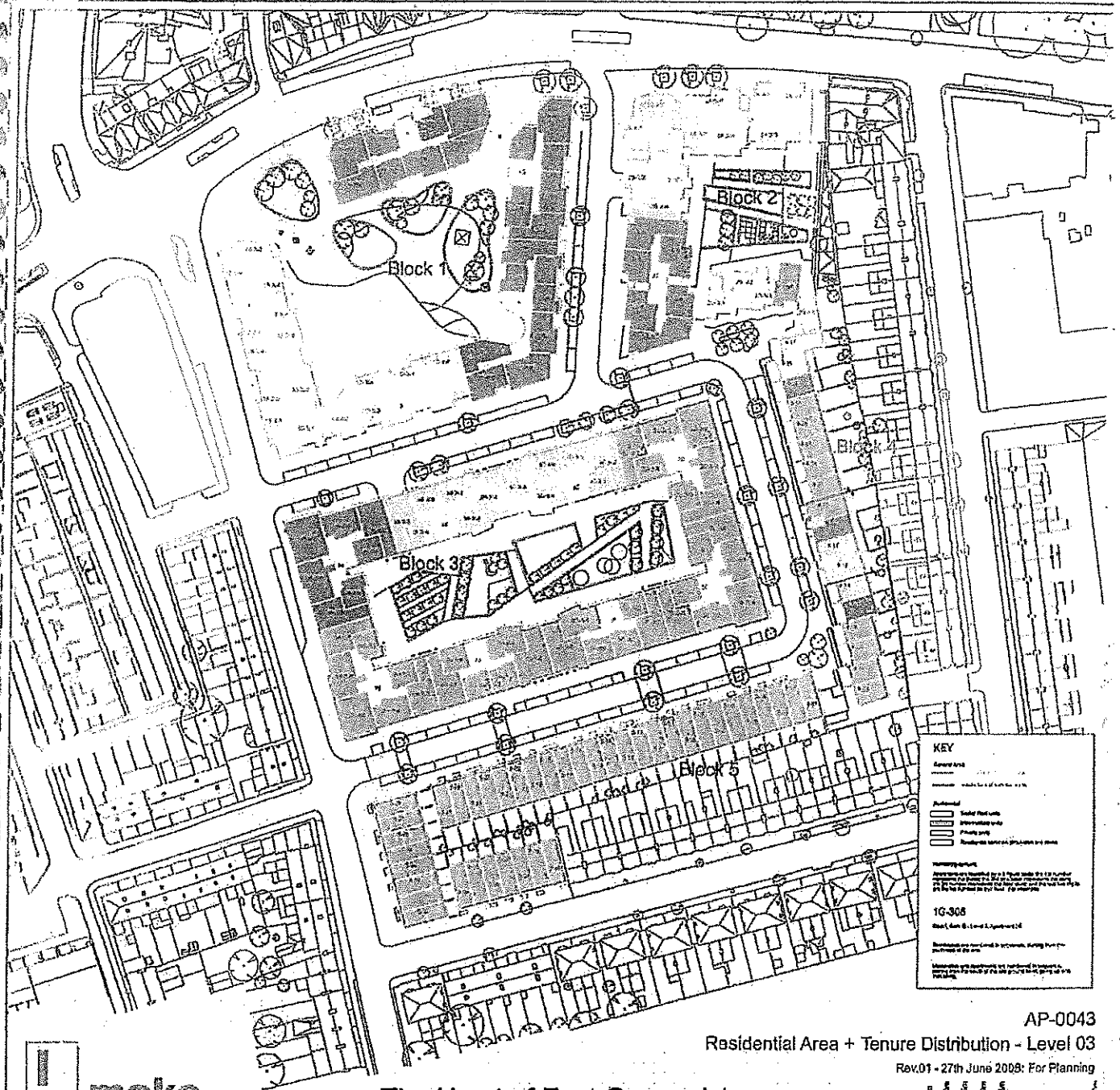


PLAN 2

Q







KEY

General Area

- Existing buildings
- Proposed buildings
- Proposed parking
- Proposed landscaping

Proposed

- Proposed buildings
- Proposed parking
- Proposed landscaping

1G-308

Block 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

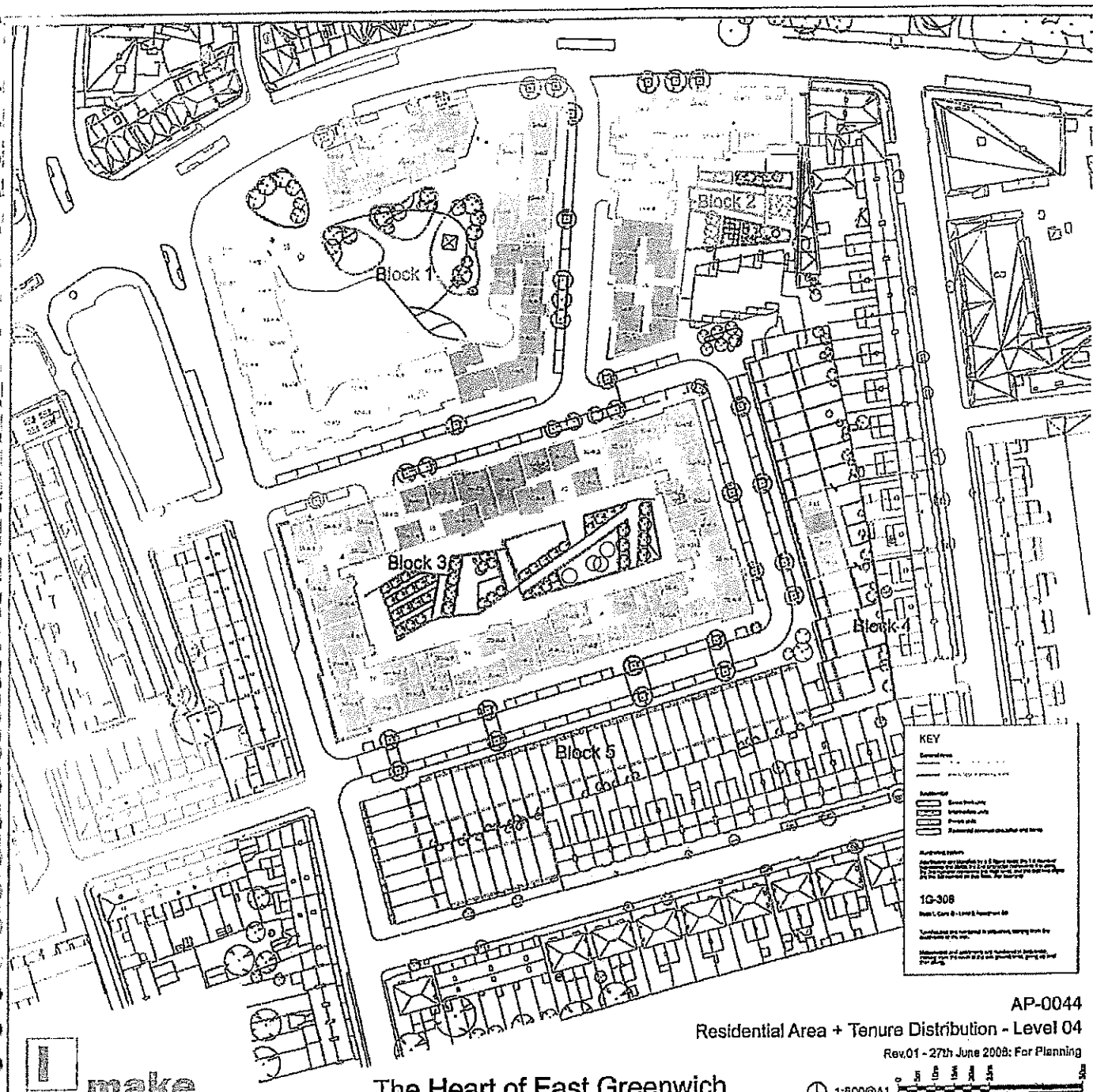


The Heart of East Greenwich

AP-0043
Residential Area + Tenure Distribution - Level 03
Rev.01 - 27th June 2008: For Planning

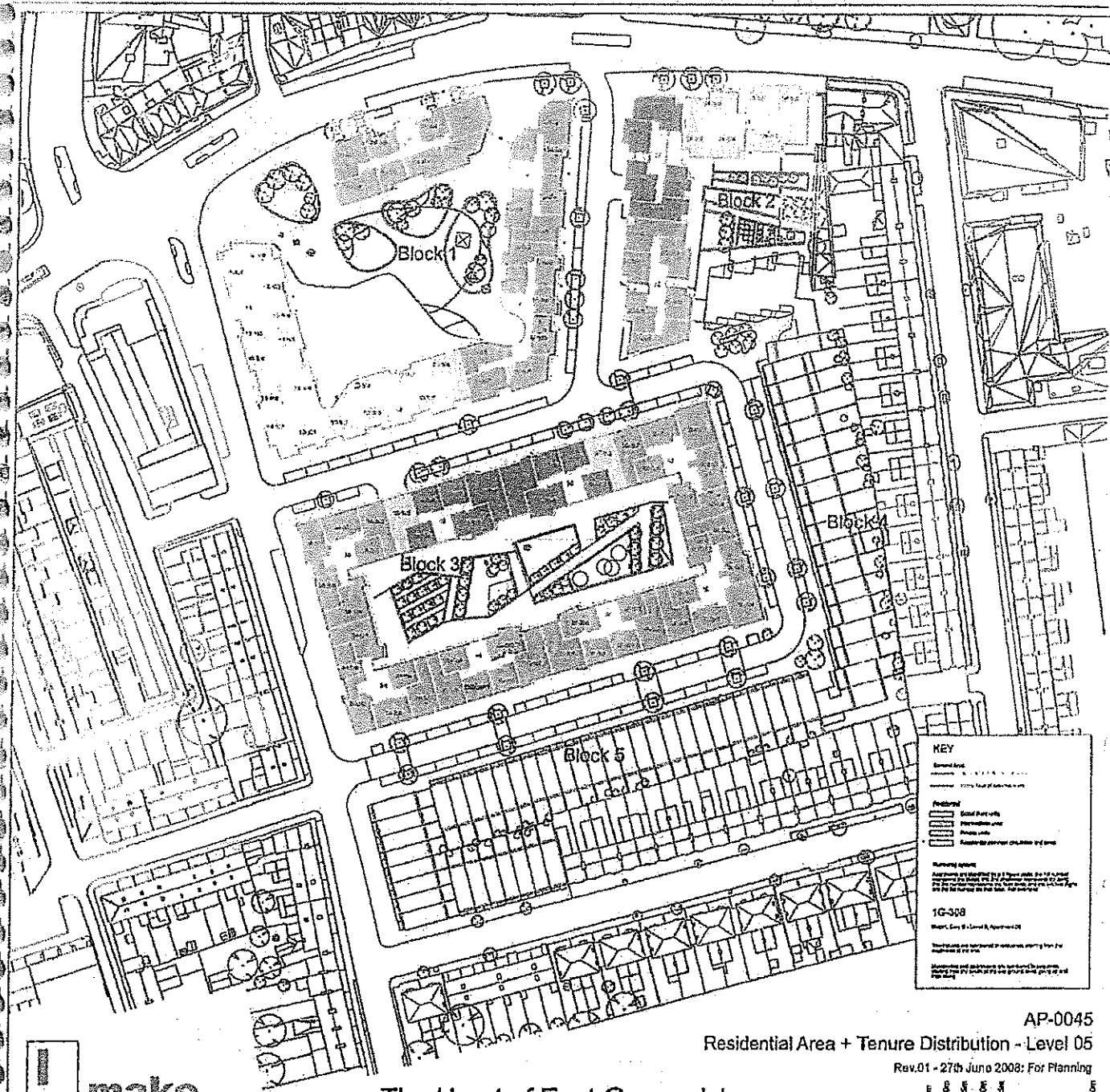
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make

8



KEY

General Area

- 100% Total of Greenhouse gases

Footpaths

- Local Footpaths
- Public Footpaths
- Public Rights of Way

Surrounding context

Any planning and development in the area should be in line with the Local Plan and the Greenhouse Gas Reduction Strategy for the London Borough of Greenwich.

1G-308

Greenwich Council, Greenwich, London SE18 6PP

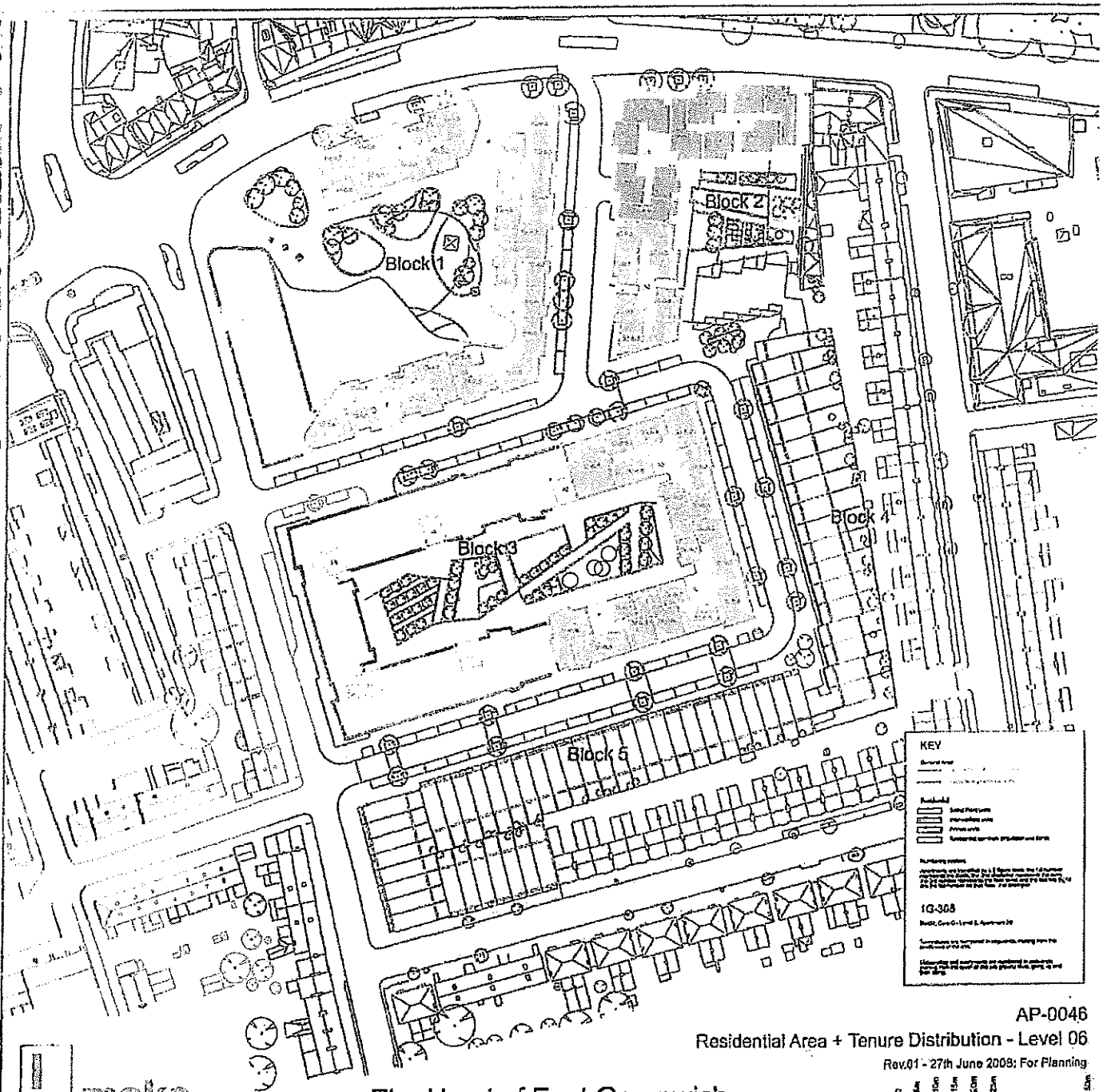
Any planning and development in the area should be in line with the Local Plan and the Greenhouse Gas Reduction Strategy for the London Borough of Greenwich.



The Heart of East Greenwich

AP-0045
Residential Area + Tenure Distribution - Level 05
Rev.01 - 27th June 2008: For Planning

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① 1:500@A1

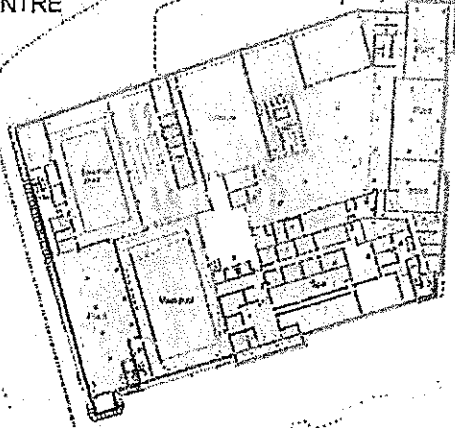
The Heart of East Greenwich

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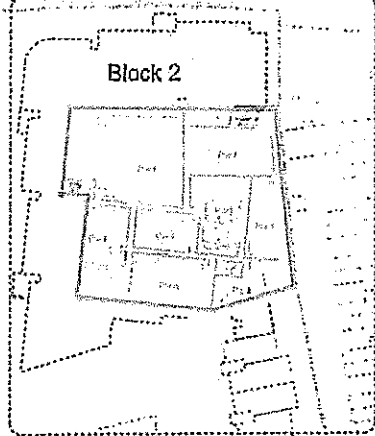
01
AP-0019

Block 1
GREENWICH
CENTRE



01
AP-0151

Block 2



make

The Heart of East Greenwich

AP-0019
Masterplan - Overall Plan Level B1
14th March 2008 : For Planning
1:500@A1

SECOND SCHEDULE

Form Of Notice Of Planning Permission

Contact

Telephone

Facsimile

email



Greenwich
Council

DP9
100 Pall Mall
London
SW1Y 5NQ

Directorate of Regeneration,
Enterprise & Skills

Peggy Middleton House
50 Woolwich New Road
London SE18 6HQ

08/0688/F

DRAFT

DECISION NOTICE - PLANNING PERMISSION GRANTED

Dear Sir/Madam,

Town & Country Planning Act 1990 (As Amended)

Town & Country Planning (General Development Procedure) Order 1995 (As Amended)

Site: FORMER GREENWICH DISTRICT HOSPITAL, VANBRUGH
HILL WOOLWICH ROAD, GREENWICH, SE10 9HE

Applicant: English Partnerships and First Base (Greenwich Residential Land
Limited)

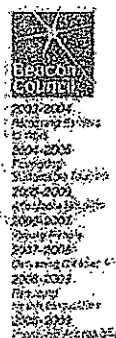
Proposal: Redevelopment for mixed-use purposes comprising residential 645 units
(Class C3), a community building (Class D1/D2), retail (Class A1/A2/A3),
a flexible retail/microbrewery (Class A1/A2/A3/sui generis), and creative
industry uses (Class B1), creation of new open space, alterations and
additions to the existing highway arrangements and new pedestrian
routes, together with associated works including landscaping and the
provision of parking, servicing and plant areas.

Drawing No's: Revised Schedule of Drawings dated 7.7.08, Design and Access Statement
and Supplement, Landscape Statement, Planning Statement, Energy
Statement, Statement of Community Involvement, Statement of Community
Benefit, Sustainability Statement, Environmental Statement (Volume 1,
Volume 2, Volume 3 and Non-Technical Summary, Transport Assessment,
Planning Obligations and Letter dated 14.3.08, Letter from URS dated 7.7.08
and DP9 dated 7.7.08 and 15/8/08.

The London Borough of Greenwich as Local Planning Authority grants planning permission for the development described above and referred to in your application dated 14 March 2008.

This permission, unless otherwise stated, is subject to Section 91 of the Town and Country Planning Act (as amended), which requires that the development hereby permitted shall commence within three years of the date of this permission.

There are 32 further conditions which are set out in the schedule overleaf.



Having regards to the provisions of the Unitary Development Plan namely Policies SC2, SJ1, SJ5, SH1, SH4, SH5, SO3, SE1, SD1, SD5, SM3, SM5, STC1, STC4, STC5, G1, C3, J13, J14, J15, H1, H7, H8, H9, H14, H15, H19, H20, O12, E6, E13, E8, E11, E12, E17, D1, D3, D6, D7, D27, M1, M6, M10, M23, M32, M33, TC16, TC25, and the other material considerations, it is considered that subject to compliance with the conditions attached, the proposed development would be in accordance with the Unitary Development Plan, and would not materially harm the character of the area, or the amenity of neighbouring occupiers, or highway conditions in the area.

Note: You are reminded that you may also require approval under the Building Regulations. Advice can be obtained from Building Control, at this address: (Tel 020 8921 5413).

SCHEDULE OF CONDITIONS, REASONS and INFORMATIVES

DRAFT

Application Reference: 08/0688/F

At: FORMER GREENWICH DISTRICT HOSPITAL, VANBRUGH HILL/WOOLWICH,
ROAD, GREENWICH, SE10 9HE

Condition 1

Full details including samples of all facing materials and fenestration to be used on the buildings shall be submitted to, and approved by, the Local Planning Authority prior to the relevant part of the development commencing and the scheme shall thereafter be implemented in accordance with the approval.

Reason:

In order that the Local Planning Authority may be satisfied with the external appearance of the buildings and ensure compliance with policy D1 of the Unitary Development Plan July 2006.

Condition 2

Full details of hours of operation including time of receiving deliveries or servicing of all commercial and creative industry uses including office, design studios, shopping, and leisure include restaurants and bars shall be submitted to, and approved by, the Local Planning Authority prior to commencement of such uses.

Reason:

To safeguard the amenities of neighbouring properties, particularly residential properties and the area generally and to ensure compliance with Policy E1 and E2 of the Unitary Development Plan July 2006.

Condition 3

Details of the phasing of the development including the completion of the building and support infrastructure for the community uses in Block I, shall be submitted to, and approved by, the Local Planning Authority before commencement of the development and shall be carried out in accordance with such approved details.

Reason:

The Local Planning Authority needs to be satisfied that the development of the site is undertaken in a coherent and comprehensive manner and delivers the community uses and to ensure compliance with Policy W1 of the Unitary Development Plan July 2006.

Condition 4

Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

- (1). A preliminary risk assessment which has identified:
 - all previous uses
 - potential contaminants associated with those uses
 - a conceptual model of the site indicating sources, pathways and receptors
 - potentially unacceptable risks arising from contamination at the site.
- (2). A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- (3). The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- (4). A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority.

The scheme shall be implemented as approved.

Reason:

To prevent the pollution of the water environment and to ensure compliance with Policy E11 and E17 of the Unitary Development Plan July 2006.

Condition 5

The developer shall monitor the levels of noise and dust pollution using an objective method of measurement for each working site. The developer shall submit to the Local Planning Authority the proposed method, the frequency and location of monitoring. Baseline levels of dust and noise shall be agreed prior to the commencement of works of demolition and construction. The developer shall also agree action levels of dust pollution and noise with the Local Planning Authority. When these levels are exceeded the developer shall take action to ensure that the levels of dust and/or noise are reduced to comply with the agreed action level.

Reason:

In the interests of the amenities of neighbouring properties and ensure compliance with Policy E1 of the Unitary Development Plan July 2006.

Condition 6

During construction of the development no vehicles shall leave the site with earth, mud etc., adhering to the wheels in a quantity which may result in its being deposited on the public highway or footpath, and creating nuisance, or hazard to vehicles, or pedestrians. Suitable wheel washing equipment to avoid such problems shall be installed, operated and maintained on the site until the development is completed. The written consent of the Environment Agency shall be obtained regarding the disposal of surface water and drainage for wheel washing facilities.

Reason:

In order to maintain the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy SM4 of the Unitary Development Plan July 2006.

Condition 7

The demolition, earth removal, piling work and any mechanical building operations required to implement this development shall only be carried out between the hours of:-

Monday to Friday 8.00 a.m. - 6.30 p.m.

Saturdays 8.00 a.m. - 1.00 p.m.

And not at all on Sundays and Bank Holidays, unless otherwise agreed in writing with the Local Planning Authority.

Reason:

To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policy E2 and E6 of the Unitary Development Plan July 2006.

Condition 8

The relevant part of the development hereby approved shall not be occupied until a car park management plan relating to that part of the development has been submitted to, and approved in writing by, the Local Planning Authority.

Reason:

To ensure that safe and secure off-street parking is maintained and managed to the satisfaction of the Council and ensure compliance with Policy M23 of the Unitary Development Plan July 2006.

Condition 9

Full details of the open space, the design and landscaping of all un-built areas of any relevant part of the development, including all pedestrian and cycle linkages, public art, hard and soft surfacing and means of enclosure, children's play equipment, lighting and street furniture shall be submitted to, and approved by, the Local Planning Authority prior to the relevant part of the development commencing. Such a landscaping scheme shall be completed within one year of the completion of the development.

Reason:

In order to improve the character and amenities of the area and ensure compliance with Policies D1 and D4 of the Unitary Development Plan July 2006.

Condition 10

Any trees or plants which die within a period of 5 years from the completion of the development, are removed or become seriously damaged, or diseased shall be replaced in the next planting season with others of similar size and species, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

In order to improve the character and amenities of the area and ensure compliance with Policies D8 of the Unitary Development Plan July 2006.

Condition 11

Full details of access arrangements for each relevant part of the development for people with mobility difficulties shall be submitted to, and approved by, the Local Planning Authority prior to the commencement of the relevant part of the development and such development shall be completed in accordance with such details.

Reason:

To facilitate movement by those with mobility difficulties and to comply with Policies D6 of the Unitary Development Plan July 2006.

Condition 12

A landscape management plan for each relevant part of the development including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens shall be submitted to and approved in writing by the Local Planning Authority before the relevant part of the development commences. The landscape management plan shall be carried out as approved.

Reason:

To protect/conservé the natural features and character of the area and ensure compliance with Policy D3 of the Unitary Development Plan July 2006.

Condition 13

Before the development is commenced a detailed remedial Methodology shall be submitted and agreed with the Planning Authority prior to commencement of the work. It should include details of monitoring of groundwater and appropriate measures to prevent pollution of groundwater and surface water during remedial activities. It should also include for investigation of areas which have not been investigated to date where appropriate. It shall be submitted to, and approved in writing by, the Planning Authority before development commences. The development shall then proceed in strict accordance with the measures approved.

Reason:

To prevent pollution of the water environment and ensure compliance with Policies E11 and E17 of the Unitary Development Plan July 2006.

Condition 14

A validation report detailing any work carried out in compliance with the agreed remedial approach for the site shall be submitted to, and approved in writing by, the Local Planning Authority on completion of the relevant works.

Reason:

To prevent pollution of the water environment and ensure compliance with Policies E11 and E17 of the Unitary Development Plan July 2006.

Condition 15

Surface water drainage works for each relevant part of the development shall be carried out in accordance with details, which shall have been submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development commences.

Reason:

To prevent the increased risk of flooding and ensure compliance with policy E17 of the Unitary Development Plan July 2006.

Condition 16

A piling risk assessment in line with the Environment Agency's guidance entitled "Piling into Contaminated Sites" shall be submitted to, and approved by, the Local Planning Authority prior to piling taking place on the site.

Reason:

To prevent pollution of the water environment and ensure compliance with Policies EI1 and EI7 of the Unitary Development Plan July 2006

Condition 17

No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

Reason:

To prevent pollution of groundwater and ensure compliance with Policy EI1 of the Unitary Development Plan July 2006.

Condition 18

Any infiltration system shall be constructed in natural ground, such that its base is at least 1m above the highest seasonal water table and in any case no deeper than 3m.

Reason:

To prevent pollution of groundwater and ensure compliance with Policy EI1 of the Unitary Development Plan July 2006.

Condition 19

The design and location of the brown and green roofs for each relevant part of the development shall be submitted to, and approved in writing by, the Local Planning Authority before the relevant part of the development commences. This must include location, design dimensions and materials. The extent of brown and green roofs shall not be less than that shown on the approved plans or otherwise agreed in writing by the Local Planning Authority within the Environmental Statement.

Reason:

To protect and conserve the natural features and character of the area and ensure that the loss of wasteland habitat is fully compensated for and to and ensure compliance with Policy D3 of the Unitary Development Plan July 2006.

Condition 20

Full Details of traffic calming measures to roads within each relevant part of the site shall be submitted to, and approved by, the Local Planning Authority prior to the commencement of the relevant part of the development.

Reason:

In order to maintain safety for all road users and to ensure compliance with policy M19 of the Unitary Development Plan July 2006.

Condition 21

The car parking spaces provided for the residential units and the Greenwich Centre shall be maintained and no development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that order with or without modification) shall be carried out so as to interfere with such use of the parking.

Reason:

In order to safeguard the safety and amenity of users of surrounding roads the footways and ensure compliance with policy M25 of the Unitary Development Plan July 2006.

Condition 22

Full details of proposed extract ventilation systems including that for the underground car park and the Greenwich Centre including the swimming pools shall be submitted to, and approved by, the Local Planning Authority. The details shall include proposed odour control measures, fan location and duct discharge positions. Such schemes shall be approved and installed to the Local Planning Authority's satisfaction prior to the commencement of the uses.

Reason:

To safeguard the amenities of future residents, neighbouring properties and area generally and in order to comply with Policies E1 and E4 of the Unitary Development Plan July 2006.

Condition 23

Full details of noise mitigation measures for all plant and processes for each relevant part of the development shall be submitted to, and approved by, the Local Planning Authority before the commencement of relevant part of the development. Once approved such measures shall be implemented in full and thereafter retained in the agreed standard.

Reason:

To safeguard the amenities of future residents, neighbouring properties and area generally and in order to comply with Policies E1 and E4 of the Unitary Development Plan July 2006.

Condition 24

Buildings to accommodate retail shops, commercial or community uses, with residential dwellings above in any relevant part of the development shall not be used for the purposes hereby approved until a scheme for sound insulation of the ceiling/party walls has been submitted to, and approved in writing by, the Local Planning Authority, prior to the commencement of that part of the development. The sound insulation scheme shall be implemented in accordance with the approved details, prior to the residential use commencing in the buildings.

Reason:

In the interest of the prospective residential occupiers of the accommodation and ensure compliance with Policy SE2 of the Unitary Development Plan July 2006

Condition 25

Full details of facilities for parking of cycles within the relevant part of the site shall be submitted to, and approved in writing by, the Local Planning Authority and once approved shall be full implemented before the premises in each part of the development are first occupied.

Reason:

To promote sustainable travel and to ensure compliance with Policy M32 of the Unitary Development Plan July 2006.

Condition 26

All dwellings hereby approved shall be constructed to Lifetime Homes standard and 10% of all dwellings shall be built to full wheelchair standards unless otherwise agreed in writing by the Local Planning Authority. Full details shall be submitted to, and approved by, the Local Planning Authority prior to the commencement of the relevant phase of the development.

Reason:

To comply with Policy H17 of the Unitary Development Plan July 2006.

Condition 27

Noise attenuation and mechanical ventilation measures for all windows of living rooms/bedrooms facing Woolwich Road shall be fully installed to achieve standards set out in BS 8233:1999 (namely a minimum of 45dB_LaeqT for living rooms and 35dB_LaeqT for bedrooms).

Reason:

To safeguard the amenities of future residents, neighbouring properties and the area generally and ensure compliance with Policies E2 and E3 of the Unitary Development Plan July 2006

Condition 28

No loading or unloading of vehicles arriving at, or departing from, the premises shall be carried out except within the curtilage of the site and all activities associated with the use shall be confined to the curtilage of the site.

Reason:

In order to safeguard the safety and amenity of users of surrounding roads the footways and ensure compliance with Policy M30 of the Unitary Development Plan July 2006.

Condition 29

Full details of the energy centre including the proposed gasification technology, fuel type, maintenance arrangements, arrestment plant and techniques and where relevant air quality targets, including location and height of the exhaust venting shall be submitted to and approved in writing by the Local Planning Authority prior to the implementation of the development and thereafter be installed and maintained in accordance with the details hereby approved pursuant to this condition. Upon completion of the development all uses shall be connected to the energy centre through a site wide heat network.

Reason:

In order to prevent the deterioration of air quality and to ensure compliance with Policies SE2 and E6 of the Unitary Development Plan and the Environmental Statement Volume One.

Condition 30

Prior to commencement on site, details shall be provided of detailed modelling to demonstrate a reduction in carbon dioxide emissions from the non-residential uses of at least 10% beyond the Target Emissions Rate in Building Regulations (Part L) 2006.

Reason:

In order to prevent the deterioration of air quality and to ensure compliance with Policies SE2 and E6 of the Unitary Development Plan and Environment Statement Volume one.

Condition 31

No bedrooms shall be situated below a level of +.4.133m ODN.

Reason:

To minimise risks to Health and Safety in the event of a breach in the tidal flood defences and to ensure compliance with Policy E18 of the Unitary Development Plan.

Condition 32

Prior to development commencing on site, an evacuation plan for safe access from basement to ground floor and to an upper level shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To minimize risks to Health and Safety in the event of a breach in the tidal flood defenses, escape from buildings during flood events must be possible at all times to comply with Policy E 18 of the Unitary Development Plan

Informative(s)

The whole of the London Borough of Greenwich has been declared an Air Quality Management Area for breaching the air quality standards for particulate matter (PM10) and NO2 and it also a designated Smoke Control Area under the Clean Air Act 1993. It is essential that any biomass boilers are exempt under the Clean Air Act and are installed with a need to meet certain control requirements in order to protect local air quality.

Contact the Directorate of Community Safety and Integrated Enforcement (Pollution) regarding air quality and biomass boiler requirements.

Under the terms of Water Resources Act 1991 and the Land Drainage Byelaws 1981, the prior written consent of the Environment Agency is required for any proposed works or structures either affecting or within 16 metres of the tidal flood defence structures. Contact I Blackburn on 020 7091 4013 for further details.

Under the terms of the Thames River (Prevention of Floods) acts 1879-1962, the statutory tidal flood defence level, which is 5.23 metres above O.D. (N) at this site, must be maintained at all times with temporary works if necessary. Contact I Blackburn on 020 7091 4013 for further details.

Under the terms of the Water Resources Act 1991, the prior written consent of the Environment Agency is required for any discharge of sewage or trade effluent into controlled waters e.g. watercourses and underground waters, and may be required for any discharge of surface water to such controlled waters or for any discharge of sewage or trade effluent from buildings or fixed plant into or onto ground or into waters which are not controlled waters. Such consent may be withheld. Contact Matt Robson on 0208 310 5500 for further details.

Under the terms of the water resources Act 1991, the prior written consent of the Environment Agency is required for dewatering from any excavation or development to a surface watercourse. Contact Matt Robson on 0208 310 5500 for further details.

THIRD SCHEDULE

The Developer's Covenants

ANNEX A – AFFORDABLE HOUSING

1 Provision of Affordable Housing

1.1 The Developer covenants with the Council that:

1.1.1 Not less than 225 of the Dwellings permitted by the Planning Permission shall be constructed as Affordable Housing Units in accordance with terms of this Agreement

1.1.2 the Affordable Housing Units referred to in paragraph 1.1.1 shall comprise:

1.1.2.1 67 London Wide Initiative Units

1.1.2.2 158 Affordable Housing Rental Units

1.1.2.3 up to 102 London Wide Initiative Additional Dwellings provided pursuant to paragraph 3 of this Annex A

1.1.2.4 any Dwellings occupied as Intermediate Housing pursuant to paragraph 13 and/or 14 of this Annex A

1.1.3 the London Wide Initiative Units and the Affordable Housing Rental Units shall be generally provided in accordance with the Agreed Mix as set out at Appendix A of this Annex A or as may be subsequently agreed between the Council and the Developer

2 Timing of occupation of Affordable Housing

2.1 The Developer covenants with the Council not to Occupy or cause or allow to be Occupied for residential purposes:

2.1.1 more than 150 Private Residential Units until 150 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A

2.1.2 more than 225 Private Residential Units until a total of 225 Affordable Housing Units have been Practically Completed and transferred for Occupation as Affordable Housing Units in accordance with and subject to the terms of this Annex A

3 London Wide Initiative Additional Dwellings

3.1 The Developer covenants with the Council that prior to completion of the first Phase of the Development the Developer shall:

3.1.1 submit to the Council for their approval the form of Affordable Housing Review which approval shall not be unreasonably withheld or delayed

3.2 The Developer covenants with the Council that prior to completion of each Phase of the Development the Developer shall:

3.2.1 undertake and complete an Affordable Housing Review and when completed submit the said review to an Independent Financial Assessor appointed by the Council the fee for which is to be paid by the Developer for the purposes

of the Independent Financial Assessor making an assessment of and producing a report on the Affordable Housing Review scheme viability and identifying the number of London Wide Initiative Additional Dwellings (if any) that can be provided over and above the 67 London Wide Initiative Units provided by the Developer during the course of the Development

3.2.2 submit to the Council the completed Affordable Housing Review together with the Independent Financial Assessor's report

3.2.3 submit to the Council for approval details showing the location of those London Wide Initiative Additional Dwellings identified by the Independent Financial Assessor as being viable pursuant to paragraph 3.2.1 above

3.3. The Developer shall use all reasonable endeavours to complete those London Wide Initiative Additional Dwellings identified in accordance with paragraph 3.2 above prior to Practical Completion of the final Phase unless otherwise agreed with the Council and to transfer such London Wide Initiative Additional Dwellings for Occupation as London Wide Initiative Additional Dwellings as soon as reasonably possible thereafter in accordance with the terms of paragraph 4 of this Annex A

4 Disposal of Affordable Housing

4.1 The Developer covenants with the Council that:

4.1.1 prior to the Occupation of the Affordable Housing Rental Units the Affordable Housing Rental Units shall be leased (for a term of not less than 125 years) to the Registered Social Landlord together with such Affordable Housing Parking Spaces and all necessary rights of access thereto at the Affordable Housing Rental Units Price in accordance with the RSL Contract and paragraphs 7, 8 and 12 of this Annex A

4.1.2 prior to the Occupation of the London Wide Initiative Units or the London Wide Initiative Additional Dwellings the London Wide Initiative Units or the London Wide Initiative Additional Dwellings shall be leased either to the Registered Social Landlord or directly to a LWI Purchaser with such Affordable Housing Parking Spaces as are required (and all necessary rights of access thereto in accordance with the Car Parking Management Plan) in accordance with the RSL Contract or the LWI Contract (as the case may be) and at the London Wide Initiative Units Price or the London Wide Initiative Additional Dwellings Price (as the case may be) subject to the terms of this agreement

5 London Wide Initiative Units Marketing Plan

5.1 The Developer covenants with the Council that the RSL Contract for the transfer of any London Wide Initiative Units to a Registered Social Landlord will require that:

5.1.1 following completion of the RSL Contract and not less than 6 months prior to the estimated date of Practical Completion of any Phase which includes London Wide Initiative Units the Registered Social Landlord shall submit to the Council a London Wide Initiative Units Marketing Plan for such Phase and such units and dwellings shall be marketed by the Registered Social Landlord in accordance with the London Wide Initiative Units Marketing Plan

5.1.2 the Registered Social Landlord shall notify the Council of the anticipated commencement date of the marketing of the relevant London Wide Initiative Units and the actual commencement date of the same and provide three monthly progress reports about marketing thereafter

5.1.3 the London Wide Initiative Units will be prioritised to households with income levels within the thresholds set by:

5.1.3.1 policy H14 of the Council's Unitary Development Plan which provides for priority to be given to households where gross income is up to £40,000 subject to RPI Indexation from February 2004 to the current date provided that the proportion of disposable income required to fund the purchase is no greater than 50%

5.1.3.2 the current London Plan and the GLA Housing SPG (currently dated February 2007, but which is updated on an annual basis) which sets a maximum threshold for intermediate homes of a gross household income of £52,500, provided that the proportion of gross household income required to fund the purchase is no greater than one third.

5.2 Where the Developer elects (at his sole discretion) to transfer the London Wide Initiative Units directly to a LWI Purchaser then the obligations of the Registered Social Landlord contained in paragraph 5.1 above shall apply mutatis mutandi to the Developer

6. London Wide Initiative Additional Dwellings Marketing Plan

6.1 The Developer covenants with the Council that the RSL Contract for the transfer of any London Wide Initiative Additional Dwellings to a Registered Social Landlord will require that:

6.1.1 following completion of the RSL Contract and not less than 6 months prior to the estimated date of Practical Completion of any Phase which includes London Wide Initiative Additional Dwellings the Registered Social Landlord shall submit to the Council a London Wide Initiative Additional Dwellings Marketing Plan for such Phase and such units and dwellings shall be marketed by the Registered Social Landlord in accordance with the London Wide Initiative Additional Dwellings Marketing Plan

6.1.2 the Registered Social Landlord shall notify the Council of the anticipated commencement date of the marketing of the relevant London Wide Initiative Additional Dwellings and the actual commencement date of the same and provide three monthly progress reports about marketing thereafter

6.1.3 the London Wide Initiative Additional Dwellings will be prioritised to households with income levels within the thresholds set by the current London Plan and the GLA Housing SPG (currently dated February 2007, but which is updated on an annual basis) which sets a maximum threshold for intermediate homes of a gross household income of £52,500, provided that the proportion of gross household income required to fund the purchase is no greater than one third

6.2 Where the Developer elects (at his sole discretion) to transfer the London Wide Initiative Additional Dwellings directly to a LWI Purchaser then the obligations of the Registered Social Landlord contained in paragraph 6.1 above shall apply mutatis mutandi to the Developer

7. Affordable Housing Rental Units

7.1 The Developer covenants with the Council that the RSL Contract for the transfer of the Affordable Housing Rental Units to the Registered Social Landlord will require that:

7.1.1 the Registered Social Landlord shall submit a Lettings Plan to the Council for

approval

7.1.2 the subsequent lease of Affordable Housing Rental Units shall be in accordance with the Sub-Regional Nomination Arrangements agreed between the London Boroughs of Bexley Bromley Greenwich Lewisham and Southwark and the approved Lettings Plan

7.1.3 the rent to be charged by the Registered Social Landlord for the Affordable Housing Rental Units, when first let, shall not exceed HCA target rent levels as set out in current HCA guidance as issued from time to time or such other amount as may be permitted by any subsequent publication then in force and the rate of increase shall be no greater than the rate stipulated by HCA guidance for the Registered Social Landlords for the London Region or if such rate of increase shall cease to be published or otherwise not stipulated by HCA the rents shall be increased annually by no greater rate than RPI Indexation: +1%

7.1.4 the Registered Social Landlord shall inform the Director in writing as to the full postal addresses and unique property number of the Affordable Housing Rental Units

8. Affordable Housing Parking Spaces

8.1 The Developer covenants with the Council that 57 of the Affordable Housing Parking Spaces shall be allocated to the Affordable Housing Rental Units

8.2 The Developer covenants with the Council that 25 of the Affordable Housing Parking Spaces shall be allocated to the London Wide Initiative Dwellings

8.3 The Developer covenants with the Council that

8.3.1 any RSL Contract will require that an Occupier of Affordable Housing shall be entitled to request an Affordable Housing Parking Space and the RSL shall demonstrate that the Occupier was made aware of this entitlement, and

8.3.2 any LWI Contract will entitle a LWI Purchaser to request an Affordable Housing Parking Space which spaces will be prioritised and managed in accordance with the Car Parking Management Plan

9. Design of Affordable Housing

9.1 The Developer covenants with the Council that:-

9.1.1 the London Wide Initiative Units and any London Wide Initiative Additional Dwellings shall be constructed and completed in accordance with the requirements of the Design and Quality Standards dated April 2007 published by HCA

9.1.2 the Affordable Housing Rental Units shall be constructed and completed in accordance with the Design and Quality Standards dated April 2007 published by HCA and the Parker Morris Space and Amenity Standards attached at Appendix C to this Annex A including storage agreed with the Council

9.1.3 15 of the Affordable Housing Rental Units shall be constructed in compliance with Part M of the Building Regulations and in accordance with Greenwich Neighbourhood Services Wheelchair Unit Site Brief (or as otherwise agreed with the Council in writing save that it is hereby acknowledged that the cores

to all buildings will have one lift) and, for the avoidance of doubt, where a communal access is to be the principal access for wheelchair users the specification for the said communal access shall not be less than the specification for access for wheelchair units under the said standards and any nominations for such adapted units shall be at the discretion of the Council or the Registered Social Landlord acting reasonably

10. Serviced Condition

10.1 The Developer covenants with the Council that the land upon which the Affordable Housing Units are to be built shall be put into a Serviced Condition in advance of any disposal of any Affordable Housing Units to a Registered Social Landlord and, in the event of any disagreement as to whether the land upon which Affordable Housing Units are to be built has been put into a Serviced Condition, a dispute shall be taken to have arisen which shall be dealt with by an Expert under the provisions of clause 10

10.2 The Developer shall require in its contract and thereafter use reasonable endeavours to procure that a contractor employed in relation to the Remediation of the land on which the Affordable Housing Units are to be built shall give collateral warranties executed as deeds to the Registered Social Landlord in a form reasonably acceptable to the Council and the Registered Social Landlord

11. Service Charges for Affordable Housing Units

11.1 The Developer shall use all reasonable endeavours to seek to design the Development so far as reasonable and practicable to ensure that the level of Service Charges for the Affordable Housing Units is as low as is reasonably practicable

11.2 The Service Charges for the Affordable Housing shall be agreed between the Registered Social Landlord and the Developer in consultation with the Council (all acting reasonably) and the said parties shall use all reasonable endeavours to agree the Service Charges not later than three months prior to Occupation of the first Dwelling

12. Affordable Housing Transfer

12.1 The Developer covenants with the Council that where land is to be let or sold for Affordable Housing Units it shall be with vacant possession and subject to the provisions of this paragraph 12.1 shall be on such terms as may be agreed between the Developer and the Registered Social Landlord or the LWI Purchaser (as the case may be) but the Affordable Housing Contract and/or the LWI Contract (as the case may be) shall contain the following provisions:

12.1.1 the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units

12.1.2 a restrictive covenant that the Affordable Housing Units shall not be Occupied other than as Affordable Housing Provided That the restrictions and the obligations in this paragraph 12.1.2 aforesaid shall not be binding or enforceable against:

12.1.2.1 any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from him

12.1.2.2 any person who has acquired any Affordable Housing Unit as grantee or assignee of a shared ownership lease and who has

purchased a 100% share in the value of that Affordable Housing Unit and any successors or other persons deriving title from him

12.1.2.3 any mortgagee chargee security trustee or receiver or administrator which shall have the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units and any person who shall derive title directly or indirectly from such person (other than a Registered Social Landlord) PROVIDED ALWAYS THAT in the case of the Affordable Housing Rental Units the mortgagee or chargee or receiver appointed by the mortgagee or chargee shall first have notified the Council that it wishes to exercise its statutory power of sale and within 20 days of such notification the mortgagee or chargee or receiver, having used all reasonable endeavours, shall have been unable to enter into a contract for sale of the Affordable Housing Rental Units to a Registered Social Landlord on terms that on completion thereof the mortgagee or chargee or receiver will be repaid the full market value (on the basis that such valuation ignores any restriction on the residential use imposed by this Agreement) of the relevant land and buildings containing or comprising the Affordable Housing Rental Units

12.1.2.4 any person who acquires any legal interest in any Affordable Housing Unit pursuant to a disposal pursuant to paragraph 14.2 below, their mortgagee and any successors in title or other person deriving title from them and their mortgagees

12.2 The Developer covenants with the Council in respect of Affordable Housing Rental Units;

12.2.1 to give notice of the commencement of negotiation for the sale or lease of Affordable Housing Rental Units to the Registered Social Landlord

12.2.2 for a period of six months beginning with the date of the notice referred to in paragraph 12.2.1 above to use reasonable endeavours to agree terms and conditions of the disposal of such units

12.2.3 if at the end of the six month period referred to in paragraph 12.2.2 above the relevant terms and conditions of such disposal have not been agreed, to use reasonable endeavours to agree for the next six months such terms and conditions with a different Registered Social Landlord nominated from the list of Registered Social Landlords in Appendix 2 by the Council in agreement with the Developer

12.2.4 If at the end of the periods set out in paragraphs 12.2.2 and 12.2.3 above, having used all reasonable endeavours, the Developer has been unable to dispose of all or any such Affordable Housing Rental Units pursuant to the provisions of paragraphs 12.2.2 and 12.2.3 above, the Developer shall be permitted to negotiate with any other Registered Social Landlord named in Appendix 2 or as otherwise approved by the Council

13. Cascade Mechanism for London Wide Initiative Dwellings

13.1 Subject to marketing any London Wide Initiative Dwellings for a period of twelve months in accordance with the terms of paragraph 5 of this Annex A if any of London Wide Initiative Dwellings remain unsold the Residential Social Landlord or the Developer (as the case may be) may market and dispose of any such dwellings as Intermediate Housing

- 13.2 In the event that Social Housing Grant is available for those London Wide Initiative Dwellings which are to be marketed and disposed of as Intermediate Housing pursuant to paragraph 13.1 above priority is to be given to households in the following income bands in accordance with policy H14 of the Council's Unitary Development Plan:

13.2.1 Households with a gross income of between £18,000 - £25,000.

13.2.2 Households with a gross income of between £25,001 - £30,000.

13.2.3 Households with a gross income of between £30,001 - £36,000.

All subject to RPI Indexation from February 2004 to the current date Provided that the proportion of disposable income required to fund the purchase is no greater than 40%

- 13.3 In the event that Social Housing Grant is not available for those London Wide Initiative Dwellings which are to be marketed and disposed of as Intermediate Housing pursuant to paragraph 13.1 above priority is to be given (pursuant to paragraph H14 of the Council's Unitary Development Plan) to households where gross income is up to £40,000 subject to RPI Indexation from February 2004 to the current date provided that the proportion of disposable income required to fund the purchase is no greater than 50%

14. Cascade Mechanism for London Wide Initiative Additional Dwellings

- 14.1 Subject to marketing any London Wide Initiative Additional Dwellings for a period of six months in accordance with the terms of paragraph 6 of this Annex A if any of London Wide Initiative Additional Dwellings remain unsold the Residential Social Landlord or the Developer (as the case may be) may market and dispose of any such dwellings as Intermediate Housing

- 14.2 Subject to marketing any London Wide Initiative Additional Dwellings for a period of twelve months for disposal as Intermediate Housing in accordance with paragraph 14.1 above if any of the London Wide Initiative Additional Dwellings still remain unsold the Residential Social Landlord or the Developer (as the case may be) may market and dispose of any such dwellings on the open market

ANNEX A - Appendix A
Agreed Mix

Affordable Housing Rental Units

1. The Agreed Mix for the provision of Affordable Housing Rental Units within the proposed development shall be as follows:

HOUSE TYPE	NO. UNITS
1-bed	57
2-bed	48
3-bed	45
4-bed	8
Total	158

London Wide Initiative Units

1. The Agreed Mix for the provision of London Wide Initiative Units within the proposed development shall be as follows:

HOUSE TYPE	NO. UNITS
1-bed	29
2-bed	23
3-bed	15
4-bed	0
Total	67

ANNEX A - Appendix B

Registered Social Landlords

- Carr Gomm Society of Telegraph Hill, Kito Road SE14 5TY
- Gallion Housing Association of Harrow Manor Way SE2 9XH
- Hexagon Housing Association of 139-151 Sydenham Road SE26 5HJ
- Horizon Housing Group, Rochester House, 2-10 Belverdere Road, London SE19 2HL
- Housing for Women of 234-244 Stockwell Road, SW9
- Hyde Housing Association of Leegate House, Burnt Ash Road SE11 8SS
- Landmark/Family Housing Association of 373-377 Clapham Road SW9 9BT
- London and Quadrant Housing Group of Osborne Terrace SE3 9DR
- Moat Housing Group Ltd of St Johns House, Suffolk Way Sevenoaks TN13 1TG
- New World Housing Association of 8 Grange Mls, Weir Road SW11 0NE
- Southern Housing Group of Fleet House, 59-61 Clerkenwell Road LONDON EC1M 5LA
- Southwark Diocesan Housing Association of 4 Chapel Court Borough High Street SE1 1HW

ANNEX B - TRANSPORT

1. Contribution to Transport

1.1 The Developer covenants with the Council to pay the sum of £150,000 (one hundred and fifty thousand pounds) to the Council as a contribution towards the improvement of transport infrastructure within the local area in the following instalments:

1.1.1 £55,581 (fifty five thousand five hundred and eighty one pounds) prior to the Occupation of Block 1

1.1.2 £76,512 (seventy six thousand five hundred and twelve pounds) prior to the Occupation of Block 3

1.1.3 £8,605 (eight thousand six hundred and five pounds) prior to the Occupation of Block 4

1.1.4 £9,302 (nine thousand three hundred and two pounds) prior to the Occupation of Block 5

1.2 The Council covenants with the Developer to use the contribution to transport as referred to in paragraph 1.1 above as follows:-

1.2.1 bus stop improvements at two locations, one being on Vanbrugh Hill and the other being on Woolwich Road

1.2.2 for improvements to public transport links within the vicinity of the Development as appropriate

2. Provision of Car Club Parking Spaces

2.1 Subject to the Council entering into an agreement with the Car Club Operator and until such time as the streets within the Development are adopted by the local highways authority the Developer covenants with the Council that:-

2.2.1 prior to Occupation of any Dwelling the Developer shall use reasonable endeavours to agree with the Council the location of the Car Club Parking Spaces that will be at the disposal of the Car Club Operator for the purposes of the Car Club

2.2.2 it shall reserve such spaces for use as Car Club Parking Spaces

3. Implementation of Low Emission Transport Scheme

3.1 The Developer covenants with the Council that it shall:-

3.1.1 prior to Occupation of each Phase submit to the Council for approval a Low Emission Transport Scheme together with a programme for implementation of the Low Emission Transport Scheme and the Low Emission Transport Scheme Controls for that Phase within the terms set out in Appendix A to this Annex B

3.1.2 following Occupation and in relation to each Phase implement and keep implemented the Low Emission Transport Scheme and the Low Emission Transport Scheme Controls (including the monitoring requirements) on the respective parts of the Land in accordance with the details and the programme approved under paragraph 3.1.1 above subject to any variation approved by the Council from time to time (such approval not to be unreasonably withheld or delayed)

4. Parking

- 4.1 The Developer covenants with the Council at the Developer's expense prior to the implementation of the relevant Phase to submit to the Council for approval details of a Car Parking Management Plan for that Phase to be implemented by the Developer and which shall include, but shall not be limited to the provisions in Appendix B of this Annex B or such other provisions as are approved by the Council acting reasonably
- 4.2 The Developer covenants with the Council that the method of allocation of the parking spaces within the Development will be clearly stated in the Car Parking Management Plan which shall provide for a total of 82 permanent Affordable Housing Parking Spaces and 83 Private Residential Parking Spaces in respect of off-street parking and temporary car parking arrangements pending completion of the permanent Affordable Housing Parking Spaces within the Development
- 4.3 The Developer covenants with the Council to monitor on an annual basis for a period of five years (commencing on the date of first Occupation) car parking in accordance with the Car Parking Management Plan and to submit annual monitoring reports to the Council
- 4.4 The Developer shall ensure that the restrictions set out in paragraph 4.5 below are included in any lease, option licence or other disposal to any End User
- 4.5 The Developer covenants with the Council that all End Users excluding the End Users of the 40 town houses located in Block 5 will be advised in writing before acquiring any lease that the said End Users shall:-
 - 4.5.1 not be entitled to apply to the Council for or hold a parking permit in respect of on-street parking
 - 4.5.2 surrender any on-street parking permit before taking up Occupation unless such person is or becomes entitled to be a holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1990 and such person has first notified the Director in writing of such entitlement
 - 4.5.3 not bring any motor vehicle on to the Land or abandon and/or park any motor vehicle on the Land other than in one of the approved and designated car parking spaces
 - 4.5.4 not sublet or lease any parking space allocated to them
- 4.6 The Developer covenants with the Council that the Developer shall prior to Occupation (and subject to adoption by the local highway authority of any streets within the Development) pay to the Council the sum of two thousand pounds (£2000) towards advertising and administration costs of publishing an amendment to the Westcombe Park Controlled Parking Zone Traffic Order as required so that any Occupier (with the exception of the End Users of the 40 town houses located in Block 5 as referred to in paragraph 4.5 above) will not be eligible to apply for any on street parking permit under such Traffic Order

5. Electric charging points for electric cars

- 5.1 The Developer covenants with the Council that it will:
 - 5.1.1 prior to the Implementation Date of the relevant Phase submit to the Council for approval detailed plans for such Phase identifying the points to be provided for the charging of electric cars

5.1.2 prior to completion of the relevant Phase of the Development ensure that all such electric charging points are installed

6. Travel Plan

The Developer covenants with the Council that the Developer shall at its own expense six months prior to the First Occupation Date submit to the Council for approval details of the Travel Plan which is to be site wide and is to be implemented by the Developer and which shall include, but not be limited to, the provisions in Appendix C of this Annex B

ANNEX B - Appendix A

Low Emission Transport Scheme (LETS) and Low Emission Transport Scheme Controls

The Low Emission Transport Scheme should aim to prohibit the most polluting vehicles within the development scheme while promoting the use of the cleanest vehicles. The following requirements shall be subject to being practicable and reasonable.

The following provisions shall apply to the construction phase:

1. All HGV's and LGV's (3.5 tonnes and over) shall have emission standards equivalent to Euro 4
2. All Non-Road Mobile Machinery (NRMM) shall use Ultra Low Sulphur Diesel (ULSD).
3. All Non-Road Mobile Machinery (NRMM) shall comply with either the current or previous EU Directive Staged Emission Standards (97/68/EC, 2002/88/EC, 2004/26/EC). As new emission standards are introduced the acceptable standards will be updated to the previous and most current standard.
4. Non-Road Mobile Machinery (NRMM) shall be fitted with Diesel Particulate Filters (DPF) conforming to a defined and demonstrated filtration efficiency (load/duty cycle permitting) from the 1st January 2006. (see note (a))
5. The ongoing conformity of plant retrofitted with DPF, to a defined performance standard, shall be ensured through a programme of on-site checks.

Note (a) - details of appropriate use of DPF can be obtained from the Greenwich Council.

The following provisions shall apply to the operational phase:

6. Reasonable endeavours shall be used to ensure that commercial vehicles associated with the Development (to include the estate management of the Development and the commercial uses within it and not for the avoidance of doubt any commercial vehicles serving individual residential occupiers) shall have minimum emission standards equivalent to Euro 4, with target quotas of at least 50% of Euro 5 or better by 1st January 2011.

7. Reasonable endeavours shall be used to introduce a minimum standard of Euro 5 for 100% of commercial vehicles by 1st January 2013 at the latest, with further target quotas for Euro 6 emission standard or clean vehicles.

7(a). By 1st January 2015 carry out and submit proposals/timetable for the introduction of at least 50% Euro 6 vehicles by 2018.

8. Reasonable endeavours shall be used to incentivise all residential parking so as to either prevent or reduce emissions to the atmosphere of Carbon Dioxide. This may be achieved through the following mechanisms (see Note (b));

- Promotion of car share schemes or car clubs
- Advice and information aimed at raising awareness of the level and impact of vehicle emissions

Managed parking shall ensure all vehicles on commencement of use are Euro 4, with a requirement that at least 50% of vehicles will be Euro 5 by January 2011. A 100% Euro 5 is to be achieved by 1st January 2013.

Note (b) – details of the relative emissions of Carbon Dioxide from vehicles can be found on the DVLA website – www.dvla.gov.uk

In addition to any monitoring required as part of the agreed Code of Construction Practice the Developer shall agree with the Council to proceed to the purchase, installation, operation and maintenance of air quality monitoring equipment or provision of other assistance or support to enable authorities to implement any necessary monitoring or actions in pursuit of an Air Quality Action Plan.

Car Club

A Car Club should be part of the LETS

The LETS is to include procedures for its monitoring and review within one year of the Development's Occupation and thereafter as agreed in writing with the Council subject to agreement with the Car Club Operator.

ANNEX B – APPENDIX B – TRANSPORT
CAR PARKING MANAGEMENT PLAN

- A total of 82 permanent Affordable Housing Parking Spaces will be provided off-street
- A total of 83 Private Residential Parking Spaces will be provided off-street
- Prior to occupation of the Greenwich Centre a total of 25 Greenwich Centre Parking Spaces will be provided off street for use by staff operating the facilities only unless otherwise agreed with the Council
- Pending completion of the permanent off-street Affordable Housing Parking Spaces and prior to Occupation of the Affordable Housing Units temporary parking arrangements will be provided within the Development as required
- Should any Private Residential Parking Spaces not be sold, then these will be made available for use by Affordable Housing Occupiers
- Affordable Housing Parking Spaces shall be provided to the nominated Registered Social Landlord on disposal of the Affordable Housing Units in accordance with paragraph 4.1 of Annex A
- Car parking spaces will be prioritised towards families, Key Workers undertaking shift work and the disabled
- Any car parking that is made available for commercial uses should not be specifically allocated to an individual tenant. Furthermore when the car parking spaces are not being used for the commercial uses flexible arrangements should be considered

ANNEX B - APPENDIX C

Travel Plan

Principles

The plan to be prepared shall as appropriate to the Development:

- a. identify appropriate measures to encourage sustainable travel to and from the Development by residents and staff using transport other than the car over the next twelve months and over every period of twelve months thereafter to a date agreed between the Council and the developer
- b. use the methodology outlined in the Transport for London Guidance for Residential and/or Workplace Travel Plans as the basis for the plan and ensure that survey and monitoring methodology employed follows the said methodology and is iTRACE compatible
- c. set targets for the reduction of the level of car parking and single car use at the Development
- d. set targets for the increase in the number of staff or residents using sustainable transport other than the car to and from the Development
- e. provide the basis of survey and monitoring of the level of car parking at the Development
- f. provide the basis of auditing and monitoring staff use of sustainable transport
- g. set out the basis for review of the measures referred to in (a) and of the targets referred to in (c) and (d)
- h. provide a programme of implementation of the Travel Plan

For the avoidance of doubt the measures referred to in (a) shall insofar as is appropriate to the various occupiers of the Development include:

- (i) providing publicity about public transport (e.g. rail/tube/river/bus)
- (ii) monitoring of the parking area to include information on how improvements in public transport has affected take up of parking spaces
- (iii) encourage use of more sustainable forms of transport for journeys to and from work to shift commuting from single occupant car use to car sharing, car pools, public transport, cycling and walking
- (iv) provide and promote public transport information such as maps, routes, timetables etc
- (v) a car parking strategy and management plan for car parking within the Development

ANNEX C – THE GREENWICH CENTRE

1. Provision of the Greenwich Centre

- 1.1 The Developer covenants with the Council that the land upon which the Greenwich Centre is to be built shall be put into a Serviced Condition prior to the Occupation of the Greenwich Centre and, in the event of any disagreement as to whether the land upon which the Greenwich Centre is to be built has been put into a Serviced Condition, a dispute shall be taken to have arisen, which shall be dealt with by an Expert under the provisions of clause 10
- 1.2 The Developer covenants with the Council that the Greenwich Centre shall be designated for use as a PCT Facility On-Site Community Facilities and On-Site Sports and Leisure Facilities as those terms are defined in this Agreement and for no other use unless otherwise agreed with the Council
- 1.3 Subject to the Greenwich Centre being constructed and the PCT fitting out the PCT Facility the Developer will grant or procure the grant of a lease to the PCT of the PCT Facility for a term of 250 years less a nominal reversion in consideration for payment of a premium by the PCT such premium to be agreed between the Developer and the PCT and calculated on the basis that land and airspace on and in which the Greenwich Centre and the PCT Facility are built are provided at no cost by the landlord to the PCT unless the PCT confirm in writing that it does not wish to take such a lease
- 1.4 The lease of the PCT Facility referred to at paragraph 1.3 above shall carry a rent of a peppercorn and be granted on terms reasonably acceptable to the PCT and the Developer in the context of a long lease granted at a premium but having regard to the requirement for the provision of a PCT Facility at the Greenwich Centre and the fact that the PCT Facility will be an internal demise situate within a larger building

ANNEX D - EDUCATION AND EMPLOYMENT TRAINING CONTRIBUTIONS

1. Contribution towards Early Years Education

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £153,743 (one hundred and fifty three thousand seven hundred and forty three pounds) as a financial contribution towards the provision by the Council of early years education facilities within the vicinity of the Development prior to the Implementation of Block 2

2. Contribution towards Nursery Education

- 2.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £507,072 (five hundred and seven thousand and seventy two pounds) as a financial contribution towards the provision by the Council of nursery education facilities within the vicinity of the Development in the following instalments:

2.1.1 £253,536 (two hundred and fifty three thousand five hundred and thirty six pounds) prior to the Implementation of Block 1

2.1.2 £253,536 (two hundred and fifty three thousand five hundred and thirty six pounds) prior to the Implementation of Block 2

3. Contribution towards Primary School Education

- 3.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £564,481 (five hundred and sixty four thousand four hundred and eighty one pounds) as a financial contribution towards improvements to primary school facilities within the vicinity of the Development in the following instalments:

3.1.1 £209,164 (two hundred and nine thousand one hundred and sixty four pounds) prior to the Implementation of Block 1

3.1.2 £287,929 (two hundred and eighty seven thousand nine hundred and twenty nine pounds) prior to the Implementation of Block 3

3.1.3 £32,381 (thirty two thousand three hundred and eighty one pounds) prior to the Implementation of Block 4

3.1.4 £35,007 (thirty five thousand and seven pounds) prior to the Implementation of Block 5

4. Contribution towards Secondary Education

- 4.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £460,644 (four hundred and sixty thousand six hundred and forty four pounds) as a financial contribution towards improvements to secondary school facilities within the London Borough of Greenwich in the following instalments:

4.1.1 £170,688 (one hundred and seventy thousand six hundred and eighty eight pounds) prior to the Implementation of Block 1

4.1.2 £234,964 (two hundred and thirty four thousand nine hundred and sixty four pounds) prior to the Implementation of Block 3

4.1.3 £26,425 (twenty six thousand four hundred and twenty five pounds) prior to the Implementation of Block 4

4.1.4 £28,567 (twenty eight thousand and five hundred and sixty seven pounds) prior to the Implementation of Block 5

5. Contribution towards Post 16 Education

5.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £138,658 (one hundred and thirty eight thousand six hundred and fifty eight pounds) as a financial contribution towards the provision by the Council of education for young persons aged 16 to 18 years of age in the following instalments:

5.1.1 £51,379 (fifty one thousand three hundred and seventy nine pounds) prior to the Implementation of Block 1

5.1.2 £70,726 (seventy thousand seven hundred and twenty six pounds) prior to the Implementation of Block 3

5.1.3 £7,954 (seven thousand nine hundred and fifty four pounds) prior to the Implementation of Block 4

5.1.4 £8,599 (eight thousand and five hundred and ninety nine pounds) prior to the Implementation of Block 5

6. Commitment, participation and financial contribution towards GLLaB

6.1 The Developer covenants with the Council that it will pay the total sum of £528,470 (five hundred and twenty eight thousand four hundred and seventy pounds) to the Council for the purposes of the Council's GLLaB employment and skills initiative in the following instalments:

6.1.1 £264,235 (two hundred and sixty four thousand two hundred and thirty five pounds) prior to the Implementation of Block 1

6.1.2 £264,235 (two hundred and sixty four thousand two hundred and thirty five pounds) prior to the Implementation of Block 2

6.2 The Council covenants with the Developer that it will only use the sum paid under paragraph 6.1 above to support the recruitment employment and skills development of Local People and Local Businesses for the Development through GLLaB

6.3 The Developer covenants with the Council that in carrying out any of the Development it will fully participate in GLLaB and use its reasonable endeavours to promote and recruit employees contractors and sub-contractors from the area of the London Borough of Greenwich required for and during the construction of the Development

6.4 The Developer covenants with the Council that in carrying out the Development it will issue a written statement in accordance with the Form of Notice in Appendix A to this Annex D to its prospective contractors and sub-contractors at the tendering for work stage

6.5 The Developer covenants with the Council that in carrying out the Development it will:

6.5.1 monitor and record the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich employed by the Developer in the construction of the Development

6.5.2 monitor and record the names of companies that have secured contracts for the carrying out of the construction of the Development

- 6.5.3 submit returns containing the information collected pursuant to paragraphs 6.5.1 and 6.5.2 above to the Council at regular intervals of not more than one month throughout the construction of the Development
- 6.6 The Developer covenants with the Council that in carrying out the Development it will use its reasonable endeavours to obtain from its respective contractors returns of the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich and engaged in the construction of the Development and to submit the same to the Council at regular intervals of not more than one month within 14 days of receipt of the said returns throughout the construction of the Development

ANNEX D – Appendix A

TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

NOTICE TO CONTRACTORS

As required by the Section 106 Agreement between the Developer and the London Borough of Greenwich (and others), in respect of the scheme known as development at the Former Greenwich District Hospital the Developer hereby confirms that it is fully committed to participating in Greenwich Local Labour and Business Initiatives and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of Greenwich and London Thames Gateway area during the regeneration of the scheme known as development at the Former Greenwich District Hospital, all appointed Contractors and sub-contractors on the development will be required to support this commitment and to assist in achieving these objectives. The Developer therefore hereby gives Notice that:

- (a) Greenwich Local Labour and Business (GLLaB) (in collaboration with the Developer) as primary agency working for the recruitment of local people and local businesses should be used as such;
- (b) The Developer and contractors will ensure that they and all of their contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;
- (c) the Developer and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at the Former Greenwich District Hospital;
- (d) the Developer and contractors are to monitor and record the number of local people and local businesses recruited from the area of the London Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at the Former Greenwich District Hospital, and in the operation of their development. The returns (which will enable the Council to assess such recruitment), will be submitted to the Developer at not more than one month intervals;
- (e) the Developer is fully committed to ensuring equal opportunities for employment and training for people and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Development and are to contain details of any disabilities from which such people may suffer. The returns are to be submitted on a monthly basis;
- (f) all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to the start date on Site. The Developer and its primary agencies will be able to assist with this;
- (g) the Developer and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:

- The Race Relations Acts 1976 and 2000;
- The Sex Discrimination Act 1975;
- The Equal Pay Act 1970;
- The Disability Discrimination Act 1995 and the Manpower Services Commission's Code of Good Practice on the Employment of Disabled People;
- European Directives issued under EU Treaty Articles 13 and 141; and
- Codes and Regulations formulated under the above Acts and Directives

ANNEX E – SOCIAL SERVICES CONTRIBUTIONS

1 Financial Contribution towards Social Services

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £64,500 (sixty four thousand five hundred pounds) as a financial contribution towards the provision of Social Services within the London Borough of Greenwich in the following instalments:

- 1.1.1 £23,900 (twenty three thousand nine hundred pounds) prior to the Occupation of Block 1
- 1.1.2 £32,900 (thirty two thousand nine hundred pounds) prior to the Occupation of Block 3
- 1.1.3 £3,700 (three thousand seven hundred pounds) prior to the Occupation of Block 4
- 1.1.4 £4,000 (four thousand pounds) prior to the Occupation of Block 5

ANNEX F – LOCAL COMMUNITY FACILITIES CONTRIBUTION

1. Financial Contribution towards Community Facilities

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £386,452 (three hundred and eighty six thousand four hundred and fifty two pounds) as a financial contribution towards the provision by the Council of Community in the following instalments:

- 1.1.1 £143,197 (one hundred and forty three thousand one hundred and ninety seven pounds) prior to the Occupation of Block 1
- 1.1.2 £197,120 (one hundred and ninety seven thousand one hundred and twenty pounds) prior to the Occupation of Block 3
- 1.1.3 £22,169 (twenty two thousand one hundred and sixty nine pounds) prior to the Occupation of Block 4
- 1.1.4 £23,966 (twenty three thousand nine hundred and sixty six pounds) prior to the Occupation of Block 5

ANNEX G – CHILDREN'S PLAY SPACES, PUBLIC REALM AND PUBLIC ART

1. Provision, maintenance and management of Public Realm

- 1.1 The Developer covenants with the Council that the Developer shall without expense to the Council (subject as mentioned below) take all necessary steps diligently to lay out construct and otherwise complete in a proper and workmanlike manner to the reasonable satisfaction of the Council the Public Realm in accordance with a specification to be agreed with the Council whose approval is not to be unreasonably withheld or delayed and further the Developer shall ensure that the contractors employed in relation to the Remediation of the Public Realm shall give a collateral warranty to the Council executed as a Deed in the form approved by the Council
- 1.2 The Public Realm shall be constructed in accordance with a programme of development that shall be agreed between the Developer and the Council (both parties acting reasonably) and shall be completed in relation to each Phase no later than the Occupation of the last Dwelling of such Phase
- 1.3 The Developer hereby covenants with the Council that it will notify the Council in writing of the completion of each phase of the Public Realm as soon as reasonably practicable thereafter
- 1.4 Subject to the provisions of paragraphs 1.5.4 and 1.5.6 of this Annex G the Developer shall be responsible at its own expense for the due and proper maintenance of the Public Realm and shall (without prejudice to the generality of this):-
 - 1.4.1 keep in proper repair and condition all existing ditches fences and gates in and around the Public Realm
 - 1.4.2 keep the Public Realm clean and tidy and free from deposits of waste rubbish or refuse
 - 1.4.3 keep all trees hedges shrubs plants and grass within the Public Realm in good health and condition and replace the same when necessary
 - 1.4.4 keep the Public Realm in such secure and sound condition generally as will afford to the general public the free unobstructed and safe use thereof
 - 1.4.5 effect and maintain full and adequate insurance cover in respect of any claims for injury that may be made by members of the public
- 1.5 The Developer shall (subject as mentioned below) allow the public from the completion of each phase of the Public Realm to have access on foot to such Public Realm and the following provisions shall apply:-
 - 1.5.1 the Public Realm shall (subject as mentioned below) be open to the public for the enjoyment of the public at large on every day throughout the year during daylight hours save for those days in any calendar year upon which the Developer wishes to restrict such access for the purposes of good estate management and in respect of which the Developer has given prior notice to the Council provided that the Developer shall use reasonable endeavours to minimise any period during which public access to the Public Realm or parts thereof is restricted and shall not prevent access to the Public Realm or any part thereof for the purposes mentioned above (save in the case of emergency) (and subject as mentioned in paragraph 1.5.2 above) for any period exceeding 72 hours without the prior approval of the Council which shall not be unreasonably withheld or delayed
 - 1.5.2 The Developer shall in any event be entitled to close the Public Realm on one day each year to prevent acquisition of any public rights and otherwise to display signs to preclude the acquisition of rights by members of the public

- 1.5.3 The Council by its officers workmen or agents will be allowed access to the Public Realm in order to ensure that the provisions of paragraphs 1.4 and 1.5.1 above are being complied with and in the event of there being a breach by the Developer of any of their obligations under paragraphs 1.4 and 1.5.1 above the Council may serve a default notice upon the Developer requiring any breach to be remedied within a period of twenty one days from the date of the said notice and the Developer shall either remedy the breach accordingly to the satisfaction of the Council or if the Developer does not accept the requirements of the said default notice it shall notify the Council in writing whereupon a dispute shall be deemed to have arisen to be determined by an Expert and the provisions of clause 10 shall apply
- 1.5.4 It is hereby agreed between the parties hereto that at the end of a period of two years from the date that the Public Realm (or any part thereof) is completed the Developer shall serve notice on the Council that the Public Realm (or any part thereof) has been completed and offer to the Council a lease of the Public Realm (or any part thereof) at a peppercorn rent ("the Public Realm Lease") and from the grant of the Public Realm Lease the Council shall assume responsibility for the maintenance of the Public Realm (or such part or parts of the Public Realm) at its own expense and the obligations upon the Developer under this paragraph 1 shall cease upon the grant of the Public Realm Lease in relation to such part of the Public Realm that has been transferred to the Council subject to the payment by the Developer to the Council of an amount agreed between the Council and the Developer towards the future maintenance of the Public Realm (or part thereof)
- 1.5.5 It is hereby agreed between the parties that the Developer shall not serve the notice referred to in paragraph 1.5.4 above unless the Public Realm (or such part thereof) is in a proper state of maintenance having regard to the Developer's obligations set out in this paragraph 1 and for the purpose of establishing whether the Public Realm is in a proper state of maintenance the Developer and the Council shall appoint jointly and at their equal expense an independent landscape architect to inspect the Public Realm and the said landscape architect shall in making his inspection have regard to the provisions of this paragraph PROVIDED THAT if the said landscape architect is not satisfied that the Public Realm is in a proper state of maintenance he will notify the Developer and the Council accordingly in writing and the Developer shall remedy the position to the satisfaction of the said landscape architect whose decision shall be final and binding
- 1.5.6 Once the said landscape architect has confirmed that the Public Realm is in a proper state of maintenance pursuant to paragraph 1.5.5 above the Council shall accept the Developer's offer of a lease of the Public Realm (or any part thereof) as referred to at paragraph 1.5.4 above and shall use reasonable endeavours to enter into the said lease as soon as reasonably practicable thereafter
- 1.5.7 From the date of completion of the Public Realm Lease the Council shall maintain the Public Realm (or such part or parts thereof) in accordance with a management plan to be agreed between the Developer and the Council in consultation with the management company referred to at paragraph 5 of Annex L) prior to the date of completion of the said Public Realm Lease
- 2. Provision of Play Equipment**
- 2.1 The Developer covenants with the Council to submit prior to the Implementation of the relevant Phase of the Development to the Council for approval details of Play Equipment together with a programme for the implementation of the said Play Equipment within such Phase

2.2 The Developer covenants with the Council to install the Play Equipment at the Developer's cost in accordance with the details and the programme approved by the Council pursuant to paragraph 2.1 above to the reasonable satisfaction of the Council

2.3 The Developer covenants with the Council that for the lifetime of the buildings the Development Play Equipment will be provided in good working order and condition and in accordance with safety requirements PROVIDED THAT if the Council takes a lease of the Public Realm pursuant to paragraph 1.5.4 above then this paragraph 2.3 shall not apply and the Council shall maintain the Play Equipment in accordance with its obligations in paragraphs 1.5.4 and 1.5.6 above

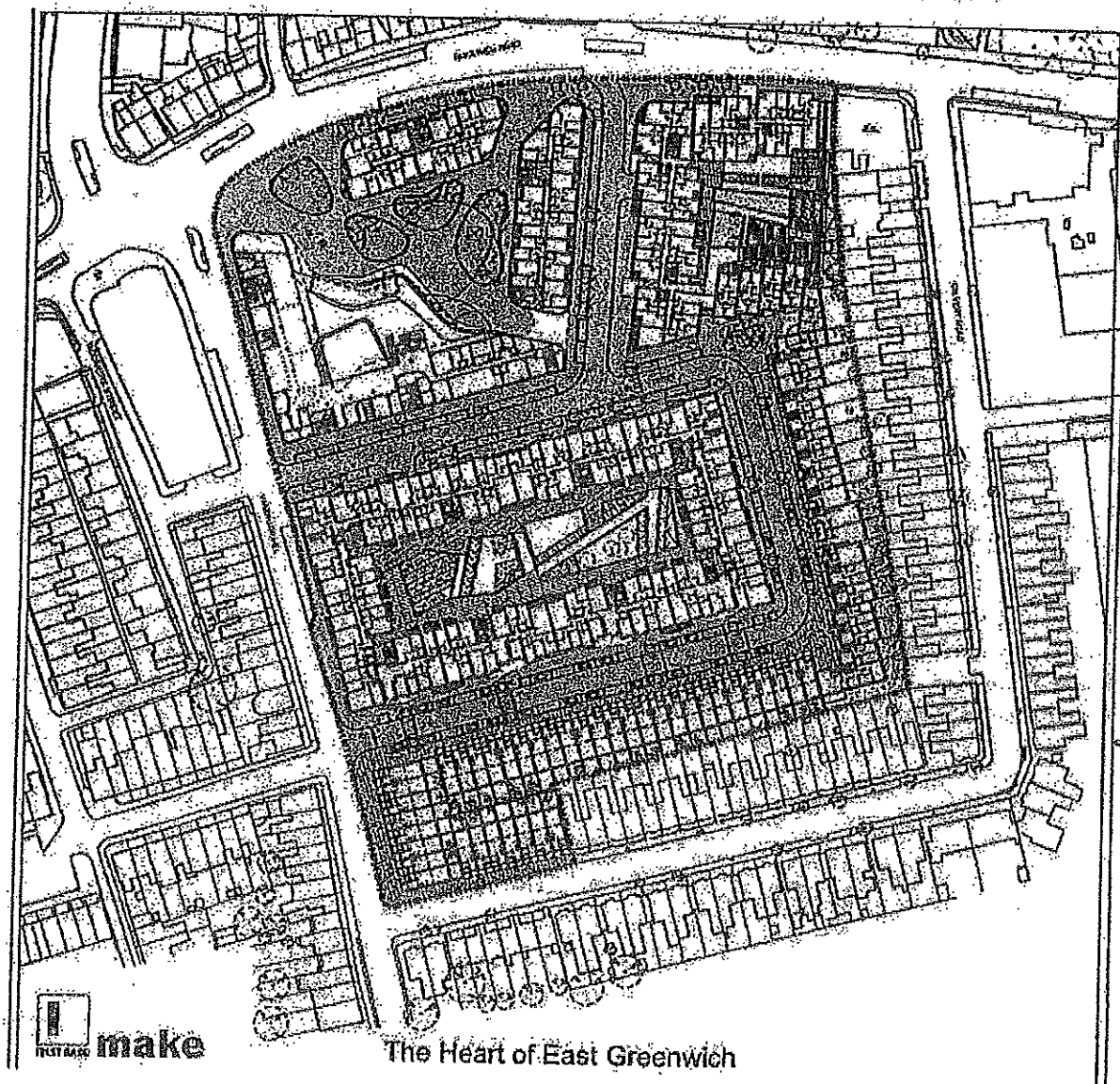
3. Provision of art in the Public Realm

3.1 The Developer covenants with the Council that by no later than the Occupation of each Phase of the Development to provide at its own expense art in the Public Realm within the relevant Phase of the Development in accordance with a strategy for art in the Public Realm for the whole Site previously approved by the Council

3.2 The Developer covenants with the Council that for the lifetime of the buildings the art in the Public Realm will be provided and maintained in good order and condition PROVIDED THAT if the Council takes a lease of the Public Realm pursuant to paragraph 1.5.4 above then this paragraph 3.2 shall not apply and the Council shall maintain the art in the Public Realm

ANNEX G - APPENDIX A

PLAN OF PUBLIC REALM TO BE TRANSFERRED TO THE COUNCIL



ANNEX H – PUBLIC SAFETY AND EMERGENCY SERVICES

1. Public Safety Improvements

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £147,705 (one hundred and forty seven thousand seven hundred and five pounds) as a financial contribution towards the provision of public safety improvements within the vicinity of the Development in the following instalments:

1.1.1 £54,731 (fifty four thousand seven hundred and thirty one pounds) prior to the Occupation of Block 1

1.1.2 £75,341 (seventy five thousand three hundred and forty one pounds) prior to the Occupation of Block 3

1.1.3 £8,473 (eight thousand four hundred and seventy three pounds) prior to the Occupation of Block 4

1.1.4 £9,160 (nine thousand one hundred and sixty pounds) prior to the Occupation of Block 5

2. Emergency Services

- 2.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £223,815 (two hundred and twenty three thousand eight hundred and fifteen pounds) as a financial contribution towards the provision of Emergency Services within the vicinity of the Development in the following instalments:

2.1.1 £82,933 (eighty two thousand nine hundred and thirty three pounds) prior to the Occupation of Block 1

2.1.2 £114,163 (one hundred and fourteen thousand one hundred and sixty three pounds) prior to the Occupation of Block 3

2.1.3 £12,839 (twelve thousand eight hundred and thirty nine pounds) prior to the Occupation of Block 4

2.1.4 £13,880 (thirteen thousand eight hundred and eighty pounds) prior to the Occupation of Block 5

ANNEX I – CULTURAL STRATEGY CONTRIBUTION

1. Contribution towards the Cultural Strategy

- 1.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £98,987 (ninety eight thousand nine hundred and eighty seven pounds) as a financial contribution towards the Cultural Strategy in the following instalments:
 - 1.1.1 £36,679 (thirty six thousand six hundred and seventy nine pounds) prior to the Occupation of Block 1
 - 1.1.2 £50,491 (fifty thousand four hundred and ninety one pounds) prior to the Occupation of Block 3
 - 1.1.3 £5,678 (five thousand six hundred and seventy eight pounds) prior to the Occupation of Block 4
 - 1.1.4 £6,139 (six thousand one hundred and thirty nine pounds) prior to the Occupation of Block 5

ANNEX J – ENVIRONMENTAL HEALTH AND WASTE MANAGEMENT

1 Provision of Waste/Refuse Recycling Bins

1.1 The Developer covenants with the Council that:

1.1.1 it shall not Occupy or cause or allow to be Occupied any Dwelling in the Development until the said Dwelling has been provided (at no cost to the Council) with refuse bins and recycling boxes (of a type and specification approved by the Council) in accordance with the details set out in Appendix A to this Annex J

1.1.2 the cost of complying with the provisions of paragraph 1.1.1 shall not form part of the service charges payable by the Occupiers of Dwellings

2. Environmental Health Financial Contribution

2.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £86,860 (eighty six thousand eight hundred and sixty pounds) as a financial contribution towards the maintenance or improvement of Environmental Health and relevant facilities needed to achieve this in the following instalments:

2.1.1 £32,185 (thirty two thousand one hundred and eighty five pounds) prior to the Occupation of Block 1

2.1.2 £44,305 (forty four thousand three hundred and five pounds) prior to the Occupation of Block 3

2.1.3 £4,983 (four thousand nine hundred and eighty three pounds) prior to the Occupation of Block 4

2.1.4 £5,387 (five thousand three hundred and eighty seven pounds) prior to the Occupation of Block 5

3. Waste Management Financial Contribution

3.1 The Developer covenants with the Council that it shall pay to the Council the total sum of £64,500 (sixty four thousand five hundred pounds) as a financial contribution towards waste disposal and recycling facilities where appropriate in the following instalments:

3.1.1 £23,900 (twenty three thousand nine hundred pounds) prior to the Occupation of Block 1

3.1.2 £32,900 (thirty two thousand nine hundred pounds) prior to the Occupation of Block 3

3.1.3 £3,700 (three thousand seven hundred pounds) prior to the Occupation of Block 4

3.1.4 £4,000 (four thousand pounds) prior to the Occupation of Block 5



Government legislation and the growing requirement for local authorities to meet increasing recycling targets means that the Council must provide adequate facilities to enable residents to recycle as much household waste as possible.

To enable Greenwich to meet these requirements, the following guidelines should be incorporated in all new developments in the borough.

Waste and recycling containers and quantities

Within the confines of the property it is necessary to provide sufficient storage for:-

- 1 x 240 litre wheeled bin for food and garden waste (compostable material)
1 x 240 litre blue-topped wheeled bin for mixed dry recyclables
1 x 240 litre wheelie bin for refuse

Storage areas should be designed to accommodate the wheeled bins "side by side" and not "end to end". This will allow residents to access all containers without having to wheel them out of the storage area.

Taylor 240 litre wheeled bins Width 730mm
Height 1685mm (with lid open)
Length 516mm

Where Developments include terrace-linked properties, consideration must be given to building in storage facilities for three wheeled bins.

Developers are required to provide each resident with the appropriate number of 240 litre wheeled bins at a cost of £50 each, including delivery. The Developer will pay for all containers in advance and Greenwich Council will deliver to residents when they move in. Developers should give residents the following telephone number/email address to contact in order to arrange delivery of the wheeled bins:- 020 8921 4661, or refuse@greenwich.gov.uk.

Waste & recycling containers and quantities

Communal storage chambers will need to be provided in the development to house containers based on the following:-

Every 8 properties require 2 containers, i.e.;

1 x container for household waste
1 x container for mixed dry recyclables

Size of containers

Chamberlain Model 940 for household waste Width 950mm
Height 1410mm
Length 1010mm

Recycling Model 1100 for mixed dry recycling Width 985mm
Height 1470mm
Length 1260mm

Charges

There will be an annual hire charge for Household waste containers of £120.00 plus VAT, which includes supply and maintenance of the containers. Recycling Containers have to be purchased for £300.00 plus VAT each. There is No hire charge for communal recycling containers.

The Council requires from the Developer (or Management Company), payment in advance, and prior to delivery. The first collection is free (one a week). Any additional collections are charged at £7.05 plus VAT per container per week.

Please contact the waste services department at least 6 weeks before delivery of containers is required.

Communal Storage Chambers

The chambers that house the containers need to be accessible and convenient to all households so that waste disposal and recycling does not become an effort for residents. Ideally they should be close to each residential block which should be accessed en route to or from the development's car park(s).

The doors need to be of a durable and hard wearing material as they will inevitably be knocked. Ideally they will need to open outwards rather than in to the chamber to allow maximum access and manoeuvring. The housing should have a water supply and drainage.

Consideration should also be given to providing storage facilities for household bulky items such as old furniture and white goods. This will avoid clogging up the household waste and recycling chambers. Alternatively, management companies must be advised of this requirement and instructed to ensure that separate arrangements for bulky items are made.

Accessibility

The Council requires that the walking distance from the container storage area to the refuse collection vehicle is no more than 15 metres.

The clearance height for a refuse collection vehicle is 3.7 metres.

Operatives require a safe collection area such as a lay by, if access to the chambers is to be via a dual carriage or main, fast flowing road.

A dropped kerb or crossover will be required to move the containers from the chamber to the refuse collection vehicle -- it is not good practice to wheel the full containers down kerbs and then back up again after emptying.

If access to the chambers is within a car park area or via internal estate roads, the size of the refuse collection vehicles (26 tonne gross vehicle weight) and their manoeuvrability and turning characteristics need to be taken into account. The wall to wall turning circle is 16.1 metres.

Access to the storage chambers must be at ground level and they should be sited in locations which do not require refuse operatives to wheel containers up/down steps or inclines.

3. Costs

It is the Developer's responsibility to meet the costs of providing residents on new developments with the appropriate containers for household waste and mixed dry recycling.

4. Kitchen Waste

Developers are requested to consider design solutions, particularly in multi-occupancy properties, around the fitment of waste disposal units which are able to catch and compress solid kitchen waste, for collection (from a central point) and onward composting.

5. General

The Council would consider chutes in flatted accommodation, although they would be looking to have two chutes, one for recycling and one for the remaining waste.

Waste Services are keen that all new and future waste management requirements are taken into account in new developments. Accordingly, Developers are encouraged to discuss with Waste Services any additional storage requirements that may be needed in the future around green waste, or any other newly recyclable commodity.

For further information, please contact:-

Waste Services
Birchmere Depot
Eastern Way
Thamesmead
London SE28 8BF

Tele:
Fax:
Email:

ANNEX K – MONITORING, REVIEW, LEGAL AND PROFESSIONAL FEES

1. PAYMENT OF LEGAL COSTS

It is agreed that the Developer shall pay to the Council upon completion of this Agreement the reasonable legal costs and engineer's costs of the Council in connection with the negotiation, preparation and execution of this Agreement in the sum of £50,000 (fifty thousand pounds)

2. PAYMENT OF SECTION 106 MONITORING COSTS

It is further agreed that the Developer shall pay to the Council upon the Implementation Date the total sum of £140,893 (one hundred and forty thousand eight hundred and ninety three pounds) towards the Council's costs and expenses of monitoring on its own behalf compliance with the terms of this Agreement

3. MONITORING INFORMATION

The Developer covenants to submit development monitoring information in accordance with the details set out in Appendix A to this Annex K. The Schedules in Appendix A to this Annex K shall be completed and submitted to the Council as follows : M1 M2 and M3 shall be submitted two months after the grant of the Planning Permission and Schedules M3 and M4 on an annual basis until the completion of the Development.

ANNEX K - Appendix A Monitoring Information

Schedule M1: Gross non-residential Floorspace Permitted (m²)
Permission Reference:

Use Class	Pre-existing	Proposed	
A1 retail shop			
A2 business or financial service			
A3 restaurant or café			
A4 bar or pub			
A5 hot food take-away			
B1a office not recorded under A2			
B1b/c light industry or R&D			
B2 general industry			
B8 warehousing or storage			
C1 hotel or guest house			No. rooms: <input type="text"/>
C2 clinic, hospital, boarding college			Specify use: <input type="text"/>
D1 school or college (not boarding)			
hospital, clinic or crèche			Specify use: <input type="text"/>
church, hall, exhibition gallery			Specify use: <input type="text"/>
D2 indoor sports or leisure use			Specify use: <input type="text"/>
Sui Non-residential only			Specify use: <input type="text"/>
Other Non-residential only			Specify use: <input type="text"/>
Total			

And How many off-street non-residential car parking spaces will be provided?

Schedule M2: Dwellings Existing and Proposed
Permission Reference:

	Pre-existing			Proposed			
	Private	Affordable	Total	Private	Social Rented	Inter- mediate	Total
Hostel/care home rooms:							
Non S/C bedsits							
Studio							
1-bed flat							
2-bed flat							
2-bed house							
3-bed flat							
3-bed house							
4-bed flat							
4-bed house							
5+ bed house							
TOTAL							

How many of the proposed units will be built to meet wheelchair standards?

Schedule M3: Renewable Energy (Annual Update)

Permission Reference:

Source	Total (kWh)	proposed	Active (kWh) as at 31 March 20xx
Solar panels			
Photovoltaics			
Wind turbines			
Ground heat exchange			
Combined Heat & Power **			
Other			
Total			

(** Only for waste/biomass/renewable fuel)

Schedule M4: Annual Completions: Year ending 31 March 20xx

Permission Reference:

Dwellings Completed	Private	Social Rented	Intermediate	Total
Hostel/care home rooms				
Non S/C bedsit rooms				
Studio				
1-bed flat				
2-bed flat				
2-bed house				
3-bed flat				
3-bed house				
4-bed flat				
4-bed house				
5+ bed house				
How many of the above units meet wheelchair standards?				
Non-residential floorspace completed: Year ending 31 March 20xx				
retail shop	A1	(sqm gross)		
business or financial service	A2	(sqm gross)		
restaurant or cafe	A3	(sqm gross)		
bar or pub	A4	(sqm gross)		
hot food take-away	A5	(sqm gross)		
office not recorded under A2	B1a	(sqm gross)		
light industry or R&D	B1b/c	(sqm gross)		
general industry	B2	(sqm gross)		
warehousing or storage	B8	(sqm gross)		
hotel or guest house	C1	(sqm gross)		
clinic, hospital, boarding college	C2	(sqm gross)		
school or college (not boarding)	D1	(sqm gross)		
hospital, clinic or crèche	D1	(sqm gross)		
church, hall, exhibition gallery	D1	(sqm gross)		
indoor sports or leisure use	D2	(sqm gross)		
Non-residential only	Su1	(sqm gross)		
Non-residential only	Other	(sqm gross)		
Total				

ANNEX L – FURTHER OBLIGATIONS

1. Construction Charter

1.1 The Developer covenants with the Council that:

- 1.1.1 prior to the Implementation of each Phase it shall submit to the Council for approval a Construction Charter in connection with the carrying out of the development of such Phase which shall be based on the Principles of the Code of Good Practice set out in Appendix A to this Annex L
- 1.1.2 it will use all reasonable endeavours to ensure that its contractors comply with the Construction Charter approved by the Council in accordance with this paragraph 1

2. Achievement of secured by design certification

2.1 The Developer covenants with the Council that prior to the Implementation of each Phase it shall:

- 2.1.1 consult with the crime prevention design advisor to discuss the methods required to achieve Secure By Design within the relevant Phase and consult and keep the Council regularly informed of progress and outcome of such discussions; and
- 2.1.2 submit to the Council a report demonstrating how the relevant Phase achieves a safe and secure environment

3. Environmental sustainability measures

3.1 The Developer covenants with the Council that:-

- 3.1.1 it will ensure that the Development is so designed and constructed as to achieve a Code Level 4 rating as defined by the Code for Sustainable Homes (February 2008) which should include measures in respect of ecological enhancements rainwater recycling and low water usage in respect of appliances
- 3.1.2 it will ensure the non-residential units are designed and constructed as to achieve a BREEAM Excellent rating which should include measures in respect of ecological enhancements rainwater recycling and low water usage in respect of appliances and it will submit to the Council prior to the Occupation of the non-residential units a report verifying this prepared by a registered assessor chosen from the list approved for such purposes by the Building Research Establishment
- 3.1.3 a report from a registered assessor chosen from the list approved for such purposes by the Building Research Establishment which gives the opinion that the design of the Development achieves a Level 4 rating (as referred to at paragraph 3.1.1 above) shall be submitted to the Council by the Developer in writing prior to the Implementation of the relevant Phase
- 3.1.4 The Developer will seek to achieve net zero carbon emissions for the Development in accordance with the GLA definition in addition to achieving a Code Level 4 rating and a BREEAM Excellent rating as referred to at paragraphs 3.1.1 and 3.1.2 above

4. Provision of Combined Heat and Power Plant

4.1 The Developer covenants with the Council

4.1.1 prior to the implementation of the relevant Phase to submit to the Council for approval details of the CHP Plant in accordance with condition 29 of the Planning Permission and the location of which is identified by pink colouring on plan number AP-0019 attached to the First Schedule to this Agreement

4.1.2 subject to paragraph 4.1.1 above the Developer will procure at no cost to the PCT or the Council the installation of the CHP Plant in the location referred to at paragraph 4.1.1 above to make available communal heating and power to each of the Greenwich Centre, the Affordable Housing Units and the Private Residential Units

5. Provision of a Management Company and Representative Body

5.1 The Developer covenants with the Council not later than the First Occupation Date to form a management company, being a permanent body established to oversee and manage the Land, including the maintenance of infrastructure and community development:

5.1.1 which shall include among its objectives and powers the management (with a view to fulfilling the different obligations of the various occupiers and users) of the Land; and

5.1.2 whose board shall include at least one resident representative, a Registered Social Landlord representative, a Developer representative, an HCA representative and a Council representative

ANNEX L – APPENDIX A

CODE OF PRACTICE

Principles

Considerate

All work must be carried out safely and with consideration for the people who live and work nearby, the travelling public, visitors to the area and the workers on the site. Special consideration must be given to the needs of people with sight, hearing or mobility difficulties, including those in wheelchairs or pushing prams.

Clean, Tidy and Safe

The footpaths and roads adjacent to the Site, including features such as hoardings, scaffolding, warning lights and signs must be kept clean, tidy and safe. Frequent checks must be made by the Developer's contractors to ensure these standards are kept. Safe public access must be maintained at all times. The burning of waste will not be allowed. Dust must be kept to a minimum. All plant and machinery must be maintained in safe working order. Materials must be stored safely on the Site.

Quiet

Noise from the Site from any source must be kept to a minimum. Outside of agreed working hours there must be no construction noise audible at the boundary of the site unless prior agreement has been reached with the Council.

Responsible

The Developer's contractors have the overall responsibility for ensuring that all trade contractors their employees, sub-contractors, suppliers and others working on or near the site comply with the Code of Good practice. A contact board must be displayed outside of the site displaying names and telephone numbers of staff who can respond to issues raised by residents, businesses and others. The information and complaints 'hot line' will be maintained for all the operational hours on Site.

Community Liaison Officer

The Developer will appoint a nominated liaison officer to receive comments/complaints from residents, public, officers and members in Greenwich and to liaise with contractors.

Detailed issues to be covered

Roads and Footpaths –

- * Temporary and permanent closures and diversions
- * Pedestrian Routes
- * Maintenance and repair of highway
- * Lorry Movements (haul routes)
- * Mud on roads/footpaths
- * Avoidance of fly-tipping (ticket system)

- * Street cleaning
- * Traffic control and safety
- * Lighting maintenance
- * Site access
- * Hoardings and protection to public highway boundaries
- * Security
- * Emergency access

Noise and hours of working --

- * Hours of working
- * Noise control
- * Vibration control

Dust and air pollution --

- * Dust
- * Special precautions for asbestos and hazardous waste
- * Air pollution

Disposal of contaminated materials -

- * Excavation materials
- * Demolition materials

Urban ecology --

- * Encroachment into wildlife areas
- * Protection of trees
- * Tree replacement

Protection of water courses --

- * Disposal of waste water and ground water
- * Protection of aquifers

FOURTH SCHEDULE
THE COUNCIL'S COVENANTS

1 Planning Permission

1.1 The Council covenants with the Developer:

- 1.1.1 to grant the Planning Permission on the date hereof.
- 1.1.2 to use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree.

2 Repayment of Contributions

2.1 The Council covenants with the Developer:

- 2.1.1 subject to paragraph 1.1.2 above the Council will pay to the Developer such amount of any payment made by the Developer to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by the Council of such payment together with interest accrued for the period from the date of payment to the date of refund within 28 days of the request of the same made by the Developer
- 2.1.2 to provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement

3 Discharge of Obligations

At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

4. Car Club

- 4.1 The Council covenants with the Developer to ensure that the Car Club is made available to employees and businesses in the vicinity of the Development and other residential occupiers living in the vicinity of the Development in the event that there is spare capacity to do so

FIFTH SCHEDULE

HCA'S COVENANT

1. Subject to paragraph 2 below HCA covenants with the Council that in respect of the covenants given by the Developer in this Agreement, in the event of a lease of a Phase referred to in Recital 1 either not having been granted to the Developer or having been granted being terminated or otherwise forfeited and such covenants remaining unperformed HCA shall not allow the further development of the Phase the subject matter of the lease pursuant to the Planning Permission without procuring a covenant direct from the new developer to the Council to comply with the Developer's obligations in place of the Developer and upon completion of a covenant from the new developer aforesaid and delivering a copy of the said covenant to the Council the Developer shall be released from its obligations under this Agreement in respect of the relevant Phase (save for liability in respect of any antecedent breach)
2. From the date when the relevant lease referred to in Recital 1 is terminated or otherwise forfeited or the agreement for lease terminated in respect of that Phase without the lease having been granted as aforesaid until such time as the new developer is notified to and has covenanted to the Council as aforesaid HCA shall be deemed to be the Developer in this Agreement in relation to the obligations for that Phase only and shall comply with the obligations on the part of the Developer in this Agreement
3. The liability of HCA under paragraphs 1 and 2 above:
 - a. Shall relate only to those covenants that have been triggered due to the stage the Development has reached as at the date HCA has given notice in writing to the Council that the relevant (or any subsequent) lease referred to in Recital 1 has been terminated or otherwise forfeited or the agreement for lease terminated in respect of that Phase without the lease having been granted insofar as they have not been fully complied with and to any covenants that are triggered subsequently as a result of the failure by HCA to prevent the further development of the Land pursuant to paragraph 1 and
 - b. Shall cease immediately on completion of the covenant from the new developer to the Council and delivery of a copy of the covenant to the Council as referred to under paragraph 1
4. HCA covenants with the Council that where the Developer has already submitted to the Council for approval site-wide details strategies or programmes pursuant to the Developer's obligations contained in the Third Schedule to this Agreement (whether the Developer has a lease of all or part of the Land at the time), and the Council has already agreed in writing the said details strategies or programmes, HCA shall require in any lease or leases of part of the Land (excepting those granted to the Developer) that the new developer or developers shall enter into a covenant direct with the Council to comply with the said details strategies or programmes already agreed with the Council AND IT IS hereby acknowledged by the parties to this Agreement that the new developer or HCA may put to the Council suggested variations and/or amendments to the details strategies or programmes subject to approval by the Council acting reasonably and without delay
5. HCA covenants with the Council that not less than 21 days prior to granting a lease of any part of the Land it shall request from the Council the agreed details strategies and programmes that are referred to in paragraph 4 and provide the same to the lessee once received from the Council

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

THE COMMON SEAL OF

HOMES AND COMMUNITIES AGENCY

was hereunto affixed in the presence of;

Authorised Signatory

EXECUTED AS A DEED BY FIRST BASE

(EAST GREENWICH RESIDENTIAL) LAND LIMITED

acting by:

Director

Director/Secretary

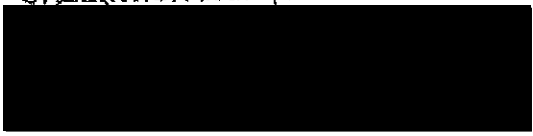
THE CORPORATE COMMON SEAL OF

GREENWICH TEACHING PRIMARY

CARE TRUST was affixed in the presence of;

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED BY AFFIXING THE)
COMMON SEAL OF THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH OF)
GREENWICH in the presence of:)


APPENDIX 3

Agreed Mix

Affordable Housing Rental Units

1. The Agreed Mix for the provision of Affordable Housing Rental Units within the proposed development shall be as follows:

UNIT TYPE	NO. UNITS
1-bed	59
2-bed	58
3-bed	45
4-bed	8
Total	170

Intermediate Housing Units

1. The Agreed Mix for the provision of Intermediate Housing Units within the proposed development shall be as follows:

UNIT TYPE	NO. UNITS
1-bed	68
2-bed	54
3-bed	22
4-bed	
Total	144

APPENDIX 4

List of Registered Providers

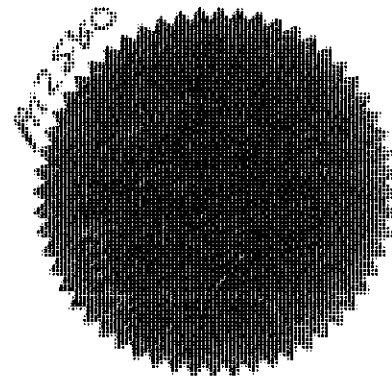
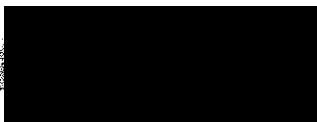
1. Asra Housing Association, 1 Long Lane, London SE1 4PE
2. Gallion Housing Association, Heather Court, 6 Maidstone Road, Sidcup, Kent DA14 5HH
3. Hexagon Housing Association, 139 -151 Sydenham Road, London SE26 5HJ
4. Housing for Women, Blue Star House, 234-240 Stockwell Road, London SW9 9SP
5. Hyde Housing Association, 181 Lewisham High Street, Lewisham London SE13 6AA
6. Family Mosaic Housing Association, Albion House, 20 Queen Elizabeth Street, London SE1 2RJ
7. London and Quadrant Housing Trust, Osborn House, Osborn Terrace, Lee, London SE3 9DR
8. Moat Housing Group Limited, Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE
9. Southern Housing Group, Fleet House, 59-61 Clerkenwell Road, London EC1M 5LA

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

**THE COMMON SEAL OF THE
HOMES AND COMMUNITIES AGENCY**
was hereto affixed in the presence of:-

)
)
)

Authorised Signatory

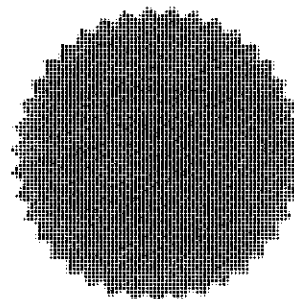
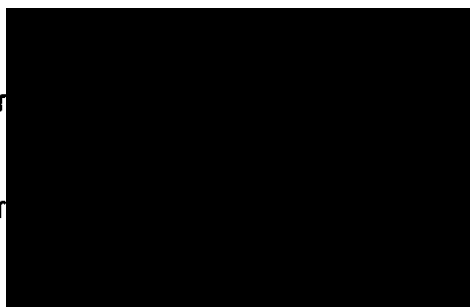


**THE CORPORATE SEAL OF THE
GREENWICH TEACHING PRIMARY
CARE TRUST** was affixed
in the presence of:-

)
)
)
)


Authorised Signatory

Authorised Signatory



**EXECUTED AS A DEED AS THE
COMMON SEAL OF
THE ROYAL BOROUGH OF
GREENWICH** was affixed in the presence of:-

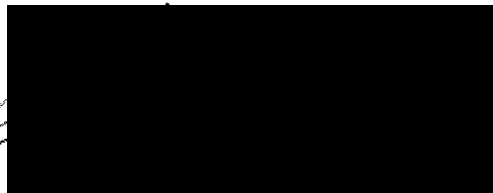
)
)
)
)


Principal Lawyer

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

EXECUTED AS A DEED BY
MACE DEVELOPMENTS (GREENWICH) LIMITED
acting by:

Director
Director/Secretary



Executed as a deed by GLA LAND
AND PROPERTY LIMITED acting by
a director in the presence of a witness

Director signature

Director name
Simon Powell

Witness signature

Witness name:

Witness address:

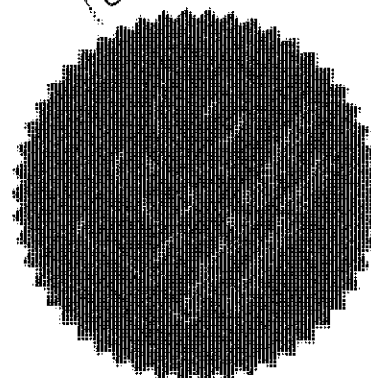
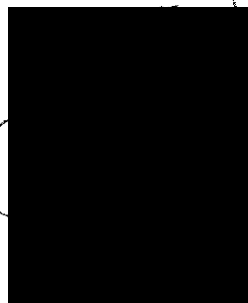
169 Union Street
London
SE1 0LL

~~THE COMMON SEAL OF~~
~~GLA LAND AND PROPERTY LIMITED~~
~~was hereunto affixed in the presence of:~~
~~Authorised Signatory~~

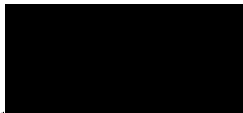
EXECUTED AS A DEED BY AFFIXING THE
COMMON SEAL OF LONDON &
QUADRANT HOUSING TRUST
in the presence of:

Authorised Signatory:

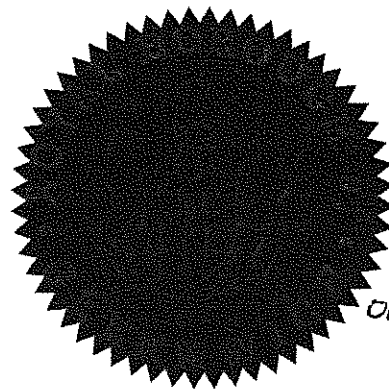
Authorised Signatory:



EXECUTED AS A DEED BY AFFIXING THE)
COMMON SEAL OF THE ROYAL)
BOROUGH OF GREENWICH in the presence of:)



Authorised Signatory



0007417