

Lease for the construction and sale of dwellings and other buildings upon land at Cane Hill, Coulsdon

Dated 11 June 2015

GLA Land and Property Limited
(GLA)

BDW Trading Limited
(Developer)

Barratt Developments Plc
(Surety)

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Lease

LR1. Date of lease 11 June 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SGL610743.

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

GLA Land and Property Limited (GLA) (registered in England with Company Registration Number 07911046) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL

Tenant

BDW Trading Limited (the Tenant) (registered in England with Company Registration Number 03018173) whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF

Other parties

Barratt Developments Plc (the Surety) (registered in England with number 00604574) whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The land demised by this lease is known as the former Cane Hill Hospital Site, Coulsdon, defined as the **Land** in Clause 1 and more fully described in that definition.

LR5. Prescribed statements etc.

None.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

[Leasehold Reform Act 1967]

[Housing Act 1985]

[Housing Act 1988]

[Housing Act 1996]

LR6. Term for which the Property is leased

The term as specified in this lease at Clause 3.1.

LR7. Premium

£65,481,600 (Sixty Five Million Four Hundred and Eighty One Thousand Six Hundred Pounds plus VAT of £13,096,320 (Thirteen Million Ninety Six Thousand Three Hundred and Twenty Pounds subject to any adjustment in accordance with Part 4 of Schedule 8 of this Lease

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See Schedule 1 Part 2.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form restriction against the title of the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of **GLA Land and Property Limited (GLA)** (registered in England with Company Registration Number 07911046) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (Form N)".

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

PARTICULARS

ESTATE NAME:	Cane Hill, Coulsdon
NUMBER OF DWELLINGS:	675
NUMBER OF NON-RESIDENTIAL UNITS:	2
PRICE:	£65,481,600 (Sixty Five Million Four Hundred and Eighty One Thousand Six Hundred Pounds exclusive of VAT subject to any adjustment in accordance with Part 4 of Schedule 8 of this Lease
DEVELOPMENT END DATE:	12 years from the date of this Lease
PAYMENT END DATE:	12 years from the date of this Lease
SITE ACCESS:	The access road identified as the Site Access road by the planning permission requirements and health and safety executive requirements and such additional access roads as may from time to time be reasonably specified by GLA
DEVELOPER'S SUBMISSION:	The proposals submitted by the Developer in response to the Development Brief (including any subsequent variation or addition thereto agreed by GLA)
MINIMUM STIPULATED RATING	Very good
CODE LEVEL:	4

LEASE

Dated 11 June 2015

Between

- (1) **GLA Land and Property Limited (GLA)** (referred to in Clause LR3 as the Landlord) (registered in England with Company Registration Number 07911046) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL
- (2) **BDW Trading Limited (the Developer)** (referred to in Clause LR3 as the Tenant) (Company Registration Number 03018173) whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF; and
- (3) **Barratt Developments Plc (the Surety)** (referred to in Clause LR3 as the Surety) (Company Registration Number 00604574) whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF.

It is agreed:

1. DEFINITIONS

In this Lease the following definitions apply:

Acceleration Date means the twenty eighth day after service of written notice invoking the Acceleration Date by GLA on the Developer following:

- (a) the service of a Breach Termination Notice under Clause 15 specifying a material breach by the Developer of the terms of this Lease; or
- (b) entry by the Developer into liquidation (other than for amalgamation or reconstruction where the Developer is solvent).

Adoptable Services means all Services which are intended to become adopted or maintainable at the public expense or by any public or statutory authority.

Affordable Flat means any Flat which is to be disposed of by the Association under a Shared Ownership Lease or Tenancy Agreement (or on such other affordable terms as otherwise permitted by GLA).

Affordable Leasehold Building means, a building comprising entirely Affordable Flats (including any land forming the curtilage of the building) the freehold of which is to be disposed by the Developer to the Association.

Affordable Dwelling means a Dwelling, the freehold interest in which is to be disposed of as part of an Affordable Phase pursuant to a Golden Brick Transfer.

Affordable Phase means an area of land including Affordable Dwellings and/or an Affordable Leasehold Building at Golden Brick and relevant car parking spaces and open space/communal land in respect of which a Golden Brick Transfer may be called for by way of a Golden Brick Notice and in accordance with Schedule 4.

Agreement for Lease means the agreement dated 16th July 2012 made between GLA (1) and the Developer (2) and the Surety (3) under which this Lease has been granted.

Agreement for Lease Completion Date means the date of this Lease.

Appropriate Provider means a provider acceptable to GLA (acting reasonably) and being a UK Clearing Bank, insurance company or financial institution with a branch in the UK having a long term credit rating of no less than A with Standard and Poors as assessed at the date of the relevant Bond

Approved Document Part E means the Approved Document Part E of the Building Regulations from time to time in force.

Approved Plans means the drawings, layout plan, the landscaping layout and scheme, the house types and building specifications, programme of works and any other plans and specifications relating to the Development which have been approved by GLA and signed on behalf of GLA and the Developer under the Agreement for Lease (with such amendments as may be approved in writing by GLA from time to time).

Association means Hyde Housing Association (a community benefit society with registered number 18195R) with respect to the first 32 Affordable Dwellings or (with respect to the first 32 Affordable Dwellings and/or any other Affordable Dwellings) such other independent housing organisation registered with the Tenant Services Authority established by Section 81 of the Housing and Regeneration Act 2008 as a registered provider of social housing and approved by GLA (such approval not to be unreasonably withheld).

Bond means a bond to be procured by the Developer from an Appropriate Provider in the form set out at Annex 3 subject to any reasonable required amendment by the Appropriate Provider and agreed by GLA (acting reasonably).

Breach Termination Notice means a written notice served by GLA on the Developer (copied to the Permitted Chargee) as described in Clause 15.1 (b) referring to that clause and stating that failure to respond within 10 Working Days could lead to the termination of this Lease.

BREEAM Initial Certificate means (in respect of each Non-Residential Unit) an assessment certificate issued by a company sanctioned by the Building Research Establishment in respect of each Non-Residential Unit to be erected on the Land pursuant to the Lease confirming:-

- (a) that the design of each such Non-Residential Unit is capable of achieving the requirements of the Building Research Establishment Environmental Assessment Method (BREEAM) minimum stipulated standard of assessment of "Very Good"; and
- (b) that no Category D or E Specifications have been (or will be) used

BREEAM Final Certificate means a post-construction assessment certificate issued by a company sanctioned by the Building Research Establishment in respect of a Non-Residential Unit confirming that such Non-Residential Unit has been constructed so as to achieve the Minimum Stipulated Rating and confirming that no Category D or E Specifications have been used or affect the Non-Residential Unit in question.

Building for Life Award means the award by the Building for Life Scheme of a Building for Life Silver Standard for the Development or any replacement scheme which would impose equivalent quality standards.

Category D or E Specification means any specification or process rated as Category D or E respectively within the Green Guide.

CIBSE means Chartered Institute of Building Services Engineers.

CML Disclosure of Incentives Form means the Disclosure of Incentives Form prepared by the Developer in respect of a sale of a Dwelling in the form available from the CML website <http://www.cml.org.uk/handbook>.

Code means the Government's Code for Sustainable Homes as is current at the date of the Developer's Submission.

Code Assessment means an assessment by a Code Assessor that a Dwelling complies with the Code Level

Code Assessor means an assessor sanctioned by the Building Research Establishment to issue a Code Final Certificate.

Code Final Certificate means an assessment certificate (or such other certificate as may replace or supersede them) of post-construction compliance with the Code issued by the Code Assessor in respect of a Dwelling confirming that such Dwelling has been constructed so as to achieve not less than the Code Level and (if appropriate) to issue a Lifetime Homes Statement and/or monitor the Minimum Qualified Sound Requirements as referred to in this Lease and who may be appointed pursuant to the Compliance Inspector Appointment.

Code Level means the minimum rating to be achieved under the Code as defined in the Particulars of this Lease.

Commencement Date means the date on which the Developer first commences the Development (the term "Development" excluding in this context the works referred to at paragraph 2.1, 4.3 and 5.1 of Schedule 2).

Common Areas means:

- (a) those parts of the Land not included in any Unit;
- (b) those Highways and Common Services not intended to be adopted and maintainable at public expense;
- (c) Open Space Land

and which it is intended shall be transferred to the Management Company as shown on the Approved Plans.

Common Services means Services which are not to be adopted as maintainable at public expense.

Compliance Certificate means in relation to a Unit a certificate given by the Compliance Inspector certifying that:

- (a) the Unit has been erected in accordance with the Approved Plans
- (b) that practical completion has been certified by the NHBC or such other body approved under the CML
- (c) either the Unit has been erected so as to achieve the Quality Standards or the Unit has been erected so as to achieve not less than the minimum performance points required for the particular Unit in question to enable the Developer to achieve the Quality Standards for the Unit in due course
- (d) that the Highways sewers drains and other services ancillary to and reasonably necessary for the proper enjoyment of the Unit have been completed commissioned and are ready for use by the Unit or occupiers thereof.

Compliance Inspector means a suitably qualified person appointed by the Developer from time to time with the approval of GLA who is/are qualified to certify matters required to be certified in the Compliance Certificate and who may also act as Code Assessor pursuant to this Lease.

Compliance Inspector Appointment means the appointment by the Developer of the Compliance Inspector dated the date of this Lease to issue the Compliance Certificate.

Considerate Constructors Scheme means the Code of Considerate Practice promoted by the construction industry last published prior to the date of this Lease a copy of which is annexed.

Council means London Borough of Croydon Council.

Deleterious Materials means any materials or substances which:

- (a) are not in accordance with the report entitled "Good Practice in the Selection of Construction Materials" (published under the auspices of the steering group representing the British Council for Offices and the British Property Federation and prepared by Ove Arup at the date of this Lease and/or the relevant British and/or European Standards and/or codes of practice or which are generally known within the construction industry at the time of specification or use to be deleterious to the durability and/or to the health and safety of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstance in which they are specified to be used; or
- (b) are (or fall within) a Category D or E Specification.

Developed Land means each and every part of the Land on which the Developer has from time to time constructed a Unit to at least foundation level (excluding floor slab) together with the curtilage and Common Areas associated with all such Units and all appurtenant roads sewers services and other facilities and infrastructure serving or benefitting or intended to serve or benefit the same.

Developer includes every person who is a successor in title under this Lease.

Developer's Architect means a suitably qualified person previously approved by GLA (such approval not to be unreasonably withheld or delayed).

Developer's Solicitors means Osborne Clarke of 2 Temple Back East, Temple Quay, Bristol, BS1 6EG reference Michelle McGurl

Developer's Submission means the proposals submitted by the Developer in response to the Development Brief (including any subsequent variation or addition thereto agreed by GLA).

Development means the erection and completion on the Land of all buildings, erections, structures, Highways, drainage, landscaping, infrastructure and other works in accordance with the Planning Permission and the Approved Plans, including site preparation and the demolition of any existing buildings to provide for the erection of the Number of Units specified in the Particulars.

Development Brief means the Additional Information Document as incorporated into section 2 of the Invitation to Tender dated 14 October 2011.

Development End Date means the twelfth anniversary of the date of this Lease

Development Strategies means the individual development strategies prepared by the Developer with the approval of GLA and annexed to this Lease at Annex 2.

1. Overheating
2. Health & Safety
3. Waste
4. Community Engagement
5. Long Term Stewardship

Development Strategies Inspector means a suitably qualified person appointed by the Developer from time to time with the prior approval of GLA to monitor the implementation of the Development Strategies by the Developer in accordance with the requirements placed upon and the obligations of the Developer under this Lease and produce Development Strategy Reports in accordance with the requirements of this Lease.

Development Strategies Inspector Appointment means the appointment by the Developer of the Development Strategies Inspector dated the date of this Lease to carry out the provision of the Strategy Reports and Further Reports and the other services to be provided by the Development Strategies Inspector required by this Lease.

Dispute shall mean and include any difference or dispute between GLA and the Developer arising out of or in connection with this Lease which GLA and the Developer have been unable to resolve between them prior to referring the matter for resolution in accordance with the provisions of Clause 19 and shall include any question as to the validity or interpretation of this Lease and any dispute arising before or after Termination of this Lease.

Dwelling means any house, bungalow, flat, maisonette or other single unit of residential accommodation constructed on the Land together with any land forming its curtilage and any other appurtenant structures.

Easement Area means the area coloured blue on the Easement Plan

Easement Plan means the plan attached to this Build Lease and labelled as such.

EIR means the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

EIR Exception means any applicable exemption to EIR.

Employment and Skills Plan means the employment and skills plan for the Development produced by the Developer with the approval of GLA incorporating GLA's Minimum Benchmarks, the Method Statement and the Developer's Employment Commitments annexed to this Lease at Schedule 10

Employment Commitments means the employment and skills opportunities to be offered by the Developer during the course of the Development in satisfaction of the commitments made in the Employment and Skills Plan.

Enactment means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law and any notice, order, direction or requirement given or made pursuant to any of them for the time being in force.

Energy Performance Certificate means a certificate issued under the 2007 Regulations.

Environment means all or any of the following media, alone or in combination: the air (including the air within buildings and the air within any other natural or man-made structures above or below ground), water (including water under or within land or in pipes or sewerage systems), soil, land and any ecological systems and living organisms supported by those media and buildings.

Environmental Law means all European Community, national and local statutes, and the common law, from time to time in force concerning:

- (a) pollution of, damage to or protection of the Environment or health and safety and/or the provision of remedies in respect of or compensation for damage or harm to the Environment or to health and safety and/or

- (b) emissions, discharges, releases or escapes into the Environment or the presence in the Environment of Hazardous Substances or the production, processing, management, treatment, storage, transport, handling or disposal of Hazardous Substances

and any bylaws, regulations or subordinate legislation, judgments, decisions, notices, orders, circulars, codes of practice and permits from time to time issued or made thereunder having force of law.

Estate Layout Plan means a plan showing the layout and boundaries of the buildings to be comprised in the Development which shall be in accordance with the Planning Permission and the Approved Plans and the boundaries of the Land such plan being suitable for lodging as an estate plan at the Land Registry.

Estate Management Scheme means the scheme to secure the long-term stewardship and maintenance by the Management Company of the Common Areas and the Open Space Land within the Development to address wider community responsibility and environmental objectives within the Development and as set out in the Long Term Management Strategy included within the Development Strategies.

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.

Existing Buildings means any existing building together with its curtilage on the Land not previously demolished at the date of this Lease and known as the Administration Building, The Chapel, The Water Tower, North Lodge and South Lodge as shown for identification purposes only edged blue on the Plan

Final Completion Certificate means a certificate issued by GLA under Clause 6.

Flat means a single unit of residential accommodation (whether or not on the same floor) constructed on the Land which:

- (a) forms a part only of a building; and
- (b) is divided horizontally from some other part of that building.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

FOIA Exemption means any applicable exemption to FOIA.

Freehold Unit means any Dwelling which is not an Affordable Dwelling the freehold interest in which is to be disposed of by the Developer to a Purchaser.

Further Matters shall have the meaning set out in the definition of Strategy Report.

GLA includes the person who is from time to time entitled to the reversion immediately expectant on the determination of this Lease.

GLA's Minimum Benchmarks has the same meaning given to it in the Agreement for Lease.

GLA's Representative means Marvin Mileham, Area Manager South Investments and Operations or such other individual as GLA may notify to the Developer from time to time.

GLA's Solicitors means Dentons Solicitors of One Fleet Place, London, EC4M 7WS [Ref Gillian Goldsworthy].

Golden Brick means two brick courses above foundation level for each Affordable Unit or in the case of an Affordable Leasehold Building when the Affordable Leasehold Building has achieved two brick courses above foundation level for that building.

Golden Brick Agreement means an agreement to be entered into between the Developer (1) and the Association (2) in the form annexed at Schedule 11 with respect to the first 32 Affordable Dwellings and thereafter in substantially the same form or such other form as agreed between the parties acting reasonably.

Golden Brick Notice means a written notice by the Developer to GLA (a) specifying by reference to a plan to be annexed to such notice the area of the Affordable Phase to which the notice relates to and (b) certifying that the Association has confirmed that all the Dwellings within the Affordable Phase to which the notice relates have achieved Golden Brick.

Green Guide means the British Research Establishment "The Green Guide for Housing Specification" current at the date of the Developer's Submission.

Hazardous Substances means any wastes, pollutants, contaminants and any other natural or artificial substance, including, for the avoidance of doubt, radioactive material (in each case whether in the form of a solid, liquid, gas or vapour, and whether alone or in combination) which is capable of causing harm or damage to the Environment or to the health and safety of persons.

Highways means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works.

Information

- (a) in relation to FOIA has the meaning given under section 84 of the FOIA; and
- (b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR.

Insolvency means in relation to the Developer:

- (a) the appointment of:
 - (i) an administrator; or
 - (ii) a receiver and/or manager to this Lease by a Permitted Chargee; or
 - (iii) a liquidator (whether compulsorily or voluntarily except for the purpose of a solvent reconstruction);
 - (b) the Permitted Chargee taking possession as mortgagee;
- (and **Insolvent** shall be construed accordingly).

Insolvency Termination Notice means a written notice served by GLA on the Developer as described in Clause 15.1(a) copied to the Permitted Chargee referring to that clause and stating that failure to respond within 10 Working Days could lead to the termination of this Lease.

Interest means interest at the rate of four per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other UK clearing bank as GLA may designate from time to time by giving notice to the Developer) both before and after any

judgment, calculated on a daily basis from the date on which the payment is due under this Lease to the date on which such payment is made.

Interim Completion Certificate means a certificate issued by GLA under Clause 5.

IP means any of a liquidator or administrator appointed to the Developer, or a receiver and/or manager appointed to the Lease of whom GLA has written notice.

Land means all that land situate at the former Cane Hill Hospital Site, Coulsdon which is edged red on the annexed plan and comprised within part of title number SGL610743 (and references to "Land" shall include any part or parts of it).

Landscape Works Specification means as detailed and in accordance with the Approved Plans.

Legal Charge means the form of charge attached to this Lease with any amendment agreed by the parties (acting reasonably)

Lease means this Lease and any document supplemental to it or entered into pursuant to its terms.

Leasehold Building means a building comprising Sale Flats and Affordable Flats (including any Non-Residential Units) and any land forming the curtilage of the building).

Lifetime Homes Statement means a statement issued by a suitably qualified person endorsed either by the Habinteg Housing Association or the Joseph Rowntree Foundation who may be the Compliance Inspector if so qualified confirming that all 16 Lifetime Homes standards have been achieved.

Local Planning Authority means the Council or such other authority, as shall from time to time have authority to deal with town and country planning matters.

Low Cost Rental Accommodation means as defined in Section 69 of the Housing and Regeneration Act 2008.

Management Company means a properly constituted management company or companies from time to time nominated by the Developer and approved by GLA to deal with the Estate Management Scheme.

Mandatory Sustainability Standards means the standards of sustainability which the Development is required to achieve and which are to comply with:

- (a) the Code Level in relation to Dwellings in so far as required to comply with the Planning Permission;
- (b) the BREEAM Initial Certificate in relation to the Non-Residential Units; and
- (c) the quality standards as set out in the Development Brief

Method Statement means the method statement produced by the Developer for the Development which sets out in detail how the Developer will implement the Employment and Skills Plan.

MIFA means the minimum internal floor area (gross) in square metres of each Dwelling measured in accordance with the Code of Measuring Practice (Sixth Edition) published by The Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers.

Minimum Space Requirements means:-

All developments should meet the following minimum space standards.

	Dwelling type (bedroom/ persons)	Essential GIA (sq.m)
Single storey dwelling	1+2p	50
	2+3p	51
	2+4p	70
	3+4p	71
	3+5p	86
	3+6p	95
	4+6p	99
Two storey dwelling	2+4p	69
	3+4p	87
	3+5p	96
	4+5p	100
Three storey dwelling	3+5p	102
	4+5p	106
	4+6p	113

For dwellings designed for more than 6 people, at least 10 sq m gross internal area should be added for each additional person.

Minimum Sound Insulation Requirements means in respect of Dwellings:

- (a) airborne sound insulation values at least 5dB higher than that required in the Approved Document Part E; and
- (b) impact sound insulation values at least 5dB lower than the performance standards set out in the Approved Document Part E.

New Lease has the meaning set out in Clause 18.1.

Non-Residential Unit means any buildings and structures erected on or refurbished on the Land that are not Dwellings including but not limited to shops, offices and community facilities and their immediate cartilage and any garages, parking spaces, private spaces, private drives or forecourts relating to such buildings/structures including the Existing Buildings. For the avoidance of doubt the Existing Buildings are not to be included as non-residential units for the purposes of calculating the overage set out at Part 2 of Schedule 8 other than as specified in part 3 of Schedule 8 .

Open Space Land means that part of the Land being the open spaces, play areas, amenity areas and landscaping areas identified as such in the Approved Drawings for general public use.

Overheating Standards means in respect of Dwellings CIBSE design criteria for overheating – CIBSE TM 52 Comfort Analysis

Particulars means the details appearing in the page of this Lease so headed.

Party means a party to this Lease and **Parties** means more than one Party.

Permitted Chargee means any mortgagee of this Lease and/or holder of a floating charge over all or substantially all of the Developer's business and assets approved by GLA pursuant to Clause 13.7 and of whom GLA has written notice.

Perpetuity Period means the period of eighty years from the date of this Lease.

Planning Acts means all Enactments relating to town and country planning.

Planning Agreement means any agreement and/or undertaking required by the Local Planning Authority to be entered into as a condition of the grant or implementation of any

planning consent, including any agreement pursuant to any one or more of Section 38 or Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972, Section 106 of the Act (as amended by the Planning and Compensation Act 1991) or Section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Land or any provision of similar intent and any variation, amendment or modification thereof including the Agreement dated 20 October 2014 between (1) London Borough of Croydon (2) GLA (3) the Developer and (4) Transport for London.

Planning Permission means the planning permission dated 21 October 2014 issued by The Council of the London Borough of Croydon under reference 13/02527/P and all reserved matters consents and any variations

Price means £65,481,600 (Sixty Five Million Four Hundred and Eighty One Thousand Six Hundred Pounds exclusive of VAT subject to any adjustment in accordance with Part 4 of Schedule 8 of this Lease.

Private Dwelling means any Dwelling which is not an Affordable Dwelling.

Purchaser means any person (including the Association) who shall take (or enter into a contract with the Developer to take) a transfer or lease (or any other disposal) of any Unit.

Quality and Design Standards means GLA's minimum quality and design standards for the Development as set out in the Development Brief.

Relevant Affordable Phase means the Affordable Phase which is the subject of the Golden Brick Notice.

Relocation Works means the relocation of the TfL Equipment.

Rental Unit means a Dwelling which is to be used as Low Cost Rental Accommodation).

Request for Information shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Land, this Lease or any activities or business of GLA.

Safer Parking Scheme Confirmation means written confirmation issued by the relevant local constabulary.

Sale Flat means a Flat in respect of which a long lease for a term of 125 years at a premium is to be disposed of by the Developer to a Purchaser.

Sale Report means a report by the Developer's solicitors in the form set out in Schedule 9 together (where the Purchaser acquired the Dwelling using mortgage funding) with a copy of the completed CML Disclosure of Incentives Form.

Section 104 Agreement means and agreement under Section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Land **Secured by Design Confirmation** means a certificate or written confirmation issued by the relevant local constabulary in which the Land is situated confirming accreditation by that local constabulary in accordance with ODPM Public Service Agreement 8 (current at the date of the Developer's Submission).

Senior Representative means any director or senior executive officer of GLA or the Developer.

Services means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or television signals or for the disposal of soil, foul water, rainwater or surface water.

Sewers Technical Approval means written approval by the competent water authority of the Developer's detailed proposals for adoptable foul and surface water sewers within the Development.

Shared Ownership Lease means a lease of a Shared Ownership Unit in accordance with "shared ownership arrangements" (as defined by Section 70(4) of the Housing and Regeneration Act 2008" in a form utilised by the Association for its Shared Ownership Leases from time to time.

Shared Ownership Unit means a Dwelling for which a Shared Ownership Lease is to be disposed of by the Association to a Purchaser.

Site Specific Obligations means those matters set out in Schedule 2 Part 2.

Strategy Report means a report to be given by the Development Strategy Inspector setting out the extent to which the Development Strategies have as at the date of the report been implemented and any further works or actions required (**Further Matters**) in order to implement them.

Suitable Substitute means a person, firm or company, approved by GLA (such approval not to be unreasonably withheld or delayed) with the technical ability, commercial expertise and adequate financial facilities to complete the Development on the terms contemplated by this Lease.

Tenancy Agreement means an agreement to let a Rental Unit at rent set at sub-market levels in a form utilised by the Association for its Low Cost Rental Accommodation from time to time.

Telecoms Leases means:

- (a) Lease dated 25 June 1981 and made between (1) The Secretary of State for Social Services and (2) The British Broadcasting Corporation;
- (b) Agreement dated 5 February 1998 and made between (1) The Secretary of State for Health and (2) Orange Personal Communications Services Limited;
- (c) Lease dated 5 February 1998 and made between (1) The Secretary of State for Health (2) Orange Personal Communications Services Limited and (3) John Allan Kent;
- (d) Lease dated 8 October 2002 and made between (1) The Secretary of State for Health and (2) O2; and
- (e) Lease dated 6 September 2005 and made between (1) The Secretary of State for Health and (2) Airwave O2 Limited.

Terminate the Lease means, in clause 15 the exercise by GLA of any of the rights set out in Clause 15.2; and Termination of this Lease shall be construed accordingly.

TFL Equipment means the TfL soakaways, Penstock chambers, interceptors and spillage containment tanks on the Land that serve the A23 and all pipe work associated with it

Timetable means the timetable for carrying out and completing the Development annexed to this Lease as may be amended from time to time in accordance with paragraph 7 of Part 1 of Schedule 2.

Title Matters means the matters contained or referred to in (or in the documents contained or referred to in) the entries on the register of the title(s) under which GLA holds the Land and the documents referred to in Schedule 14.

Transfer (Golden Brick) means a transfer of an Affordable Phase in a form to be agreed between the parties acting reasonably.

Transfer (Non-Residential Unit) means a transfer of a Non-Residential Unit in a form to be agreed between the parties (acting reasonably).

Transfer (Freehold Unit) means a transfer of a Freehold Unit in a form to be agreed between the parties acting reasonably.

Transfer (Leasehold Building) means a transfer of a Leasehold Building in a form to be agreed between the parties acting reasonably.

Undeveloped Land means any part of the Land which from time to time is not Developed Land.

Unit means any Dwelling or Non-Residential Unit.

VAT means value added tax charged under the Value Added Tax Act 1994 and shall include any interest, fine, penalty or surcharge in respect of value added tax charged.

Working Day means any day except Saturday, Sunday or any public holiday in England.

Yellow Land means the land forming part of the A23 which is coloured yellow on the Easement Plan for identification purposes only

2007 Regulations means the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (SI 2007/991).

2. INTERPRETATION

2.1 Terms specified in the Particulars shall have the meanings there given to them.

2.2 Where a Party includes two or more persons, the covenants made by that Party are made by those persons jointly and severally.

2.3 Words implying one gender include all other genders; words implying the singular include the plural and vice versa and words implying persons include any person or entity capable of being a legal person.

2.4 A covenant by the Developer not to do any act or thing includes a covenant not to permit or suffer such act or thing to be done.

2.5 Unless the context requires otherwise, references to persons include firms, companies and corporations and vice versa;

2.6 A reference to any Enactment includes all modifications, extensions, amendments and re-enactments of such statute in force for the time being and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under them or deriving validity from them.

2.7 Provisions are to be construed independently and, if any provision is void or wholly or partly unenforceable, then that provision, to the extent that it is unenforceable, shall be deemed not to form part of this Lease, but the validity and enforceability of the remainder of that provision or of the Lease shall not be affected.

- 2.8 A reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in this Lease.
- 2.9 Headings to clauses, schedules and paragraphs are for convenience only and do not affect the meaning of this Lease.
- 2.10 The words including and in particular shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words.
- 2.11 References to the completion of a transfer or other disposal mean the execution and delivery of the necessary documents, not their subsequent registration.
- 2.12 Any right or exception granted or excepted in favour of GLA or the Developer shall be deemed to be granted or excepted in addition in favour of any other person properly authorised by GLA or properly authorised by the Developer (respectively).
- 2.13 Where the consent or approval of GLA is required such consent or approval must be in writing and be signed by the Regional Director (or such other officer as shall have been notified in writing by GLA to the Developer as being the appropriate officer for such purposes).
- 2.14 Save where explicitly stated otherwise where any consent or approval of GLA is required acting reasonably such consent shall not to be unreasonably withheld or delayed.
- 2.15 By virtue of:
- (a) the Housing and Regeneration Act 2008;
 - (b) the Housing and Regeneration Act 2008 (Commencement No.1 and Transition Provision) Order 2008 (SI 2008 No. 2358 (c.103)) dated 2nd September 2008
 - (c) the Housing and Regeneration Act 2008 (Commencement No.2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No. c3068 (c.132)) dated 26th November 2008; and
 - (d) Homes and Communities Agency, Tenant 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.

- 2.16 The provisions in this Lease referring to the completion of the whole of the Development to the satisfaction of GLA shall be capable of being satisfied if the Developer elects not to commence construction of the Non-Residential Units or constructs Dwellings within the same Leasehold Building as Non-Residential Units.
- 2.17 Where this Lease refers to consent to be given by either party, such consent is not to be unreasonably withheld or delayed.

3. DEMISE AND PRICE

- 3.1 For the Price payable by the Developer to GLA (the payment details of which are set out in Clause 3.2) and any other sums payable under this Lease and the covenants on the part of the Developer contained in this Lease GLA HEREBY DEMISES to the Developer with limited title guarantee ALL the Land 1 TO HOLD the same unto the Developer from the date hereof for the term of ONE HUNDRED AND TWENTY FIVE

YEARS (determinable nevertheless as hereinafter mentioned) SUBJECT to all Title Matters and to all rights, easements, quasi-easements and privileges affecting the Land or any part thereof PAYING THEREFOR the yearly rent of ONE POUND (if demanded) on the anniversary of the date of this Lease.

3.2 The Developer shall pay to GLA the Price as follows:

- (a) the sum of £16,370,400 (Sixteen Million Three Hundred and Seventy Thousand Four Hundred pounds) (which is the sum payable on the Agreement for Lease Completion Date in accordance with the Agreement for Lease) on the date hereof (receipt of which GLA acknowledges);
- (b) on the fifth anniversary of the date of this Lease or such earlier date at the election of the Developer the sum of £49,111,200 (Forty Nine Million One Hundred and Eleven Thousand Two Hundred Pounds);
- (c) on the Acceleration Date the Price less any payments made under Clauses 3.2(a) and 3.2(b) by the Developer to GLA;
- (d) the Developer will pay the VAT on the Price in exchange for a VAT invoice addressed to the Developer no later than 20 July 2015.

and the provisions of Part 3 of Schedule 8 shall apply as appropriate. The Developer shall pay to GLA all overage payments due in accordance with Schedule 8.

4. DEVELOPER'S COVENANTS RELATING TO THE DEVELOPMENT

The Developer covenants with GLA to comply with the Developer's obligations contained in Schedule 2.

5. INTERIM COMPLETION CERTIFICATE

5.1 When the construction of any Unit has been practically completed the Developer will notify GLA and at the same time procure that the Compliance Inspector supplies a Compliance Certificate for that Unit then provided that:

- (a) GLA has received the Compliance Certificate and (acting reasonably) is satisfied as to the matters which are required to be certified in it or any matters disclosed by the Compliance Certificate;
- (b) the Developer has produced to GLA in respect of a Dwelling a Code Final Certificate in respect of such Dwelling which also confirms that no Category D or E Specifications (or such other equivalent specifications that may replace them or supersede them) have been used in or affect the Dwelling and (in the case of a Non-Residential Unit) a BREEAM Final Certificate achieving the Minimum Stipulated Rating which also confirms that no Category D or E Specifications have been used in or affect the Non-Residential Unit PROVIDED THAT if Government or any other policy changes render it not possible for the Developer or Compliance Inspector to obtain a Code Assessment from a Code Assessor to provide a Code Final Certificate, this will not constitute a breach of the Developer's obligations under this clause;
- (c) the Developer has produced to the GLA;
 - (i) a Secured by Design Confirmation for the Dwellings;
 - (ii) a BREEAM Initial Certificate in respect of each Non-Residential Unit to be erected on the Land; and
 - (iii) a Safer Parking Scheme Confirmation for Non Residential Units.

- (d) on or before practical completion of 50 per cent (by number of Units) to be constructed on the Development the Developer has:
 - (ii) entered into all requisite agreements with the highway authority pursuant to Section 278 of the Highways Act 1980 (as appropriate) in respect of or relating to the Development and procured any bond or guarantee required by the highway authority in connection with any such agreement;
 - (iii) entered into an agreement with the relevant water authority pursuant to Section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Development and procured any bond or guarantee required by such water authority in connection with such agreement;
- (e) GLA has approved the Estate Layout Plan (acting reasonably) and the Developer has lodged this at the Land Registry;
- (f) (in respect of a Dwelling) the Developer has produced to GLA a Lifetime Homes Statement for that Dwelling; and
- (g) on or before practical completion of the last 30 Dwellings to be constructed on the Development the Developer has completed the landscaping works in accordance with the Landscaping Works Specification.

then (subject to the provisions of Clause 5.2) GLA shall issue a certificate (**Interim Completion Certificate**) to that effect.

5.2 If at any time during construction of any Unit (or upon any inspection by GLA of such Unit) Category D or E Specifications are discovered to have been used (or affect the Unit) then the same shall forthwith be removed and replaced with non Category D or E Specifications and until such removal and replacement has occurred to the satisfaction of GLA GLA shall be entitled to withhold the issue of the Interim Completion Certificate relating to such Unit.

5.3 Except in relation to Units which have been the subject of a Golden Brick Notice, the Developer covenants with GLA:

- (a) not to send out any notice to a Purchaser requiring completion of the sale of a Unit unless and until the Interim Completion Certificate for that Unit has been issued by GLA;
- (b) not to permit any person to occupy any Unit nor to purport to complete the sale of any Unit until and unless GLA has (i) issued the Interim Completion Certificate for that Unit and (ii) released (or confirmed in writing the release of) the transfer to the relevant Purchaser or has issued the consent to lease (as appropriate) of the Unit;
- (c) that failure by the Developer to comply with any part of this Clause 5.3 shall entitle GLA to withhold the issue of all further Interim Completion Certificates in respect of the Development until the breach has been rectified to GLA's satisfaction.

5.4 The Developer shall procure that in any contract for the freehold sale of a Unit (other than a Unit that which been the subject of a Golden brick Notice) there shall be inserted into such contract (in a type size and character no less prominent than the remainder of the contract) the following wording:

"The Purchaser hereby acknowledges that the transfer of [*the Property*] (which is to be made by the GLA Land and Property Development Limited ("GLA")) will not be

released by GLA until satisfaction of the requirements set out in the building lease relating to the Development granted by GLA to the Developer and that the Purchaser has been advised to obtain (before it completes the purchase of the [Property] from the Developer) written confirmation from the solicitors acting for the Developer that GLA has released the said transfer"

- 5.5 In any contract for the sale of a leasehold Unit (other than a Unit which has been the subject of a Golden Brick Notice) there shall be inserted into such contract (in a type size and character no less prominent than the remainder of the contract) the following wording:

"The Purchaser hereby acknowledges that the grant of the lease of the [Property] may not take place until the GLA Land and Property Development Limited ("GLA") has confirmed, by means of the issue of a consent to dealing signed by GLA, satisfaction of the requirements set out in the building lease relating to the [Property] granted by GLA to the Developer and that the Purchaser has been advised to obtain (before it completes the purchase of the [Property] from the Developer) written confirmation from the solicitors acting for the Developer that GLA has issued such consent to dealing".

- 5.6 Without prejudice to the generality of Clause 21.2 it is agreed that the issue by GLA of an Interim Completion Certificate (or a Final Completion Certificate) is for GLA's own benefit and does not imply any warranty or representation in respect of any Unit or anything else upon or relating to the Development or the manner, nature or quality of construction or design, fitness for purpose or absence of defect of anything upon the Development nor that any particular standard has been achieved and GLA shall have no liability to any person in so issuing any such certificate.

6. FINAL COMPLETION CERTIFICATE

On achievement of the following by the Developer (subject to the provisions of clause 2.16):

- 6.1 completion of the whole of the Development to the satisfaction of GLA;
- 6.2 the disposal of all of the Dwellings to Purchasers and Non-Residential Units to tenants/Purchasers;
- 6.3 the delivery to GLA of written confirmation and such suitable evidence as GLA may reasonably require that the Employment Commitments have been achieved in respect of the Development;
- 6.4 compliance by the Developer with the terms of this Lease; and
- 6.5 payment by the Developer of GLA's proper and reasonable costs of issuing the Final Completion Certificate

GLA shall issue its certificate (confirming final completion of the Development) ("**Final Completion Certificate**").

7. TRANSFERS OF UNITS

The Developer and GLA covenant with each other to comply with their respective obligations contained in Schedules 3, 4, 5, 6 and 7.

8. TRANSFER OF COMMON AREAS

- 8.1 Each party covenants with the other to take such steps as are reasonably required to transfer the whole or any part of the Common Areas to the Management Company as part of the proper implementation of the Development and Estate Management

Strategy including joining in at the request of the other a transfer of the whole or any part of the Common Areas by GLA as landowner and by the Developer so as to surrender the Developer's interest in the land transferred.

- 8.2 The transfer shall be in such form as the parties agree (acting reasonably) and is reasonably necessary to comply with the relevant Planning Agreement and otherwise ensure proper implementation of the Development.

9. TRANSFER ETC OF COMMON SERVICES AND HIGHWAYS

- 9.1 Each party covenants with the other to take such steps as are reasonably required to enter into any leases, transfers, easements, licences, agreements or other document with any public or statutory authority in connection with any Open Space Land, Common Services or Highways or matters ancillary thereto as required by any Planning Agreement or otherwise as part of the proper implementation of the Development provided that to the extent GLA has to enter into such document and there are obligations or liabilities imposed on it then the Developer shall indemnify GLA in relation to such obligations and liabilities and against any costs GLA incurs in approving and entering into such document.

- 9.2 In relation to Clause 9.1 GLA's obligations shall be as landowner only and the Developer's obligations shall be as reasonably required both as Developer and to surrender the Developer's interest in the land transferred.

10. TRANSFER OF REMAINDER OF LAND

- 10.1 Following the issue of the Final Completion Certificate GLA shall transfer to the Developer and the Developer shall receive the remainder of the Land (if any) the freehold of which is still vested in GLA and which is not the subject of any other provision for transfer under this Lease. Provided that (whether or not a Final Completion Certificate has been issued) the GLA may by notice to the Developer:

- (a) require that the whole or part of such remainder land be transferred to the Management Company and/or highway or other competent authority as highway public open space or other amenity land; and/or
- (b) require that the whole or part such remainder land be transferred to the Developer

and the Developer shall co-operate in such transfer (which shall take place on the date stipulated in writing by GLA (following not less than 20 Working Days notice)) and shall execute the transfer either as transferee (where the transfer is to the Developer) or (where the transfer is to a third party) as tenant under this Lease (in order to consent to the transfer and agree to the surrender of that part of this Lease as comprises the land being transferred).

- 10.2 The transfer shall be in such form as the parties agree each acting reasonably.

11. GENERAL PROVISIONS RELATING TO TRANSFERS

Notwithstanding the completion of any transfer under this Lease, the provisions of this Lease shall remain in force in respect of anything remaining to be done by the Developer or GLA. In particular, such completion is not to be treated as an acknowledgment by GLA that all money due from the Developer to GLA in respect of the transfer has been paid or that the Developer has complied with any other obligations on its part.

12. DEVELOPER'S COVENANTS RELATING TO EMPLOYMENT

The Developer covenants with GLA to comply with the Developer's obligations relating to the implementation of the Employment and Skills Plan contained in Schedule 10.

13. DEVELOPER'S GENERAL COVENANTS

The Developer will:

- 13.1 pay (if demanded) the reserved rent on the days and in the manner aforesaid;
- 13.2 pay Interest on any sum of money payable to GLA by the Developer under this Lease which is not paid within 10 Working Days of when payment is due;
- 13.3 pay all rates, taxes, claims, assessments and outgoings whatsoever in respect of the Land (except in relation to any Unit which has been disposed of to a Purchaser or buyer/tenant or any imposed on GLA on any disposition of the reversionary interest) now or hereafter imposed or charged upon the owner or occupier;
- 13.4 indemnify and keep indemnified GLA from and against all claims, demands and liabilities howsoever arising from the use or occupation of the Land or its condition or any breach by the Developer of the provisions of this Lease or in respect of the design of the Development or any part thereof and the materials and workmanship used by the Developer in the Development or any part thereof and any inaccuracies in the plan or other description of any Unit used in any transfer;
- 13.5 not use the Land other than for the Development, provided that if the Development includes Non-Residential Units the total amount of Non-Residential Units and their use class type will be deemed to be limited to B1 Class - office / innovation total 5,000 sq metre net internal area and D1/D2 classes - leisure / other, A1, A3, A4 and/or C1 – total 2,000 sq metre net internal area
- 13.6 not assign (save as provided by Clauses 16 and 17), underlet, transfer, charge, share or part with possession of or grant any licence or interest in respect of the Land or any part thereof except as permitted otherwise in this Lease save that the Developer shall be permitted with the prior written consent of GLA (such consent not to be unreasonably withheld or delayed) to charge this Lease to a person, firm or company providing the finance for the acquisition of the Land and the construction of the Development;
- 13.7 within fourteen days after the date of every dealing charge or other devolution of this Lease to give notice thereof in writing to GLA and produce to it a certified copy of the instrument effecting the devolution and pay GLA's reasonable registration fee (being £30 plus VAT) (and in the case of a Permitted Chargee such notice shall contain an address for service within England and Wales for the chargee);
- 13.8 pay all proper expenses (including solicitors' costs and surveyor's fees) incurred by GLA of and incidental to and in connection with:
 - (a) the preparation and service of any notice under Section 146 of the Law of Property Act 1925 and any proceedings under Sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the Court; and
 - (b) any notices or consents required or given under this Lease;
- 13.9 on the receipt of any notice, order, direction or thing from any competent authority affecting or likely to affect the Land whether the same shall be served directly on the Developer or the original or a copy thereof be received from any other person whatsoever the Developer will:

- (a) so far as such notice, order, direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense; and
 - (b) forthwith deliver to GLA a copy of such notice, order, direction or other thing;
- 13.10 at the end or sooner determination of the term quietly to yield up the Land to GLA in accordance with the covenants on the part of the Developer contained in this Lease;
- 13.11 not do anything on the Land which may be or become a nuisance or annoyance or cause damage or inconvenience to GLA or to the owners or occupiers of any adjoining or neighbouring land or cause or give rise to the significant possibility of significant harm to the health of living organisms and other interference with the ecological systems of which they form part or cause pollution of ground or surface water provided that the proper implementation of the Development shall not be a breach of this obligation;
- 13.12 to comply with all Title Matters;
- 13.13 obtain at the Developer's cost and to make available to prospective Purchasers at the appropriate time and free of charge an Energy Performance Certificate;
- 13.14 use all reasonable endeavours to enforce expeditiously all rights and remedies which it may have against the Compliance Inspector and the Development Strategies Inspector and shall not without the prior written consent of GLA (which shall not be unreasonably withheld or delayed) discharge or release any of them from, nor restrict or diminish any of their obligations or liabilities relating to the Development provided that nothing in this clause shall prejudice or affect GLA's own remedies against the Compliance Inspector and/or the Development Strategies Inspector; and
- 13.15 in the event of a default by the Developer to execute any documents required under this Lease, the Developer hereby irrevocably and by way of security appoints GLA as its attorney and in its name and on its behalf and as its act and deed and in such manner as the attorney may think fit to sign execute seal deliver and do all deeds instruments acts and things which it is required to do under this Lease. The Developer covenants immediately on the request of GLA to ratify and confirm all deeds, instruments, acts and things signed, executed, sealed, delivered and done under that appointment.

14. GLA'S GENERAL COVENANTS

GLA:

- 14.1 covenants that, subject to the Developer observing and performing the several covenants and stipulations on the part of the Developer herein contained, the Developer shall peacefully hold and enjoy the Land during the term without any interruption by GLA or any person rightfully claiming under or in trust for it;
- 14.2 if requested by the Developer and at the Developer's expense (and provided that the Developer has provided any bond or guarantee required by the relevant authority), will enter into any of the agreements (excluding any guarantee or bond) referred to in paragraph 1.2 of Schedule 2 as landowner in so far as it is necessary to dedicate the land, sewer or other matter the subject of the agreement on terms approved by GLA (acting reasonably) and subject to the Developer entering into an indemnity (in a form reasonably required by GLA) indemnifying GLA against all liability for all costs, obligations and liabilities in connection or arising therefrom;
- 14.3 if requested by the Developer the GLA , will as landowner enter into any transfers, leases, easements, licences or other agreements with any public authority in connection with the Adoptable Services or any service media and any ancillary

apparatus on terms reasonably approved by GLA subject to the Developer indemnifying GLA in a form reasonably required by GLA against all liability for all costs, obligations and liabilities in connection or arising therefrom PROVIDED ALWAYS that this clause shall be subject to the transfers to be made to the Management Company the relevant authority or the Developer pursuant to Clauses 8, 9, 10.

15. FORFEITURE

15.1 GLA's Remedies on breach

(a) Insolvency event

If:

- (i) an administration order is made in relation to the Developer
- (ii) the Developer shall enter into liquidation (whether compulsorily or voluntarily except for the purposes of amalgamation or reconstruction of a solvent company);
- (iii) a receiver or manager is appointed by the Developer; or
- (iv) the Developer becomes Insolvent

then and in any such case GLA may serve an Insolvency Termination Notice. Following the service of any Insolvency Termination Notice the provisions of Clause 16 shall govern the respective rights of GLA, the Developer and the Permitted Chargee.

(b) Material Breach

If:

- (i) there shall be a material breach, non performance or non-observance of any of the provisions of this Lease on the part of the Developer to be performed or observed; and
- (ii) the Developer shall have failed to remedy the same within a reasonable period from service of a written notice by GLA to the Developer specifying the breach, non performance or non-observance

then GLA may serve a Breach Termination Notice. Following the service of any Breach Termination Notice the provisions of Clause 17 shall govern the respective rights of GLA, the Developer and the Permitted Chargee.

(c) Failure to Carry out Works

In addition to the provisions set out in Clauses 15.1 (a) and 15.1 (b) if:

- (i) GLA has served notice on the Developer and its Permitted Chargee (where relevant) of a failure to carry out or complete any works in accordance with this Lease; and
- (ii) the Developer has failed to carry out the same within a reasonable period thereafter

then GLA its agents employees contractors and licensees shall at any time thereafter be entitled to enter the Land and to carry out such works itself and the Developer shall forthwith upon demand reimburse the proper costs fees

and expenses incurred by GLA in connection therewith together with interest at the Prescribed Rate (such costs fees expenses and interest to be recovered by GLA as a debt);

15.2 Termination of the Lease

GLA may not re-enter and take possession of the Land or forfeit the Lease unless it has first:

- (a) served notice on the Developer (copied to the Permitted Chargee where there is one);
- (b) served an Insolvency Termination Notice or, as appropriate, a Breach Termination Notice; and
- (c) complied with the provisions of clauses 16 and 17.

15.3 If the Lease is Terminated:

- (a) to the extent that the beneficial ownership of copyright, design right and any other intellectual property right in any documents, reports, investigations and designs submitted and approved as part of the Planning Permission is vested in it, the Developer grants to GLA, any IP and the Permitted Chargee a royalty free, non exclusive and irrevocable licence to use and reproduce any and all of such documents and the designs contained in them in connection only with its ownership of the Development, any works carried out by the Developer and the Land and this licence shall be freely assignable to third parties and carry the right to grant sub-licences;
- (b) to the extent that the beneficial ownership of copyright, design right or any other intellectual property right in any documents referred to in Clause 15.3 (a) above is vested in any person other than the Developer including (without limitation) any of the Consultants or the Contractor or other contractor or supplier the Developer shall use its reasonable endeavours to procure that the beneficial owner grants to GLA non-exclusive and irrevocable licence to use and reproduce all and any of the documents and the designs contained in them, for any of the purposes and on the same terms as set out in Clause 15.3 (a).

16. GLA'S RIGHTS ON DEVELOPER'S INSOLVENCY

16.1 If within 40 Working Days after the service of an Insolvency Termination Notice either:

- (a) the IP; or
- (b) if the Permitted Chargee has taken possession as mortgagee, the Permitted Chargee;

has confirmed in writing to GLA that it:

- (i) proposes to complete the Development in accordance with the terms of this Lease; or
- (ii) proposes to seek a Suitable Substitute to complete the Development; or
- (iii) proposes not to complete the Development,

then the following provisions of this Clause 16 will apply.

- 16.2 The IP or Permitted Chargee (as appropriate) may indicate in a notice served under Clause 16.1 that it proposes to take the action specified in Clause 16.1(b)(i) pending Clause 16.1(b)(ii) above. If the IP or Permitted Chargee has given such an indication and taken the action in Clause 16.1(b)(i) within the requisite time scale it will be entitled within a period of 6 months from the date of service of the Insolvency Termination Notice to seek a Suitable Substitute to complete the Development and the provisions set out in Clause 16.4 (other than as to timescale where the provisions of this Clause 16.2 will apply instead) will apply in relation to any Suitable Substitute proposed.
- 16.3 Where the IP or Permitted Chargee (as appropriate) informs GLA in writing pursuant to Clause 16.1(b) (i) that it will complete the Development:
- (a) then the IP (acting in its capacity for and on behalf of the Developer and without any personal liability) and/or the Permitted Chargee (as the case may be) shall be bound by the terms of this Lease from the date of that notification;
 - (b) then in the case of a Permitted Chargee it shall take an assignment of this Lease within a further 20 Working Days after serving that notification; and
 - (c) subject to any arrangements for remedying any antecedent breaches by the Developer and/or extending the time periods to carry out works in this Lease to a reasonable period to permit completion of the Development as the IP or Permitted Chargee and GLA shall agree, acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19); and
 - (d) on any breach of the terms of this Lease by the IP or Permitted Chargee following that assignment GLA's rights to forfeit as set out in this Lease will apply but not the obligations set out in Clause 15.
- 16.4 Where the IP or Permitted Chargee indicates to GLA in writing pursuant to Clause 16.1(b)(ii) that it will seek a Suitable Substitute then within 6 months after serving that notification it must:
- (a) identify that Suitable Substitute;
 - (b) obtain GLA's approval to that Suitable Substitute (such approval not to be unreasonably withheld or delayed); and
 - (c) procure that the Suitable Substitute enters into an assignment of this Lease with new arrangements for remedying any antecedent breaches by the Developer and such extension of the time periods to carry out works in this Lease to permit the completion of the Development as the Suitable Substitute and GLA shall agree, acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19).
- 16.5 If:
- (a) the IP or Permitted Chargee fails to respond to an Insolvency Termination Notice within 40 Working Days of service; or
 - (b) their response indicates that they do not wish to complete the Development; or
 - (c) the Lease is not assigned within the timescale required by Clauses 16.3 or 16.4 (as the case may be);
- then GLA may on the earlier of:
- (d) the expiry of that 40 Working Day period; and

- (e) receipt of such response; and
- (f) on expiry of the period for assignment;

Terminate the Lease.

16.6 If GLA Terminates the Lease then:

- (a) it will have regard to its common law obligation to mitigate against its loss; and
- (b) unless the Lease is Terminated as a result of a breach of the Quality Standards, GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 18.

17. GLA'S RIGHTS FOLLOWING MATERIAL BREACH OF THIS LEASE

17.1 If within 40 Working Days after the service of a Breach Termination Notice the Permitted Chargee has confirmed in writing to GLA that it:

- (a) proposes to complete the Development in accordance with the terms of this Lease; or
- (b) proposes to seek a Suitable Substitute to complete the Development; or
- (c) proposes not to complete the Development.

then the provisions of this Clause 17 will apply.

17.2 Where the Permitted Chargee informs GLA pursuant to Clause 17.1 it proposes to either seek a Suitable Substitute or to complete the Development, then, within 6 calendar months of service of the Breach Termination Notice the Permitted Chargee must either:

- (a) where they have indicated an intention to seek a Suitable Substitute:
 - (i) identify that Suitable Substitute
 - (ii) obtain GLA's approval to that Suitable Substitute (such approval not to be unreasonably withheld or delayed); and
 - (iii) procure that the Suitable Substitute enters into an assignment of this Lease with such extension of the time periods for carrying out works as is reasonable to permit the completion of the Development and subject to any arrangements for remedying any antecedent breaches by the Developer as the Suitable Substitute and GLA shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19); or
- (b) where they have indicated an intention to complete the Development enter into an assignment of this Lease with such extension of the time periods for carrying out works as is reasonable to permit the completion of the Development and subject to any arrangements for remedying any antecedent breaches by the Developer as the IP or Permitted Chargee and GLA shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19).

17.3 Where the Permitted Chargee has responded within the period referred to in Clause 17.1 confirming it will seek either a Suitable Substitute or will complete the Development, GLA will not take any steps to Terminate the Lease for the reasons set

out in Clause 17.1 until after the expiry of the time periods permitted to allow for the assignment of this Lease set out in Clause 17.2.

- 17.4 Where the Permitted Chargee does not respond within the requisite period referred to in Clause 17.1 or has replied indicating it will not be taking any action GLA shall be entitled forthwith to Terminate the Lease.
- 17.5 If the Permitted Chargee fails to complete the assignment of the Lease directly or to a Suitable Substitute in accordance with Clause 17.2 then subject to Clauses 17.7, 17.8 and 18 (which shall survive save in the circumstances contemplated by Clause 17.7) GLA may, without prejudice to any right of action or remedy which may have accrued in respect of any antecedent breach by either party of this Lease, Terminate the Lease.
- 17.6 If GLA Terminates the Lease then:
- (a) it will have regard to its common law obligations to mitigate against its loss; and
 - (b) unless the Lease is Terminated as a result of a breach of the Quality Standards, GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 18.
- 17.7 If GLA shall Terminate the Lease as a result of a breach of the Quality Standards Clause 18 shall not apply.
- 17.8 Pending completion of any assignment and or actual Termination of this Lease pursuant to this Clause 17 the Developer shall remain liable for and shall continue to perform the provisions of this Lease unless GLA otherwise directs.

18. DEVELOPED AND UNDEVELOPED LAND

- 18.1 Where the circumstances in Clause 17 arise and permit the grant of such a New Lease and following service of a Termination Notice there has been no assignment of this Lease within the requisite time scale then within 20 Working Days after the forfeiture termination or repudiation of this Lease GLA will grant to the Developer (**"the Lessee"**) who will accept a lease (**"the New Lease"**) of the Developed Land on the same terms as the terms of this Lease (and the Commercial Conditions as defined in and set out in the Agreement for Lease shall apply to the grant of the New Lease) in so far as they are applicable to the Developed Land (including without limitation the provisions relating to payment of the Price and any overage applicable in each case to the Developed Land) with such changes as the parties acting reasonably shall agree having regard to the extent of the Developed Land and the necessary rights and easements to be granted and reserved to enable the Developed Land and the Undeveloped Land to be fully developed so as to be beneficially occupied and neither party will ransom the other when agreeing the extent of those rights.
- 18.2 The New Lease shall include (but not by way of limitation) such of the following provisions but only to the extent they are necessary and on terms which are reasonable in relation either to the development and ongoing use of the Developed Land or the development and ongoing use of the Undeveloped Land:
- (a) The right for the Lessee to enter upon the Undeveloped Land to complete all roads sewers services common parts open space or other matters which relate to affect or would be used by the owner or occupier for the time being of any part of the Developed Land (**"Service Infrastructure"**) both before during and after the completion of the Units on it;

- (b) The right for the Developed Land and each and every part of it to use the Service Infrastructure;
- (c) The obligation on GLA as freehold owner of the Undeveloped Land to join in any agreements or deeds for the adoption, dedication or transfer for the Service Infrastructure reasonably required by the Lessee;
- (d) Common obligations on both GLA and the Lessee to procure that on the sale or letting of all Units (whether on the Developed Land or Undeveloped Land) the management arrangements to any Common Services and areas designed by the Developer are imposed;
- (e) Where the Service Infrastructure benefits both the Developed Land and the Undeveloped Land, provisions for:
 - (i) the fair and reasonable contribution by the parties (by reference to the benefit of the Service Infrastructure to their respective interests in the Developed Land and the Undeveloped Land) to the proper and reasonable cost of the construction of Service Infrastructure; and
 - (ii) the payment of the contribution referred to above which where due from the Lessee to GLA shall be added to the Price and where due from GLA to the Lessee shall be paid from any sums GLA receives following any subsequent dealing with its estate or interest in the Undeveloped Land.

18.3 The transfer shall be amended to ensure that each Unit is granted all such rights and easements as it shall reasonably require over both the Developed Land and the Undeveloped Land.

18.4 The Developer will itself accept and take up the New Lease and will execute a counterpart of it.

19. DISPUTES

19.1 Any Dispute between GLA or the Developer arising out of or connected with any matter referred to in this Lease for which a dispute resolution procedure is expressly provided in other clauses of this Lease shall be resolved in accordance with the dispute resolution procedure so provided. Any other Disputes which may arise between GLA or the Developer shall be resolved in accordance with the procedures of this Clause 19.

19.2 Any Dispute which may arise shall first be referred to the Senior Representative of GLA and the Developer for resolution through negotiation. Either GLA or the Developer may at any time give 10 Working Days' notice to the other requiring that a Dispute be referred to the Senior Representatives of GLA and the Developer. Any such notice shall contain brief particulars of the Dispute which is to be so referred. The Senior Representatives will meet within 10 Working Days of the expiry of the notice, or within such shorter or longer period as may be agreed between GLA and the Developer and shall at their meeting negotiate in good faith in an attempt to resolve the Dispute. GLA and the Developer shall bear their own costs of referring a Dispute to Senior Representatives for resolution through negotiation.

19.3 If a Dispute is not resolved by Senior Representative, or if a Dispute has not been resolved within 20 Working Days after service of notice requiring that a Dispute be referred to Senior Representatives for resolution, either GLA or the Developer shall be entitled to implement the dispute resolution procedure as set out in the following sub-clauses:

- 19.3.1 Any dispute arising between GLA and the Developer over any calculation or valuation to be made under this Lease shall be referred to an expert to be agreed upon by the parties, or failing agreement, to an expert nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's determination of the calculation or valuation shall be conclusive and binding.
- 19.3.2 Insofar as the provisions of this Lease require the form and contents of any document to be entered into between any of the parties hereto to be settled and the settling or conditions of such form shall not be agreed then the same shall be settled by counsel of at least 7 years call and experienced in property matters willing to act and in default of agreement as to his appointment to be appointed by the President for the time being of the Law Society.
- 19.3.3 Any costs payable by reason of the provisions of this Clause 19 shall be borne initially in equal proportions by GLA and the Developer and thereafter as may be adjusted by the award or awards pursuant to the provisions thereof.

20. NOTICES

- 20.1 Any notice, decision, direction, approval, authority, permission or consent to be given by GLA under this Lease must be in writing and shall be valid and effectual (unless express provisions be made to the contrary) if signed by the director or such other officer or agent as GLA may from time to time by resolution designate for the purpose.
- 20.2 Any notice, decision, direction, approval, authority, permission or consent to be given by a Party shall be sufficiently served, in the case of anything to be served on the Developer, by being left or sent by post to the Developer at its registered office for the time being and, in the case of anything to be served on GLA, by being left or sent by prepaid registered post or by recorded delivery to GLA at Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA and marked for the attention of the Regional Director (or such other address or reference as may be notified in writing by GLA to the Developer for such purpose) and in the case of anything to be served on the Surety, by being left or sent by post to the Surety at the address specified at the beginning of this Lease as being the address for service of the Surety (or such other address in England or Wales as the Surety may notify to the serving Party as its address for service for the purposes of this Lease).

21. GLA'S POWERS AND LIABILITY

- 21.1 Without prejudice to GLA's obligations to comply with its express obligations in this Lease nothing contained or implied in this Lease shall prejudice or affect GLA's rights, powers, duties and obligations in pursuance of its objects as a statutory body and the rights, powers, duties and obligations of GLA under all public or private statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Land and the Development as if GLA were not the owner of the Land and this Lease had not been executed by it.
- 21.2 GLA shall not be under any liability whatsoever in respect of any defect in the design of the Development by reason of GLA having approved the Approved Plans or otherwise and shall not be deemed to have made any representation or warranty as to the fitness or suitability of the Land for the purposes of the Development or any other representation or warranty and the Developer declares that:
- (a) no oral representation has been made to the Developer prior to the date hereof by GLA or its agents concerning the subject matter of this Lease which has influenced, induced or persuaded the Developer to enter into this Lease; and

- (b) it has been provided with all information necessary to assess the state and condition of the Land and has been afforded full opportunity to enter the Land to conduct such surveys as it wished.

22. VALUE ADDED TAX

- 22.1 All monies payable under the terms of this Lease are paid exclusive of VAT.
- 22.2 In the event of VAT being chargeable on such monies the Developer will pay the same to GLA at the appropriate rate in exchange for a VAT invoice addressed to the Developer at the end of the month following the date of the VAT invoice.

23. ACKNOWLEDGMENT

- 23.1 The Parties to this Lease do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.
- 23.2 No variation of this Lease shall be made other than by deed.

24. SURETY COVENANTS

- 24.1 The Surety covenants with GLA as a direct and primary obligation in the terms set out in Schedule 12.
- 24.2 The benefit of the Surety provisions set out in Schedule 12 are personal to GLA and its statutory successors and are not capable of assignment by GLA to any third party save for statutory successors

25. DEVELOPMENT STRATEGIES INSPECTOR AND COMPLIANCE INSPECTOR

- 25.1 The Developer shall procure that the Development Strategies Inspector issues a Strategy Report on the date of this Lease and thereafter on completion of every 100th Unit and prior to the issue of the Final Completion Certificate and where such Strategy Report sets out Further Matters (or where the Development Strategies Inspector certifies that it is not appropriate for certain elements of the Development Strategies to have been implemented at the date of any previous Strategy Report) that the Development Strategies Inspector produces to GLA updated Strategy Reports at such intervals as he shall recommend are appropriate having regard to the nature of the Further Matters.
- 25.2 In relation to the Compliance Inspector Appointment and the Development Strategies Inspector Appointment the Developer agrees:
 - (a) to enforce expeditiously all rights and remedies which it may have against the Compliance Inspector (pursuant to the Compliance Inspector Appointment) and the Development Strategies Inspector (pursuant to the Development Strategies Inspector Appointment) and shall not without the prior written consent of GLA (not to be unreasonably withheld) discharge or release any of them from, nor restrict or diminish any of their obligations or liabilities relating to the Development provided that nothing in this clause shall prejudice or affect GLA's own remedies against the Compliance Inspector and/or the Development Strategies Inspector;
 - (b) to observe and perform the obligations on its part in the manner and at the times set out in the Compliance Inspector Appointment and the Development Strategies Inspector Appointment and, so as to ensure the due performance by the Compliance Inspector and Development Strategies Inspector of their

respective services, to operate the provisions of the Compliance Inspector Appointment and the Development Strategies Inspector Appointment;

- (c) not to replace or substitute (or agree or approve any replacement or substitution of) the Development Strategies Inspector or the Compliance Inspector without:
 - (i) the prior written approval of GLA;
 - (ii) GLA having approved the form of the appointment of the replacement or substitute Development Strategies Inspector or Compliance Inspector; and
 - (iii) such replacement or substitute Development Strategies Inspector or Compliance Inspector having entered into (and delivered to GLA) a collateral warranty in favour of GLA in substantially the same form as that attached to the Development Strategies Inspector Appointment or the Compliance Inspector Appointment (as the case may be) (subject to any change which GLA may require as a result of variation in the form of the new appointment or the status of the replacement or substitute Development Strategies Inspector or Compliance Inspector).

26. QUALITY AND DESIGN STANDARDS

The Developer covenants with GLA as follows:-

- 26.1 To obtain as soon as reasonably practicable following completion of the Development a Secured by Design Certificate in respect of the Dwellings and a Safer Parking Scheme Confirmation in respect of the Non-Residential Units and shall promptly keep GLA informed as to the progress of its application for such certificate and shall promptly supply GLA with a copy of the same once it is issued.
- (d) To promptly following practical completion of 50 per cent (by number) of the Dwellings intended to be constructed within the Development apply for a Building for Life Award and will thereafter diligently pursue the award of the same and shall promptly keep GLA advised of the progress of its application and promptly supply a copy of such award once made provided that if the Building for Life Award does not exist the Developer will diligently pursue the assessment of the Development as if the Building for Life Award did exist and otherwise on the terms of this Lease.
- (e) To obtain following practical completion of each Dwelling a Lifetime Homes Statement.
- (f) To deliver the Minimum Space Requirements for each Dwelling comprising the Development.
- (g) To deliver the Minimum Sound Insulation Requirements for each Dwelling evidenced by pre-completion testing in accordance with Approved Document Part E to 10% in respect of each of the Dwellings by the Code Assessor.
- (h) The Developer shall deliver the Overheating Standards for each Dwelling in accordance with the Overheating Strategy forming part of the Development Strategies.

27. FREEDOM OF INFORMATION ETC

- 27.1 The Developer and the Surety acknowledges that GLA is subject to legal duties which may require the release of Information under FOIA and/or EIR and that GLA may be under an obligation to provide Information subject to a Request for Information. The parties acknowledge that such Information may include matters relating to, arising out

of or under this Lease and any information provided by the Developer and/or the Surety prior thereto.

27.2 GLA shall be responsible for determining in its absolute discretion whether:

(a) any Information is Exempted Information or remains Exempted Information;
or

(b) any Information is to be disclosed in response to a Request for Information

and in no event shall the Developer and/or the Surety respond directly to a Request for Information to which GLA is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to GLA, unless otherwise expressly authorised to do so by GLA

27.3 Subject to Clause 27.4 below the Developer and/or the Surety acknowledges that GLA may be obliged under FOIA or EIR to disclose Information and whilst GLA will try to consult with the Developer, GLA's statutory and regulatory duties will override any obligation to consult and whilst GLA will act reasonably if it does consult it may or may not take the Developer's views into consideration.

27.4 Without in any way limiting Clauses 27.2 and 27.3, in the event that GLA receives a Request for Information GLA will, where appropriate, as soon as reasonably practicable notify the Developer and/or Surety.

27.5 The Developer and/or the Surety will assist and co-operate with GLA as requested by GLA to enable GLA to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

- (a) transfer any Request for Information received by the Developer and/or the Surety to GLA as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) provide all such assistance as may be required from time to time by GLA and supply such data or information as may be requested by GLA;
- (c) provide GLA with any data or information in its possession or power in the form that GLA requires within five Working Days (or such other period as GLA may specify) of GLA requesting that Information;
- (d) ensure that all Information produced in the course of this Lease or relating to this Lease is retained for disclosure; and
- (e) permit GLA to inspect all records retained in accordance with Clause 27.5(d) as requested from time to time.

27.6 Nothing in this Lease will prevent GLA from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

28. CONSIDERATE CONSTRUCTORS SCHEME

The Developer shall in carrying out the works comprising the Development comply with the provisions of the Considerate Constructors Scheme save that where there shall be any conflict between the provisions of this Lease and the provisions of the said Scheme the former shall prevail

29. **LAW**

This Lease is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

30. **COMMENCEMENT**

For the avoidance of doubt the provisions of this document (other than those contained in this clause) shall not have any effect until this document has been dated.

31. **REGULATORY REFORM (BUSINESS TENANCIES) (ENGLAND AND WALES) ORDER 2003**

31.1 **Exclusion of the Landlord and Tenant Act 1954**

- (a) The Developer confirms that prior to entering into this Lease, or being contractually bound to do so:-
 - (i) GLA served on the Developer a notice complying with the requirements of section 38A(3) of the 1954 Act;
 - (ii) the Developer, or a person duly authorised by the Developer, made a statutory declaration (the "**Developer's Statutory Declaration**") complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- (b) Where the Developer's Statutory Declaration was made by a person other than the Developer, the Developer confirms that the declarant was duly authorised to make the Developer's Statutory Declaration on the Developer's behalf.
- (c) GLA and the Developer agree that sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy created by this Lease.
- (d) The Surety confirms that in relation to the tenancy to be entered into by the Surety pursuant to paragraph 4 of Schedule 2 and prior to entering into this Lease, or being contractually bound to do so:-
 - (i) GLA served on the Surety a notice complying with the requirements of section 38A(3) of the 1954 Act;
 - (ii) the Surety, or a person duly authorised by the Surety, made a statutory declaration (the "**Surety's Statutory Declaration**") complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- (e) Where the Surety's Statutory Declaration was made by a person other than the Surety, the Surety confirms that the declarant was duly authorised to make the Surety's Statutory Declaration on the Surety's behalf.

SCHEDULE 1 – GRANTS AND RESERVATIONS

Part 1 - Rights easements and privileges

None

Part 2 – Exceptions and reservations

1. All rights of entry given to GLA referred to elsewhere in this Lease.
2. The right to enter upon all such parts of the Land as may be appropriate for any other reasonable purpose connected with the Development.
3. All rights, easements, quasi-easements and privileges granted to, or enjoyed by, any third party in respect of the construction of any infrastructure or related matters.

SCHEDULE 2 – DEVELOPER'S COVENANTS AND OTHER PROVISIONS RELATING TO THE DEVELOPMENT

Part 1 – General

1. PRE-DEVELOPMENT MATTERS CONSENTS AND AGREEMENTS

1.1 No work of any nature forming part of the Development shall commence until:-

- (a) a pre-commencement meeting has been held between the Developer and GLA's development control officer (or other officer nominated for such purposes by GLA) to enable the Developer to be briefed on and issued with GLA's development regulations (and it shall be the responsibility of the Developer to request and arrange such meeting) but GLA shall procure that GLA's development control officer attends such meeting promptly following a meeting request from the Developer;
- 1.1.1 (b) the Developer has produced to GLA's development control officer (or other officer nominated for such purpose by GLA) the Sewers Technical Approval together with copies of all specifications drawings and other documents forming part of such approval and that officer has confirmed in writing that he is satisfied (acting reasonably) with such approval and GLA shall procure that GLA's development control officer confirms whether the Developer's approval is acceptable within 15 Working Days of receiving the same;
- (c) the Developer has given to GLA's development control officer (or other officer nominated for such purpose by GLA) not less than 10 Working Days' notice of its intention to commence the Development;
- (d) the Developer has complied with any other requirement to be complied with before the Commencement Date under the provisions of this Lease;
- (e) the Developer has given to GLA's Development Control Officer a copy of the notice that it gives to the Health and Safety Executive under Schedule 1 of the CDM (as referred to in paragraph 12.5 of this Schedule);
- (f) all matters to be complied with under any Planning Agreement and Planning Permission prior to commencement of such work have been submitted to the local authority for approval.

1.2 Consents and agreements

Subject to paragraphs 1.3 and 1.4 of this Part 1, the Developer must within the period of six months from the date of this Lease, (or such extended period as the Developer and GLA may agree each acting reasonably and the GLA acknowledges that an extension shall be reasonably agreed if any delay to commencement is due to TFL not agreeing or consenting to the works as set out at paragraph 24 of this Part 1 of Schedule 2):

- (a) obtain all permissions and consents required by all Planning Acts in relation to the Development other than those that are not in practice capable of being obtained before start on Site;
- (b) obtain consent under the building regulations for the Development in accordance with the requirements of the Building Act 1984; other than those that are not in practice capable of being obtained before start on Site
- (c) obtain all other permissions and consents required to carry out the Development other than those that are not in practice capable of being obtained before start on Site;

- (d) enter into an agreement with the highway authority pursuant to Section 278 of the Highways Act 1980 (as appropriate) and procure any bond or guarantee required by the highway authority in connection with any such agreement;
 - (e) enter into an agreement with the water authority pursuant to Section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Development and procure any bond or guarantee required by the water authority in connection with such agreement;
 - (f) (save to the extent that such parts of the Land are intended to be transferred to the Management Company) enter into an agreement with the Council for the adoption by the Council of any play areas, amenity areas and landscaping areas comprising a part of the Development; and
 - (h) enter into an agreement with a landscaping contractor upon such terms so as to ensure the completion of the landscaping works referred to in the Landscaping Works Specification.
- 1.3 (Save to the extent that such matters are provided for under the Agreement for Lease) the Developer must not submit an application for any permission or consent pursuant to the Planning Acts without GLA's approval to the form of application; nor may the Developer implement any such permission or consent without GLA's approval to the form of the permission or consent.
- 1.4 Each of the matters referred in Paragraph 1.2 shall be in accordance with the Planning Permission and Approved Plans.
- 1.5 The Developer covenants with GLA to observe perform and comply with all the obligations on its part contained in any document referred to in paragraph 1.2.

2. BOUNDARY FENCES

- 2.1 Before the Commencement Date, save where GLA agrees otherwise, the Developer must erect along all boundaries of working areas within the Land fences and hoardings in accordance with GLA's specification contained in the Approved Plans (but in any event being not less than 2 metres in height and being in accordance with the Health and Safety Executive's, or other competent body's, recommendations) and to maintain the same in position and good repair throughout the Development.
- 2.2 If the Developer shall commence work on the Development without first having erected all fences required under paragraph 2.1 then GLA shall have the right after service of at least 5 Working Days' written notice on the Developer and provided that during such time the Developer has not made a substantial start in erecting such fencing without notice to enter upon the Land in order to erect any such fences along the boundaries of the Land (including the right to take down and erect any fences erected by the Developer in an incorrect position, whether on the Land or on adjoining land) and the cost of all such works undertaken by GLA (including any works of reinstatement to adjoining land) shall be paid by the Developer to GLA within 5 Working Days of written demand.

3. SIGNAGE DURING CONSTRUCTION

- 3.1 Within three months of the date of this Lease GLA and the Developer shall consider and agree a signage strategy in relation to the Development to be displayed on the Land.
- 3.2 It is agreed that all signage to be erected on the Land will include the name of GLA in a prominent position and to a size not less than that of the Developer or any sub-developer.

- 3.3 The Developer shall ensure that all promotional events for the Development where public officials and/or media are invited are notified in writing in advance to GLA and that marketing material in respect of the Development acknowledges GLA's role in providing assistance and the Developer will not issue any material until the manner in which and the wording by which such acknowledgement to be given shall have been given the prior approval by GLA, such approval not to be unreasonably withheld or delayed and if not received within 15 working days of request such consent shall be deemed. For the avoidance of doubt this clause shall not apply to sales events aimed at selling the Units.

4. SITE ACCESS

- 4.1 The Developer must lay a sufficient length of access road of adequate construction to the satisfaction of GLA (acting reasonably) before commencing construction work on other aspects of the Development so as to facilitate compliance with the provisions of this Lease relating to protection and cleaning of roads.
- 4.2 Before the Commencement Date the Developer must erect across the Site Access at every point of permitted vehicular access to the Land a substantial height gauge the top bar of which shall not be more than sixteen feet above ground level at points within the boundaries of the Land not less than five metres from such points of access each such height gauge to incorporate a warning notice which shall read "No loads over 20 feet to proceed" and thereafter to maintain the same until completion of the Development.
- 4.3 During the construction of the Development the Developer must ensure that no loads over 20 feet in height shall leave the Land.

5. TEMPORARY VEHICLE PARKING

- 5.1 The Developer must provide at the Commencement Date and maintain during the Development to the satisfaction of GLA a temporary vehicle park for all vehicular traffic used in the course of construction including sub-contractor's and operatives' private vehicles and shall remove the same and make good the Land at practical completion.
- 5.2 The Developer must not park or permit or suffer to be parked construction plant vehicles and private vehicles associated with the Development on highways and highway verges outside of the Land except with the express written consent of GLA (acting reasonably).

6. COMPLETION OF DEVELOPMENT

- 6.1 Subject to paragraph 7 the Developer must:-
- (a) substantially commence the Development prior to the date which is 6 months after today's date (but without prejudice to any provision of this Lease containing any conditions to be met prior to commencement of the Development); and thereafter;
 - (b) carry out and complete the Development in a good and workmanlike manner to the satisfaction of GLA in accordance with the Planning Permission and the Approved Plans and the Quality and Design Standards to such a standard as to ensure the issue of Code Final Certificates in respect of all Dwellings (and BREEAM Final Certificates in respect of all Non-Residential Units) and with all practicable speed, in compliance with the Timetable and, in any event, not later than the Development End Date; and
 - (c) comply with the Development Strategies.

Provided that the Developer will only be required to comply with the provisions in this Lease to construct the Non-Residential Units where the Developer elects to commence such construction

- 6.2 If not so specified in the Approved Plans, the location of all street lighting must be subject to the prior approval of GLA (acting reasonably).
- 6.3 The Developer shall ensure that no Deleterious Materials are used in any works or materials used comprised in or relating to the Development.
- 6.4 In carrying out the Development the Developer shall comply with all Planning Agreements affecting the Land including the payment of all sums payable thereunder and the discharge of all obligations thereunder at the times stated therein and shall indemnify and keep indemnified GLA against all actions proceedings claims demands losses costs expenses damages and liabilities arising directly or indirectly from any breach of the Planning Agreements.
- 6.5 All Highways and Common Services to be constructed by the Developer shall connect to any existing highway network and shall be constructed in accordance with all applicable Enactments, the Planning Permission and the Approved Plans and maintained until adopted by the local highways authority or the obligation to maintain is included in a transfer to a Management Company, Purchaser or other third party in accordance with the Estate Management Scheme.

7. EXTENSIONS OF TIME

- 7.1 If the Developer is materially delayed in completing or proceeding with the Development solely by reason of any of the following:
 - (a) outbreak of war or civil insurrection involving the United Kingdom;
 - (b) fire; tempest; frost;
 - (c) any strikes or lockout in the building trade or any kindred trades;
 - (d) any town planning or building licensing or building regulations refusal or restrictions;
 - (e) exercise by the Council or GLA of their rights under paragraph 21 (archaeology);
 - (f) an extension, variation or alteration made to the Development which shall have been approved by GLA pursuant to this Lease;
 - (g) other unavoidable cause or accident beyond the control of the Developer;

then (except where the delay has been caused by the default or negligence of the Developer) GLA shall allow such further time for the completion of the Development as may be reasonably specified by GLA and the Timetable and the Development End Date shall be amended accordingly.

- 7.2 If the Developer:
 - (a) has completed 75% or more of the Number of Units in accordance with the terms of this Lease prior to the Development End Date; and
 - (b) has served written notice on GLA not less than 3 months prior to the Development End Date that the Developer has been unable despite using all reasonable endeavours to dispose of 70% of the completed Units on the Land; and
 - (c) GLA is satisfied (acting reasonably) that the Developer has used all reasonable endeavours to dispose of the completed Units;

then GLA shall allow such further time for the completion of the Development (being not more than 12 months) as GLA considers reasonable in all the circumstances.

7.3 Any extension of time for completion of the Development in accordance with paragraph 7.1 or 7.2:

- (a) shall not have effect unless confirmed by the entry by the parties into a deed of variation at the expense of the Developer; and
- (b) shall not change the Payment End Date.

8. APPROVED PLANS AND ESTATE LAYOUT PLAN

8.1 Subject to paragraph 8.2, the Developer must not erect or build or permit or suffer to be erected or built on the Land any building, structure or erection otherwise than in conformity with the Planning Permission and the Approved Plans.

8.2 The Developer may, without GLA's approval, make internal amendments to a Unit which do not affect its external appearance.

8.3 Within twenty-eight days after the service of a notice requiring the Developer so to do the Developer must commence to take down and remove all work or materials which shall not be in accordance with the Planning Permission and/or the Approved Plans and also within such reasonable time as may be specified in a notice requiring the Developer so to do the Developer must repair and make good defects or omissions to the Development or any part or parts thereof in accordance with the provisions of this Lease provided that the Developer will not be required to take down and remove work and materials relating to a Dwelling after an Interim Completion Certificate has been issued for such Dwelling.

8.4 As soon as reasonably practicable (and in any event prior to practical completion of the first Unit to be practically completed):

- (a) to provide an Estate Layout Plan to GLA for its approval (acting reasonably) (such Estate Layout Plan to be in conformity with the Planning Permission and the Approved Plans previously approved by GLA and to be in a form which will enable GLA to verify the Land boundaries against those shown on Plan A and individual boundaries against relevant Approved Plans); and
- (b) apply for and pursue with due diligence the registration of such Estate Layout Plan at the Land Registry and notify GLA when this has been done.

8.5 All revisions of the Estate Layout Plan must be approved by GLA (acting reasonably).

9. SUBSTITUTE MATERIALS

If the Developer proves to the reasonable satisfaction of GLA that it is necessary to use materials in substitution for materials previously approved by GLA in the Development then the Developer may use such substitute materials as are first approved by GLA in writing (acting reasonably) provided that such substitutions are of no less specification quality design suitability and fitness for purpose than the original materials and are consistent with the Approved Plans and do not comprise any Deleterious Materials.

10. GLA'S RIGHTS TO VIEW AND REMEDY BREACHES

10.1 The Developer must permit GLA by its servants or agents to enter upon the Land at all reasonable times (or at any time in an emergency) for any reasonable purpose (subject to complying with such safety and security precautions as may be in force from time to time at the Development), including:

- (a) to view the state of progress of the Development and the materials used and intended for use in connection therewith;
 - (b) ascertaining whether the obligation of the Developer under this Lease or any other document have been observed and performed; and
 - (c) to exercise the rights excepted and reserved.
- 10.2 Within one month of GLA notifying the Developer in writing of any breach of the Developer's covenants under this Lease (or sooner if reasonably required by GLA) to remedy the same AND if the Developer shall default in doing so it shall be lawful for GLA to enter the Land to remedy any such breach and all proper and reasonable costs and expenses thereby incurred shall be paid by the Developer to GLA on demand as a debt due to GLA.

11. COMPLIANCE WITH ENACTMENTS

11.1 The Developer must do all acts and things required by, and conform in all respects with, the provisions of any Enactments applicable to the Development (which for the avoidance of doubt shall include the provisions of Section 57 of and Schedule 22 to the Environment Act 1995) and in particular to comply with:

- (a) the lawful requirements of any statutory undertakers in respect of electricity, gas, water, telephone or other public services; and
- (b) the conditions imposed by any agreements, licences, permissions and approvals for development or use granted in relation to the Land and the Development.

11.2 The Developer must not do anything which may result in GLA incurring or becoming liable to pay any penalty, damage, compensation, costs, charges or expenses.

11.3 Competent Authorities

- (a) In this paragraph "**Competent GLA**" means any government body, the Environment GLA, court, tribunal or other body deriving power under Environmental Law.
- (b) The parties agree that the apportionment by a Competent GLA of any liabilities that may arise under Part IIA of the Environmental Protection Act 1990 (as amended) (**Part IIA**) in respect of pollution or contamination present in on or under or originating from the Land shall be undertaken on the basis that the Developer shall have full responsibility for any and all such liabilities.
- (c) It is hereby acknowledged and intended by the parties that paragraph 11.3(b) is an agreement on liabilities for the purposes of Part IIA.
- (d) The parties agree that in the event of a notification being served on any of them which indicates that the Land is or is likely to be determined 'contaminated land' under Part IIA to notify the other as soon as is reasonably practicable.
- (e) The parties undertake to furnish the Competent GLA with a copy of this Lease as soon as is reasonably practicable after receiving a note from the Competent GLA or a notification under sub-paragraph 11.3(d), and individually to agree to the application of sub-paragraph 11.3(b) and to confirm such individual agreement in writing to the Competent GLA following receipt of such notice or notification.
- (f) The parties hereby undertake to use all reasonable endeavours to ensure that the Competent GLA applies the agreement on liabilities set out in sub-paragraph 11.3(b).
- (g) For the avoidance of doubt GLA shall retain the right to appeal against a decision of a Competent GLA in accordance with Part IIA's appeal procedure.

- 11.4 The Developer hereby undertakes to indemnify GLA and keep GLA indemnified in respect of all and any fines, penalties, charges, actions, losses, costs, claims, expenses, demands, duties, obligations, damages and other liabilities that GLA may suffer (a) as a result of any failure of the Developer to adhere to the provisions of paragraph 11.3; or (b) arising from any pollution or contamination present in or under or originating from the Land.

12. CDM REGULATIONS

- 12.1 The Developer accepts that it is a client as defined by the Construction (Design and Management) Regulations 2007 (as amended from time to time) ("CDM") and warrants that it is and will at all times remain competent to carry out the role of a client under CDM.
- 12.2 The Developer accepts that it will act as the only client in respect of the Development and the Developer hereby elects to be the only client under CDM for the Development.
- 12.3 GLA agrees to the election of the Developer as the only client for the Development for the purposes of CDM.
- 12.4 The Developer shall comply fully with all the obligations of the client under CDM.
- 12.5 The Developer shall procure that as soon as practicable after the CDM Co-ordinator (as defined in the CDM) is appointed the CDM Co-ordinator notifies the Health and Safety Executive of the particulars specified in Schedule 1 of CDM and contemporaneously provides a copy of the notification to GLA. The Developer hereby agrees that no work shall commence on site until GLA has received this notification.
- 12.6 The Developer shall not unless this Lease is terminated seek to withdraw, terminate or in any manner derogate from such election without GLA's prior written consent, which GLA may in its absolute discretion withhold.
- 12.7 The Developer shall ensure that any and all parties engaged in respect of the procurement and/or undertaking of the works comprised in the Development are aware of the terms of the Developer's election as only the client for the purposes of CDM.

13. HEALTH & SAFETY

- 13.1 The Developer shall at all times comply with all obligations, requirements and duties arising under Health and Safety legislation in connection with the works comprising the Development.
- 13.2 The Developer shall at all times procure the compliance with all obligations, requirements and duties arising under Health and Safety legislation by any and all parties appointed in connection with the works comprising the Development or allowed on the Land.
- 13.3 The Developer shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with the Development, and shall provide a report to GLA's Representative quarterly in the form set out in Schedule 13.
- 13.4 The Developer shall notify GLA's Representative immediately on the occurrence of any of the following events which arise out of or in connection with the Development:
- (a) a fatal accident to any worker or a member of the public;

- (b) any injury to a member of the public requiring reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) ("**RIDDOR**");
- (c) any dangerous occurrence, as defined by RIDDOR;
- (d) the service of any improvement or prohibition notice under the Health & Safety at Work etc Act 1974;
- (e) any incident having health & safety implications which attracts the attention of the police and/or the media;
- (f) the commencement of any criminal prosecution under the Health & Safety at Work etc Act 1974.

14. LANDSCAPING WORKS

- 14.1 If the Developer fails to carry out the landscaping works in accordance with the Approved Plans or in the time specified in the Timetable and fails to carry out such works within 20 Working Days of being asked to do so by GLA (acting reasonably and taking into account the season in question) GLA shall be entitled to enter upon the Land (including any land then disposed of) to carry out the landscaping works in accordance with the Approved Plans and the Developer shall indemnify GLA against the cost of such works.
- 14.2 The GLA shall be entitled to restrict the disposal of the final 30 Dwellings until the landscaping works have been completed unless the Developer deposits a sum with the GLA's Solicitor to be held as stakeholder such sum to be agreed by the GLA acting reasonably and to equate to the cost of completing the landscaping works. On completion of the landscaping works the final 30 Dwellings will be released for disposal in accordance with the provisions of this Lease and any monies held by the GLA's Solicitor in accordance with this clause shall be released to the Developer forthwith.

15. INSURANCE

The Developer must:

- 15.1 insure, or cause to be insured, at all times during the carrying out of the Development any buildings erected on the Land (save any Units disposed of to Purchasers or land disposed of to the Management Company or dedicated, adopted or otherwise transferred to a relevant authority) (**Insurable Premises**) in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction together with architects' and surveyors' fees and other expenses incidental thereto against loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion in an insurance office to be approved by GLA (acting reasonably) and to ensure that GLA's interest is noted on the policy or policies of insurance;
- 15.2 pay or cause to be paid, all premiums and other monies necessary for effecting such insurance;
- 15.3 whenever required, produce to GLA the policy or policies of such insurance and the last receipt for every premium or other monies;
- 15.4 (in the event of the Insurable Premises or any part thereof being destroyed or damaged as aforesaid) secure that all monies payable by virtue of such insurance shall with all convenient speed be laid out and applied in rebuilding or otherwise

reinstating the same in a good and substantial manner in accordance with the terms of this Lease and (in case the same shall be insufficient for that purpose) make up the deficiency out of its own monies;

- 15.5 not do, or permit to be done, upon the Land anything which may render the policy or policies of insurance void or voidable;
- 15.6 indemnify GLA (notwithstanding any supervision or approval of GLA or any person acting on behalf of GLA) and insure in an insurance office approved by GLA (acting reasonably) in the sum of £10,000,000 against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever caused to any person or to any property real or personal in so far as such injury or damage arises out of, or in the course of, or by reason of, the negligent execution of the Development.

16. PROTECTION OF HIGHWAYS

16.1 The Developer must:

- (a) not deposit any building or other materials within two metres of any Highway;
- (b) comply with all reasonable instructions of the local highway authority and the police given to prevent any congestion of, or hazard to, traffic and in any event arrange for the delivery and removal of all materials to and from the Land with as little inconvenience to pedestrians and traffic as possible;
- (c) at all times protect all Highways against damage arising (and take all necessary or proper precautions for the protection of any person on any Highway against injury arising) by vehicles employed in connection with the Development and forthwith make good any such damage at the expense of the Developer in the event that the perpetrator of such damage does not maintain or repair the same;
- (d) at all times keep all Highways free from mud, dirt, debris and other deleterious matter to the satisfaction of GLA and ensure that all vehicles leaving the Land are clean and properly loaded;
- (e) to provide in any contract for the carrying out of the Development or any part or parts thereof a provision requiring the contractor under such contract to comply with the terms of paragraphs 16.1(a) (b) (c) and (d).

16.2 If the Developer fails to carry out any work necessary for compliance with the provisions of this paragraph 16 within 10 Working Days of having received written notification of such default GLA may undertake the same and the Developer must forthwith on demand repay to GLA the proper cost of so doing which cost shall be recoverable by GLA from the Developer as a liquidated debt.

17. MAINTENANCE OF HIGHWAYS

The Developer must maintain all Highways constructed by the Developer until adoption by the highway authority or transferred to the Management Company.

18. DEFECTS INSURANCE

- 18.1 The Developer must build every Dwelling so as to comply with the requirements of the National House Building Council (or any successor organisation) (NHBC) or such other provider as GLA may approve in writing (such approval not to be unreasonably withheld or delayed) and so as to qualify for the insurance cover provided by it which the Developer must obtain.
- 18.2 That the Developer will do all that is necessary to ensure that every Purchaser obtains the benefit of the insurance cover provided by NHBC (or other provider approved in accordance with paragraph 18.1).

19. SEWERS, DRAINS AND OTHER CONDUITS

During the construction of the Development the Developer must:

- 19.1 lay out and construct to the satisfaction of GLA (acting reasonably) proper and sufficient branch and connecting sewers, drains, shafts, traps, gullies and gratings and to drain such branch and connecting sewers and drains into public sewers;
- 19.2 liaise with GLA in connection with the overall programming for the provision of services and comply with all reasonable instructions issued by it to ensure the smooth progress of the Development and appropriate interface with any works being carried out on any adjoining land;
- 19.3 protect all pipes, ducts, cables and statutory undertakers' apparatus against damage as a result of carrying out the works;
- 19.4 take all necessary precautions to ensure the protection of all streams, waterways, surface water, sewers and drains against pollution as a result of carrying out the works and any temporary diversions of existing streams, waterways, sewers or other works must be carried out so as not to reduce the capacity of that stream, waterway, sewer or other works and to the satisfaction of GLA (acting reasonably);
- 19.5 take all reasonable steps to ensure that the Common Services are not blocked and that any connection to a Common Service is effected with the approval of GLA (acting reasonably) or, where appropriate, the relevant statutory undertaker;
- 19.6 maintain all sewers, drains, pipes, ducts, cables and other conduits constructed by the Developer until adoption by the relevant statutory undertaker or transferred to the Management Company, Purchaser or other third party in accordance with the Estate Management Scheme.

20. MAINTENANCE UNTIL COMPLETION

- 20.1 Until completion of the Development, the Developer must keep and maintain the Land and all parts of the Development in a neat and tidy condition so far as may be reasonable and prevent so far as may be reasonably practicable any matters or things which may be unnecessarily unsightly or offensive visually or otherwise.
- 20.2 Until the completion of the disposal of any Unit, the Developer must keep and maintain that Unit in good and marketable condition.

21. ARCHAEOLOGY

All fossils, coins, articles of value or antiquity and structures or other remains or things of prehistoric, geological or archaeological interest ("**Archaeological Finds**") discovered on the Land during the Development shall be the property of GLA and the Developer must:

- 21.1 not conceal, remove or damage or permit to be concealed, removed or damaged any Archaeological Finds;
- 21.2 promptly on discovery of any Archaeological Finds notify GLA and the archaeology officer of the Council (or other local archaeology authority);
- 21.3 allow (upon such reasonable terms as may be agreed with the Developer) officers and agents of GLA and of the Council (or other local archaeology authority) with or without workmen and plant to enter the Land for the purpose of appraising, recording and removing the Archaeological Finds;

- 21.4 reimburse to GLA or to the Council (or other local archaeology authority) or to any third party authorised by either of them costs incurred in the emergency recording of any significant Archaeological Find made during the Development.

22. TREES

Save in accordance with the Planning Permission and the Approved Plans and subject to the Developer obtaining all necessary consents, not to cut down or top any trees on the Land without the consent in writing of GLA (acting reasonably) which if granted may be subject to such conditions as GLA may reasonably require.

23. GRAVEL

The Developer may use for the purpose of the Development any substances which may be excavated in the proper execution of such works without making any payment for such substances to GLA or to any person and Provided Always that where such earth, clay, gravel or sand is not required by the Developer for the purposes of the Development the Developer must not sell or dispose of such earth, clay, gravel or sand or permit or suffer any of the same to be removed from the Land without the prior approval of GLA (acting reasonably) and such payments received by the Developer on its disposal shall be paid to GLA.

24. TFL PROVISIONS

24.1 Tank Relocation and Easement;

- 24.1.1 The Developer covenants to enter into an Agreement with TfL under the relevant section of the Highways Act 1980 or such other legislation as is appropriate to regulate the carrying out of the Relocation Works (Highways Agreement)
- 24.1.2 The Developer covenants to consent to the Landlord granting an easement to TfL that confers on TfL and its contractors and agents such rights over the Easement Area as TfL requires for the retention, use and maintenance of the relocated TfL Equipment together with such rights of way over the Site Access Road as are necessary for TfL to gain access to the Easement Area with the necessary workmen, plant and equipment; and
- 24.1.3 The Developer shall undertake the Relocation Works (at the Developer's cost) in accordance with the Highways Agreement .

24.2 Yellow Land;

- 24.2.1 The Developer shall not undertake any works on the Yellow Land other than in accordance with such agreement or agreements as TfL requires the Developer to enter into in respect of such works.
- 24.2.2 The Developer shall release the Build Lease over the Yellow Land by the later of (a) 3 months from completion of the Section 104 Agreement and completion of all drainage and other works required under the Planning Permission on the Yellow Land have been completed and (b) 18 months from the date of this Lease.

Part 2 – Site Specific Obligations

1. DEFINITIONS

In Part 2 of this Schedule the following definitions apply:

Code Initial Certificate means an initial design stage assessment issued by a company sanctioned by the Building Research Establishment in respect of the Dwellings to be erected pursuant to this Lease confirming:

(a) that the design of such Dwellings is capable of achieving not less than the Code Level;

and

(b) that no Category D or E Specifications have been (or will be) used

Reserved Matters means the matters reserved as such in the Planning Permission in relation to the Land

Reserved Matters Application means an application for Reserved Matters Approval for the Development (or parts of the Development) in a form acceptable to GLA including any amendment thereof, fresh application for Reserved Matters made in substitution therefor or an alternative application for Reserved Matters, in each case made pursuant to the provisions of this Lease and with the consent of GLA provided always that no application amendment or substituted or alternative application shall be other than consistent with and in accordance with the Approved Plans and the Planning Permission

Reserved Matters Approval means approval by the Local Planning Authority, the Secretary of State or an Inspector in accordance with this Schedule

Reserved Matters Approval Date the date of the Reserved Matters Approvals which means the date written, printed or stamped on the last of the approvals issued by the local planning authority or the letter or other document issued by the Secretary of State or the Inspector following an Appeal.

2. Provision of Documents

2.1 Within 3 months of the date of this Lease (save to the extent such have already been provided) the Developer must provide GLA with:

- (a) a Code Initial Certificate in respect of the proposed Dwellings to be erected on the Land;
- (e) a statement from the Local Planning Authority confirming that the affordable housing provisions proposed by the Developer are acceptable to it in all respects including the identity of the proposed Registered Provider;
- (f) the listed Development Strategies in a form acceptable to GLA (acting reasonably);
- (g) the appointment of the Compliance Inspector in accordance with this Agreement; and
- (h) the appointment of the Development Strategies Inspector in accordance with this Agreement.

3. Reserved Matters Approval

- 3.1 Within 3 months from the date of this Lease the Developer will agree a timetable for submission of Reserved Matters Applications with GLA in order that the Developer can comply with the Timetable and complete the Development by the Development End Date.
- 3.2 In relation to Reserved Matters Applications and Reserved Matters Approvals:-
- (a) any Reserved Matters Application is to be submitted in the sole name of the Developer;
 - (b) a Reserved Matters Application is not to be submitted without the prior written approval of GLA to the Reserved Matters Application and all supporting documents and the Developer will not vary any Reserved Matters Application once submitted without GLA's prior written approval in each case GLA's approval not to be unreasonably withheld or delayed provided that the Reserved Matters Application is consistent both with the Outline Permission and the Approved Plans;
 - (c) a Reserved Matters Application must meet all Mandatory Sustainability Standards and be approved in that context by the Compliance Inspector;
 - (d) the Developer may with GLA's consent (acting reasonably) agree with the Local Planning Authority an extension to the statutory period for determining the Planning Application under section 78(2) of the Act taking account of the reasonable representations of GLA regarding such extension;
 - (e) the Developer may enter into negotiations or discussions with the Local Planning Authority to facilitate the grant of Reserved Matters Approvals and the parties acknowledge that they do not anticipate that any Planning Agreement would be required in relation to Reserved Matters Approvals (as opposed to Outline Permission) but should that not be the case the Developer will not enter into any Planning Agreement with the Local Planning Authority without the prior written consent of GLA, such consent not to be unreasonably withheld or delayed and the provisions of paragraph 3 shall apply;
 - (f) the Developer will:-
 - (i) provide to GLA a copy of the Reserved Matters Application made to the Local Planning Authority;
 - (ii) keep GLA informed at reasonable intervals, but not more than once in each week, of the progress of the Reserved Matters Application, each withdrawal of a Reserved Matters Application and the substance of all discussions and negotiations with the Local Planning Authority; and
 - (iii) provide GLA with electronic copies of all correspondence, documents and minutes of meetings (to the extent available to the Developer) concerning the Reserved Matters Application; and
- 3.2.1 GLA will co-operate with the Developer and use reasonable endeavours to assist the Developer to obtain Reserved Matters Approvals.

SCHEDULE 3 – FREEHOLD UNITS

Transfer etc of Freehold Units

1. The Developer shall procure the transfer of the freehold interest in each Freehold Unit to a Purchaser at arm's length, with vacant possession, as soon as reasonably practicable (save that vacant possession need not be provided in relation to show homes to be leased back to the developer).
2. GLA need not take any step in relation to the transfer of any Freehold Unit until the Interim Completion Certificate has been issued in respect of that Freehold Unit.
3. GLA need not take any step in relation to the transfer of the last ten Freehold Units remaining to be transferred until the Developer has substantially completed the construction of the Development as a whole to GLA's satisfaction (having due regard to planting seasons and other matters beyond the Developer's reasonable control including the adoption (or entering into of all necessary s.38 Agreements and/or s.104 Agreements to procure adoption) of all Adoptable Services).
4. Subject to other paragraphs of this Part of this Schedule, GLA will transfer the freehold interest in each Freehold Unit to the relevant Purchaser on the following terms:
 - (a) the form of transfer shall be substantially in the form of the Transfer (Freehold Unit) attaching a plan delineating the land to be transferred by red edging (such plan to conform with the Estate Layout Plan previously approved by GLA and bearing no other red edging);
 - (b) the form of transfer shall be executed by the parties in duplicate;
 - (c) GLA need not deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
 - (d) the Developer shall send the following documents to GLA, executed by the Developer and the Purchaser (as the case may be), not less than 10 working days before the anticipated date for completion of the transfer:
 - (i) the form of transfer (in duplicate);
 - (ii) a completed (but undated) draft of the Sale Report in respect of the Freehold Unit;
 - (e) Subject to sub-paragraph 4.(f) GLA need not deliver the form of transfer, executed by GLA, to the Developer or any other person if:
 - (i) any payment of the Price due to GLA in accordance with Clause 3 has not been paid;
 - (ii) any overage payment due to GLA in accordance with Schedule 8 which is due to be paid at the date of the transfer has not been paid
 - (f) Sub-paragraph 4.(e) shall not apply to:
 - (i) 127 of the Private Dwellings ('the **25% Private Dwellings**'); and
 - (ii) Up to a further 50 Private Dwellings ('the **First 50 Private Dwellings**') where prior to transfer of the first Dwelling of the First 50 Private Dwellings or the transfer of the first Affordable Dwelling of the Relevant First Affordable Dwellings (as defined in Schedule 4) (whichever occurs first), a Bond has been

delivered to GLA for a sum equal to £7,000,000 or the Developer has paid such sum unconditionally to GLA;

- (iii) Thereafter, up to a further 50 Private Dwellings ('the **Second 50 Private Dwellings**') where prior to transfer of the first Dwelling of the Second 50 Private Dwellings or the transfer of the first Affordable Dwelling of the Relevant Second Affordable Dwellings (as defined in Schedule 4) (whichever occurs first), a Bond has been delivered to GLA for a sum equal to £7,000,000 or the Developer has paid such sum unconditionally to GLA;
 - (iv) Thereafter, up to a further 50 Private Dwellings ('the **Third 50 Private Dwellings**') where prior to transfer of the first Dwelling of the Third 50 Private Dwellings or the transfer of the first Affordable Dwelling of the Relevant Third Affordable Dwellings (as defined in Schedule 4) (whichever occurs first), a Bond has been delivered to GLA for a sum equal to £7,000,000 or the Developer has paid such sum unconditionally to GLA;
 - (v) Thereafter, up to a further 50 Private Dwellings ('the **Fourth 50 Private Dwellings**') where prior to transfer of the first Dwelling of the Fourth 50 Private Dwellings or the transfer of the first Affordable Dwelling of the Relevant Fourth Affordable Dwellings (as defined in Schedule 4) (whichever occurs first), a Bond has been delivered to GLA for a sum equal to £7,000,000 or the Developer has paid such sum unconditionally to GLA;
 - (vi) Thereafter, up to a further 50 Private Dwellings ('the **Fifth 50 Private Dwellings**') where prior to transfer of the first Dwelling of the Fifth 50 Private Dwellings or the transfer of the first Affordable Dwelling of the Relevant Fifth Affordable Dwellings (as defined in Schedule 4) (whichever occurs first), a Bond has been delivered to GLA for a sum equal to £7,000,000 or the Developer has paid such sum unconditionally to GLA;
5. The GLA and the Developer hereby acknowledge that any transfer of a Freehold Unit is to be made free of the leasehold interest created by this lease, and that upon completion of any such transfer, this lease shall absolutely cease and determine only in relation to the extent of that Freehold Unit transferred.
6. Within 10 working days after the completion of any transfer of a Freehold Unit, the Developer must deliver to GLA's Solicitors a certified copy of the completed form of transfer together with the Sale Report.

SCHEDULE 4 – AFFORDABLE DWELLINGS

Transfer etc of Affordable Dwellings at Golden Brick

1. The Developer shall procure the transfer of the freehold interest in each Affordable Dwelling to the Association by way of transfers of Affordable Phases, with vacant possession, in accordance with this Schedule once the Golden Brick Notice has been issued for each Affordable Phase.
2. GLA need not take any step in relation to the transfer of any Affordable Phase until the Golden Brick Notice has been issued in respect of that Affordable Phase.
3. Subject to paragraph 4, GLA need not deliver the form of transfer, executed by GLA, to the Developer or any other person if:
 - 3.1 any payment of the Price due to GLA in accordance with Clause 3 has not been paid;
 - 3.2 any overage payment due to GLA in accordance with Schedule 8 which is due to be paid has not been paid.
4. Paragraph 3 shall not apply to Such of those Affordable Dwellings which fall within the provisions of paragraph (f) of clause 5 of Schedule 3 of this Lease
5. Subject to the foregoing paragraphs of this Schedule, GLA shall transfer the freehold interest in the Relevant Affordable Phase to the Association on the following terms:
 - 5.1 after the issue of the Golden Brick Notice in relation to the Relevant Affordable Phase GLA will transfer the freehold of that Relevant Affordable Phase to the Association on the date 10 Working Days after the date of issue of the Golden Brick Notice;
 - 5.2 the form of transfer shall be substantially in the form of the Golden Brick Transfer with such amendments as the Developer GLA or the Association may reasonably propose to reflect, amongst other things, the configuration of the completed development;
 - 5.3 the form of transfer shall be executed by the parties in triplicate;
 - 5.4 The GLA and the Developer hereby acknowledge that any transfer of an Affordable Phase is to be made free of the leasehold interest created by this lease, and that upon completion of any such transfer, this lease shall absolutely cease and determine only in relation to the extent of that Affordable Phase transferred. The Developer shall provide such reasonable assistance at its own cost as may be necessary to deal with any requisitions raised by the Land Registry in relation to this lease upon application by the Association to register the relevant transfer, and shall enter into any such further documentation as may reasonably be necessary to give effect to this paragraph 5.4.
 - 5.5 GLA need not deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
 - 5.6 the Developer shall send the following documents to GLA, executed by the Developer and the Association (as the case may be), not less than 10 working days before the anticipated date for completion of the transfer:
 - (a) the form of transfer (in duplicate);
 - (d) Housing Nomination Covenant (if any)

(e) *any other relevant documents;*

(f) the Golden Brick Agreement

5.7 Within 5 working days after the completion of any transfer of an Affordable Phase, the Developer must deliver to GLA's Solicitors a certified copy of the completed form of transfer.

6. the Developer shall on or before the transfer of the Relevant Affordable Phase enter into a development agreement with the Association for the construction of the Affordable Units and/or Affordable Leasehold Buildings on the Relevant Affordable Phase whereby the Developer is obliged to construct the Affordable Dwellings consistent with the Approved Plans and to a standard which will procure the issue of an Interim Completion Certificate as if one had been required in accordance with Clause 5 upon practical completion of the Affordable Units and/or Affordable Leasehold Buildings on the relevant Affordable Phase and shall provide the Agency with a certified copy of the development agreement upon it being entered into.

SCHEDULE 5 – TRANSFER ETC. OF LEASEHOLD BUILDINGS

1. GLA shall transfer, and the Developer shall receive, the freehold interest in a Leasehold Building to the Developer on the following terms:
 - 1.1 GLA is not obliged to take any step in relation to the transfer of any Leasehold Building until the first Interim Completion Certificate has been issued in respect of a Flat in that Leasehold Building and (if applicable) a Non-Residential Unit in that Leasehold Building is in a state where it ready to receive tenant fit out and is not hoarded and is at the time of the transfer to the Developer in a presentable and tidy state and thereafter kept in such a state;
 - 1.2 the form of transfer shall be substantially in the form of the Transfer (Leasehold Building) attaching a plan delineating the land to be transferred by red edging (such plan to conform with the Estate Layout Plan previously approved by GLA and bearing no other red edging);
 - 1.3 the form of transfer shall be executed by the parties in duplicate;
 - 1.4 on a transfer of any Leasehold Building containing a Non-Residential Unit, the Developer shall enter into a Legal Charge to the GLA to secure any monies due to the GLA in accordance with Part 2 of Schedule 8 and for the avoidance of doubt such charge shall provide a release for all Dwellings contained within the Leasehold Building
 - 1.4 GLA shall not be required to deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
 - 1.5 the Developer shall send the following documents to GLA, executed by the Developer, not less than 10 working days before the anticipated date for completion of the transfer:
 - (a) the form of transfer (in duplicate)
 - (b) Legal Charge (if any)and shall enter into them on completion.
2. GLA need not deliver the form of transfer, executed by GLA, to the Developer or any other person if:
 - 2.1 any payment of the Price due to GLA in accordance with Clause 3 has not been paid;
 - 2.2 any overage payment due to GLA in accordance with Schedule 8 which is due to be paid by the date of the transfer has not been paid.
3. Paragraph 2 shall not apply to such of those Dwellings which fall within the provisions of paragraph 4(f) of Schedule 3 of this Lease

SCHEDULE 6

Not used

SCHEDULE 7 – TRANSFER OF NON-RESIDENTIAL UNITS

1. The Developer shall procure the transfer of the freehold interest in each Non-Residential Unit to a Purchaser at arm's length, with vacant possession, as soon as reasonably practicable.
2. GLA need not take any step in relation to the transfer of any Non-Residential Unit until the Interim Completion Certificate has been issued in respect of that Non-Residential Unit.
3. GLA need not deliver the form of transfer, executed by GLA, to the Developer or any other person if:
 - 3.1 any payment of the Price due to GLA in accordance with Clause 3 has not been paid;
 - 3.2 any overage payment due to GLA in accordance with Schedule 8 which is due to be paid at the date of the transfer has not been paid.
4. Subject to other paragraphs of this Part of this Schedule, GLA will transfer the freehold interest in each Non-Residential Unit to the relevant Purchaser on the following terms:
 - 5.1 the form of transfer shall be in a form to be reasonably agreed by the GLA and attaching a plan delineating the land to be transferred by red edging (such plan to conform with the Estate Layout Plan previously approved by GLA and bear no other red edging);
 - 5.2 the form of transfer shall be executed by the parties in duplicate;
 - 5.3 GLA need not deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person) except in relation to matters arising or registered against GLA's title following the date of this Lease;
 - 5.4 the Developer shall send the following documents to GLA, executed by the Developer and the Purchaser (as the case may be), not less than 5 working days before the anticipated date for completion of the transfer:
 - (a) the form of transfer (in duplicate);
 - (b) any other appropriate documents reasonably required
5. The GLA and the Developer hereby acknowledge that any transfer of a Non Residential Unit is to be made free of the leasehold interest created by this lease, and that upon completion of any such transfer, this lease shall absolutely cease and determine only in relation to the extent of that Non Residential Unit transferred.
4. Within 10 working days after the completion of any transfer of a Non-Residential Unit, the Developer must deliver to GLA's Solicitors a certified copy of the completed form of transfer.

SCHEDULE 8 – OVERAGE AND PRICE ADJUSTMENT

Part 1 - Revenue Overage in relation to Dwellings

1. DEFINITIONS

The following definitions apply:

"BCIS Index"	Means the BCIS Housing Tender Price Index issued by the RICS Building Cost Information Service or where such index ceases to exist an equivalent index as agreed between the parties acting reasonably.
"Calculation Date"	<p>the earlier of:-</p> <p>(a) The date of the last Dwelling Sale at the Land;</p> <p>(b) At GLA's option, at any time after the date on which there remain only 20 Dwellings (or less) on the Land that have not been the subject of a Dwelling Sale; and</p> <p>(c) the Payment End Date</p>
"CIL Contributions"	means any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment payable in relation thereto) applied in relation to land which is payable in relation to Infrastructure due to and following the implementation of planning permission in respect of the Land (including the Community Infrastructure Levy as defined in the Planning Act 2008 and further defined in the subsequent Community Infrastructure Levy Regulations 2010 including any Mayoral CIL save for any payments or obligations made pursuant to s.106 Town and Country Planning Act 1990)
"Dwelling Build Cost Inflation"	means the sum of the Individual Dwelling Build Cost Inflation for each Dwelling authorised by the Planning Permission divided by the total number of Dwellings authorised by the Planning Permission.
"Dwelling CIL/106 Excess"	<p>means the amount in pounds sterling calculated using the following formula:-</p> $X = (A - B) \times 50\%$ <p>Where</p> <p>"X" is the Dwelling CIL/106 Excess</p> <p>"A" is the Total Contributions divided by the total number of Dwellings authorised by the Planning Permission</p> <p>"B" is £6,000</p> <p>Provided that where the application of this formula produces a negative sum then X will equal zero.</p>
"Dwelling Sale"	means the unconditional and completed arm's length open market sale of the freehold interest or any leasehold interest

for a premium of a completed Dwelling including in each case a sale to an Association

"Dwelling Sale Proceeds" means all amounts received or deemed received by the Developer from an individual Dwelling Sale after deducting Incentives and Marketing Costs

"Dwellings Sales Certificate" means a certificate issued by the Developer to GLA confirming:-

- (a) The plot numbers and Dwelling Type of any Dwelling subject to a Dwelling Sale;
- (b) The Total Dwelling Sale Proceeds; and
- (c) Any Revenue Overage payable from the Developer to GLA.

"Dwelling Type" means the type of Dwelling confirming the number of bedrooms bathrooms and garages

"Incentives and Marketing Costs" means any incentives and Marketing Costs which in the case of incentives are treated as being the normal current and usual incentives offered by a residential developer in the open market to secure the sale of a Dwelling as would be disclosed in the CML Disclosure of Incentives Form. For each and every Dwelling the value of such incentives and Marketing Costs shall never exceed 7.5% of the gross value payable on a sale of each Dwelling and not on a cumulative basis

"Individual Dwelling Build Cost Inflation" means the amount in pounds sterling calculated using the following formula:-

$$Y = A - B$$

Where:

"Y" is the Individual Dwelling Build Cost Inflation

"A" is a notional build cost for the Dwelling of £187,000 increased in line with the percentage increase (if any) in the BCIS Index from the date the data was last published prior to the date of the Agreement for Lease until the date the data was last published prior to the date of practical completion of that Dwelling

"B" is £187,000

Provided that where the application of this formula produces a negative sum then Y will equal zero.

Marketing Costs

Those costs incurred by the Developer in the sale of a Dwelling capped for each Dwelling at 2.91% of the gross price of a Dwelling and in addition a figure of £500 per Dwelling for the Developer's legal costs

Planning Agreement

means any agreement and/or undertaking required by the Local Planning Authority or other competent public authority or body, and which is to be entered into as a condition of the grant or implementation of the Outline Permission or the Reserved Matters Approval, including any agreement pursuant to anyone or more of Section 38 or Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972, Section 106 of the Act (as amended by the Planning and Compensation Act 1991) or Section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Land or any provision of similar intent

"Revenue Overage"

means the amount in pounds sterling calculated using the following formula:-

$$(A - B) \times 50\% = C$$

where

"A" is the Total Dwellings Sale Proceeds

"B" is the Revenue Threshold Amount

"C" is the Revenue Overage payable to GLA

"Revenue Threshold Amount"

means the amount in pounds sterling calculated using the following formula:-

$$A \times B = C$$

where

"A" is £349,484 plus

(a) the Dwelling Build Cost Inflation

(b) the Dwelling CIL/106 Excess

"B" is the total number of Dwellings authorised by the Planning Permission

"C" is the Revenue Threshold Amount

"Total Contributions"

means the total cost of all works and contributions required pursuant to any Planning Agreement(s) and/or CIL Contributions resulting from the Planning Permission

"Total Dwellings Sale

means the total amount in pounds sterling of Dwelling Sale Proceeds

Proceeds"

at the Calculation Date

1. PAYMENT OF REVENUE OVERAGE

- 1.1 The Developer will supply to GLA a draft Dwellings Sales Certificates on the date 6 months after the Commencement Date and thereafter at 6 monthly intervals and on the Calculation Date.
- 1.2 If on the Calculation Date the Dwellings Sales Certificate shows Revenue Overage is due to GLA the Developer will within 20 Working Days after the Calculation Date pay to GLA the Revenue Overage.
- 1.3 If on the Calculation Date:-
- (a) there are Dwellings that are the subject of a contract for Dwelling Sale but such contract has not been completed then completion of such contract be deemed to have taken place on the day preceding the Calculation Date; and
 - (b) if there are Dwellings that are not subject to a Dwelling Sale or contract for a Dwelling Sale then there shall be carried out a valuation as at the Calculation Date of the Dwelling at market value based upon its permitted use, such market value of the Dwelling to be agreed or (if not agreed), determined under Clause 19 in accordance with the definition of Market Value in the Red Book current as at the date of this Lease;
 - (c) following determination of the market values of the Dwelling(s) referred to in paragraph 2.3.(b) the valuation determined will be deemed to be the Dwelling Sales Unit Proceeds for those Dwelling(s) and will be deemed to have been received on the day preceding the Calculation Date.

2. DWELLING SALES

The Developer will procure that all Dwelling Sales (including those sold to any Association) are on arms length bona fide terms.

3. NO LETTINGS

The Developer will not dispose of any Dwelling other than by way of a freehold or on the basis of a lease of at least 125 years at a premium.

4. OPEN BOOK AND GOOD FAITH

4.1 The Developer will:

- (a) adopt an open book approach to all matters of accounting in relation to the Development and keep full and detailed financial and other records information and particulars concerning the Development including records of all Development Costs all Development Receipts and Development Profits
- (b) make available for inspection by (or provide copies to) GLA within a reasonable time of being requested so to do all details and information reasonably necessary to verify Development Costs and Development Receipts and allow GLA to take photocopies thereof
- (c) assist GLA in good faith in providing such information as it shall reasonably require for the purpose of establishing the amount of the Development Costs
- (d) act in good faith in connection with the obligations contained in this Schedule and in dealings with GLA; and

- (e) use reasonable endeavours to maximise the Revenue Overage so far as is consistent with the provisions of this Agreement.

5. DISPUTES

Any disputes will be dealt with under Clause 19.

Part 2 – Overage in relation to Non-Residential Units but excluding the Existing Buildings

1. DEFINITIONS

For the purposes of Part 2 of this Schedule the following expressions shall have the meaning set out below:

"Accountant" means a fellow of the Institute of Chartered Accountants

"GLA's Overage" means:-

$$\frac{A-(B+C)}{2} = D$$

2

where:-

"A" is Development Receipts

"B" is Development Costs

"C" is Developer's Priority Share

"D" is GLA's Overage

"Development Costs" means those reasonable and proper costs properly incurred by or on behalf of the Developer relating to the carrying out and completion of the relevant Non-Residential Unit and including for the avoidance of doubt a fair and reasonable proportion of £1,000,000 on the basis that this amount is the land price attributable to all the land on which the Non-Residential Units will be built as a whole but excluding for the avoidance of doubt any portion of the Price or other land value attributable to such Non-Residential Unit

"Developer's Overage" means:-

$$\frac{A-(B+C)}{2} = D$$

2

where:-

"A" is Development Receipts

"B" is Development Costs

"C" is Development Priority Share

	"D" is Developer's Overage
"Development Profit"	means $A - B = C$ where "A" is Development Receipts "B" is Development Costs "C" is Development Profit
"Developer's Priority Share"	means $A \times 20\% = B$ Where: "A" is Development Costs "B" is Developer's Priority Share
"Sale"	means the transfer of a freehold interest or grant of a lease of 125 years or more at a premium
"Development Receipts"	means the aggregate of all the consideration or other proceeds received or receivable whether before or after the date of this Agreement by or on behalf of the Developer: (a) from a Sale; or (b) the market value of any Deemed Sale.
"Sale Date"	means the date of the Sale of a Non-Residential Unit
"Calculation Date"	means in relation to the Non-Residential Unit the earlier of: (a) the Sale Date; or (b) the date being 24 months after the Interim Completion Certificate for that Unit
"Market Value"	means as set out in the Red Book current at the date of this Lease
"Receipts Account"	means an account with a banking institute in the UK (including Bank of Scotland Plc) to be opened in the joint names of the Developer and GLA (or in the Developer's name if GLA so nominates) which is interest bearing

2. OPEN BOOK AND GOOD FAITH

2.1 The Developer will:

- 2.1.1 adopt an open book approach to all matters of accounting in relation to the Development and keep full and detailed financial and other records information and particulars concerning the Development including records of all Development Costs all Development Receipts and Development Profits
- 2.1.2 make available for inspection by (or provide copies to) GLA within a reasonable time of being requested so to do all details and information reasonably necessary to verify Development Costs and Development Receipts and allow GLA to take photocopies thereof
- 2.1.3 assist GLA in good faith in providing such information as it shall reasonably require for the purpose of establishing the amount of the Development Costs; and
- 2.1.4 use reasonable endeavours to maximise the Development Profit so far as is consistent with good estate management and development management and the provisions of this Agreement.

3. SALES AND INFORMATION TO BE SUPPLIED TO GLA

- 3.1 If the Developer proposes to make a Sale then prior to such Sale the Developer shall provide written details of that Sale to GLA stating the terms of such Sale and the amount of the Development Receipts accruing therefrom.
- 3.2 Within 30 Working Days before the anticipated Sale of each Non-Residential Unit the Developer will deliver to GLA a statement confirming the Developer's best estimate of the details set out in paragraph 3.3.
- 3.3 Within 10 Working Days after the Sale of each Non-Residential Unit the Developer shall deliver to GLA a statement providing details as at the Sale Date of:
 - 3.3.1 Development Costs
 - 3.3.2 Development Receipts
 - 3.3.3 Development Profit
 - 3.3.4 Developer's Priority Share
 - 3.3.5 GLA's Overage; and
 - 3.3.6 Developer's Overage.

4. DEVELOPMENT COSTS

In calculating at the Sale Date the amount of any Development Costs:

- 4.1 any expenditure which accrues over or relates to a period will if apportionment is necessary be treated as accruing from day to day throughout the period to which it relates and will be apportionable accordingly; and
- 4.2 any expenditure that cannot be calculated on an apportionment basis by the Sale Date will as far as practicable be estimated on a fair and reasonable basis.

5. DEEMED SALES

- 5.1 Where a Non-Residential Unit has not been Sold by the relevant Calculation Date for that Non-Residential Unit a Deemed Sale will occur on the relevant Calculation Date and the Developer and GLA shall endeavour to agree the Market Value of the relevant

Non-Residential Unit within one month after such Deemed Sale. The Market Value as agreed or determined shall be deemed to be a Development Receipt from the date 24 months after the Interim Completion Certificate.

6. DISTRIBUTION OF DEVELOPMENT PROFIT AND OVERAGE

- 6.1 Within 20 Working Days of delivery of the statement referred to at paragraph 3.1 the parties will use all endeavours to agree the Development Profit the Developer's Priority Share GLA's Overage and the Developer's Overage. If the Parties are unable to agree such amount within 20 Working Days after the Sale Date then at any time thereafter either party may require the Development Profit the Developer's Priority Share GLA's Overage and the Developer's Overage to be determined by an Accountant to act as Expert under Clause 19.
- 6.2 Payment of GLA's Overage will be made by the Developer to GLA within 10 Working Days after the later of:-
- 6.2.1 the Calculation Date; and
- 6.2.2 the date that the same is agreed or determined pursuant to the provisions of this Schedule.
- 6.3 Payment of the Developer's Overage will be made at the same time as GLA's Overage under paragraph 6.2.

7. DISPUTES

If any dispute arises between the Parties on a matter in this Schedule then the matter shall be determined in accordance with Clause 19 of this Lease.

8. LEASEHOLD BUILDINGS

For the avoidance of doubt the transfer of a Leasehold Building will not:

- 8.1 relieve the Developer of its obligations in this Part 2 of Schedule 8 upon the subsequent sale (or grant of a long lease exceeding 125 years) of any Non-Residential Unit.
- 8.2 trigger the payment of GLA's Overage set out in this Part 2 of Schedule 8

Part 3 – Existing Buildings Overage

1. DEFINITIONS

For the purposes of Part 3 of this Schedule the following expressions shall have the meaning set out below:

"Final Sale Date" means the date of the final transfer of a freehold interest or grant of a lease of 125 years or more at a premium in respect of the whole of the Existing Buildings by the Developer

"Sale" means the transfer of a freehold interest or grant of a lease of 125 years or more at a premium

"Sale Date" means the date of the Sale of the first of the Existing Buildings

"Calculation Date" means the Sale Date;

2.1.1

2. SALES AND INFORMATION TO BE SUPPLIED TO GLA

If the Developer proposes to make a Sale of the Existing Buildings then prior to such Sale the Developer shall provide written details of that Sale to GLA stating the terms of such Sale and confirmation of the transfer or lease price.

3. DISTRIBUTION OF OVERAGE

3.1 On the Calculation Date the Developer shall pay to the GLA a sum of Seven Hundred and Fifty Thousand Pounds (£750,000)

3.2 On the Final Sale Date, the sum received by the Developer for the Sale of the Existing Buildings less the sum of £750,000 paid under clause 3.1, shall be apportioned between the Non Residential Units and the Dwellings and the sum apportioned to the Dwellings shall be added to the Dwelling Sale Proceeds as defined under Part 1 of this Schedule 8 and the sum apportioned to the Non Residential Units shall be added to the Development Receipts as defined under Part 2 of this Schedule 8

4. DISPUTES

If any dispute arises between the Parties on a matter in this Schedule then the matter shall be determined in accordance with Clause 19 of this Lease.

Part 4 – Price adjustment

1. At the date of this Lease:

- 1.1 the Price was agreed on the basis that the Total Contributions (as defined in Part 1 of this Schedule 8) could not at the date of this Lease be confirmed as not all costs are yet known.
- 1.2 In lieu of a final agreed figure for the Total Contributions, a notional figure of £6,000,000 was agreed and the Price payable pursuant to Clause 3.2 includes a deduction of £3,000,000 (50% of the notional Total Contributions).

2. On the Calculation Date:

- 2.1 the parties shall agree the final Total Contributions figure and if it exceeds £6,000,000, 50% of the excess over £6,000,000 shall be deducted from any Revenue Overage or if no Revenue Overage is payable, shall be paid by the GLA on the date which the payment of any Revenue Overage would have been paid if due and if the figure is less than £6,000,000 50% of the saving shall be added to any Revenue Overage or if no Revenue Overage is payable, shall be paid by the Developer on the date which the payment of any Revenue Overage would have been paid if due.

SCHEDULE 9 – SALE REPORT

Estate:

Plot:

Dwelling Type: *[Specify number of bedrooms, bathrooms and garages]*

Postal Address:

Full Name(s) of Purchaser:

Developer:

Building Lease: the Building Lease dated [] relating to the Estate and made between (1) GLA Land and Property Development Limited [and] (2) the Developer [and (3) the Surety]

As solicitors for and on behalf of the Developer we certify as follows:

- (a) that a transfer of the above plot in the agreed form without amendment was completed on [] to the Purchaser;
- (b) that the consideration paid by the Purchaser for the transfer (which for the avoidance of doubt does not include ground rent, rent charge and/or service charge) was £[]

[We attach a completed copy of the CML Disclosure of Incentives Form prepared by the Developer in respect of the above plot] or [We confirm that there was no borrowing by the Purchaser and therefore a CML Disclosure of Incentives Form was not required]

SIGNED

Developer's Solicitors

DATE

SCHEDULE 10 – EMPLOYMENT AND SKILLS PLAN

Overview

The Employment and Skills Plan sets out the process by which the Developer can ensure that skills development and employment initiatives are integrated within its construction scheme for the Development. This is achieved by the implementation and observation of the Employment and Skills Plan.

Obligations

1. Prior to the Commencement Date the Developer shall provide GLA with contact details of the Developer's nominated representative responsible for liaising with GLA's Representative in respect of the Employment Commitments
2. The Developer shall provide to GLA's Representative on a quarterly basis in accordance with the dates set out in paragraph 3. a report (in a format to be agreed with GLA) outlining the achievements during the previous quarter against the Employment Commitments, Employment and Skills Plan and Method Statement and will provide details of the various employment and skills activities delivered in the previous quarter
3. The report referred to in paragraph 2 shall be provided to GLA's Representative on the following dates:
 - 3.1 **31 July** for the period 1 April to 30 June
 - 3.2 **31 October** for the period 1 July to 30 September
 - 3.3 **31 January** for the period 1 October to 31 December
 - 3.4 **30 April** for the period 1 January to 31 March
4. The GLA's Representative shall be responsible for monitoring compliance with and implementation of the Employment and Skills Plan and the Method Statement and such monitoring shall form part of GLA's assessment of the Developer's compliance with the Employment Commitments
5. The Developer shall provide written confirmation and such evidence as GLA may reasonably require that the Employment Commitments have been achieved in respect of the Development
6. The Developer and GLA's Representative shall attend a meeting (to be convened by GLA's Representative) on practical completion of the Development as a whole to review the completed Development and the Developer's performance against the Employment Commitments and its compliance and implementation of the Employment and Skills Plan and Method Statement and to consider the scope for further improvement on future projects
7. Any and all costs relating to the compliance and implementation of the Employment and Skills Plan and Method Statement will be the responsibility of the Developer

SCHEDULE 11 – FORM OF GOLDEN BRICK AGREEMENT

SCHEDULE 12 – COVENANTS BY SURETY

1. DEVELOPER'S COVENANTS

In this Schedule **Developer's Covenants** means the covenants, terms, conditions, agreements, restrictions, stipulations and obligations falling to be complied with by the Developer under this Lease.

2. INDEMNITY BY SURETY

The Developer or the Surety shall while the Developer remains bound by the Developer's Covenants comply with the Developer's Covenants and the Surety shall indemnify GLA against all claims, demands, losses, damages, liabilities, costs, fees and expenses sustained by GLA by reason of or arising out of any default by the Developer in complying with the Developer's Covenants.

3. SURETY JOINTLY AND SEVERALLY LIABLE WITH DEVELOPER

The Surety shall be jointly and severally liable with the Developer (whether before or after any disclaimer by a liquidator or trustee in bankruptcy or any forfeiture of this Lease) for the fulfilment of all the obligations of the Developer under this Lease and agrees that GLA in the enforcement of its rights under this Lease may proceed against the Surety as if the Surety were named as the Developer in this Lease.

4. WAIVER BY SURETY

The Surety waives any right to require GLA to proceed against the Developer or to pursue any other remedy whatsoever which may be available to GLA before proceeding against the Surety.

5. NO RELEASE OF SURETY

None of the following or any combination of them shall release, discharge or lessen or affect the liability of the Surety under this Lease:

- 5.1 any neglect, delay or forbearance of GLA in endeavouring to obtain payment of any sums due under this Lease or in enforcing compliance with the Developer's Covenants;
- 5.2 any refusal by GLA to accept any payment tendered by or on behalf of the Developer at a time when GLA is entitled (or would after the service of a notice under section 146 of the Law of Property Act 1925 be entitled) to re-enter the Land;
- 5.3 any extension of time given by GLA to the Developer;
- 5.4 save as provided for in the Landlord and Tenant (Covenants) Act 1995 any variation of the terms of this Lease or the transfer of GLA's reversion or the assignment of this Lease;
- 5.5 any surrender by the Developer of any part of the Land (in which event the liability of the Surety shall continue in respect of the part of the Land not so surrendered after making any necessary apportionments);
- 5.6 any other act, omission, matter or thing whereby but for this provision the Surety would be exonerated wholly or in part (other than a release under seal given by GLA).

6. DISCLAIMER OR FORFEITURE OF LEASE

6.1 If the Developer (being an individual) becomes bankrupt or (being a company) enters into liquidation and the trustee in bankruptcy or liquidator disclaims or surrenders this Lease or this Lease is forfeited then the Surety shall (if it gives written notice to GLA within 65 Working Days after such disclaimer or other event) accept from and execute and deliver to GLA a counterpart of a new lease of the Land (the proper and reasonable costs of which shall be borne by the Surety) and GLA shall grant such new lease to the Surety:

- (a) to take effect from the date of the disclaimer or other event;
- (b) for a term beginning on the date of the disclaimer and equal in length to the residue of the term granted by this Lease which would have remained had there been no disclaimer;
- (c) reserving by way of yearly rent an amount equal to the yearly rent payable immediately before the date of the disclaimer or other event such yearly rent to be payable from that date;
- (d) imposing on the Surety the same obligations as the Developer was subject to immediately before the disclaimer or other event; and
- (e) otherwise containing the same terms and provisions as this Lease, including the provisions relating to payment of money, except that the Surety shall not be required to procure that any other person is made a party to the new lease as surety.

6.2 If the Surety does not require to take a new lease, the Surety shall nevertheless on demand pay to GLA a sum equal to the rents and other sums that would have been payable under this Lease but for the disclaimer or other event, from and including the date of such disclaimer or other event for a period of two years or (if sooner) until the date on which a lease or underlease of the Land to a third party is completed.

7. SUPPLEMENTAL DOCUMENTS

The Surety shall at the request of GLA join in any document made supplemental or collateral to this Lease.

8. ADDRESS FOR SERVICE

The Surety shall promptly notify in writing GLA in writing of any change in the Surety's address for service and until such notice has been given the Surety's address for service shall be the Surety's address for service most recently notified in writing to GLA.

SCHEDULE 13 – HEALTH AND SAFETY REPORTS

1. The Developer shall provide to GLA on a quarterly basis a Health and Safety Report containing the information relating to health and safety performance. As a minimum the Health and Safety Report will contain the following information:
 - 1.1 Accident incidence rates per 100,000 workers ("**AIR**") involved in the [works associated with the Development], listing by month and rolling annual frequency rate for the lifetime of the works comprising the Development:
 - (a) accidents resulting in greater than three days lost time
 - (b) major injuries
 - (c) fatalities
 - (d) reportable diseases

all as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time), in accordance with the formula:

$$\text{AIR} = (A/N) \times 100,000$$

where: A = the number of accidents or incidents of the defined type during the period

N = the average number of workers on the site during the period

 - (e) reportable injuries to members of the public
 - 1.2 A listing in respect of the works comprising the Development by month, and the rolling annual rate, showing the number of:
 - (a) days lost due to accidents occurring on the Land or ill-health incurred by workers directly from the said works on the Land
 - (b) dangerous occurrences as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time)
 - (c) enforcement notices served by the regulatory authorities served by the Health & Safety Executive
 - 1.3 A summary in respect of the works comprising the Development of:
 - (a) all accident investigations carried out in the relevant quarterly period
 - (b) all actions taken to rectify any identified health and safety deficiencies
 - (c) all initiatives to improve health and safety undertaken in the period (e.g. site inspections, tool box talks etc)
 - (d) all visits by the Health & Safety Executive, the Police or the Environment Agency to the Land undertaken in the relevant quarterly period

SCHEDULE 14 – TITLE MATTERS

1. The rights, covenants, easements and other matters contained or referred to in the Property Register and Charges Register of the Registered Title as at SGL610743.
2. Agreement dated 12 September 1935 made between (1) the London County Council and (2) The County of London Electric Supply Company Limited.
3. Agreement dated 13 May 1918 made between (1) Horace Tucker and Gertrude Tucker and (2) The London County Council.
4. Wayleave Consent dated 1 May 1957 made between (1) The Minister for Health and (2) The South Eastern Electricity Board.
5. Agreement dated 3 November 1980 made between (1) The Secretary of State for Social Services (2) Graham Richard John Fryer and (3) London Borough Council.
6. Agreement dated 8 January 1962 made between (1) The Minister of Health and (2) The South Eastern Electricity Board.
7. Lease dated 1 March 1967 made between (1) the Minister of Health and (2) Thomas Herbert Kent.
8. Deed dated 20 March 1970 made between (1) the Secretary of State for Social Services and (2) John Allan Kent.
9. Deed dated 20 November 1992 made between (1) John Allan Kent and (2) the Secretary of State for Health.
10. Lease dated 10 July 1998 made between (1) John Allan Kent and (2) the Secretary of State for Health.
11. Letting Agreement dated 4 April 2007 made between (1) the Secretary of State for Health and (2) John Allan Kent.
12. Lease dated 25 June 1981 made between (1) the Secretary of State for Social Services and (2) the British Broadcasting Corporation.
13. Lease dated 8 October 2002 made between (1) the Secretary of State for Health and (2) O2.
14. Agreement dated 5 February 1998 made between (1) the Secretary a State for Health and (2) Orange Personal Communications Services Limited.
15. Lease of Easement dated 5 February 1998 made between (1) the Secretary a State for Health and (2) Orange Personal Communications Services Limited and (3) John Allan Kent.
16. Lease dated 14 July 1949 made between (1) the Minister of Health and (2) The South Eastern Electricity Board.

Annexures

1 Plan

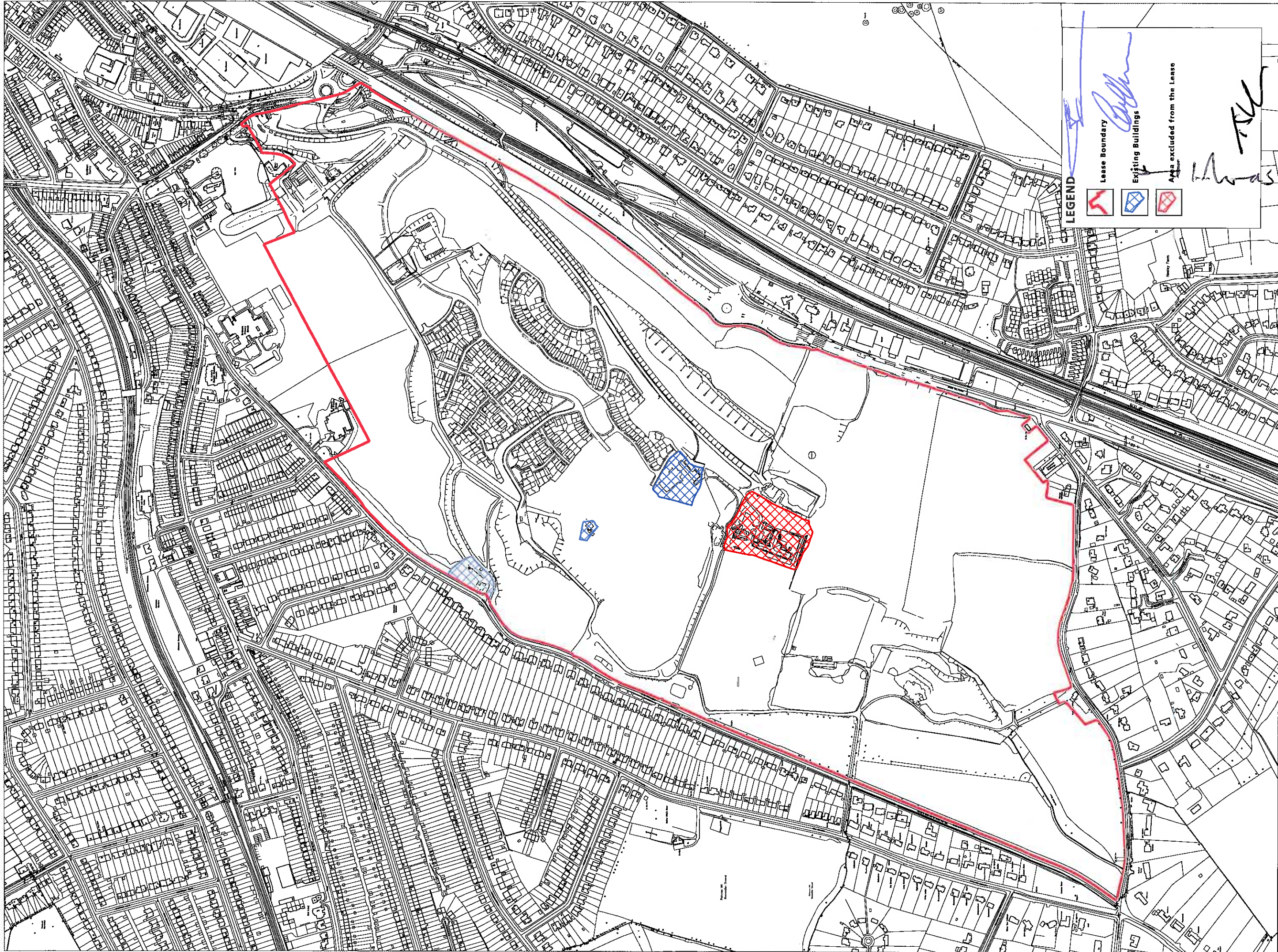
2 Development Strategies

3 Bond

4 Affordable Development Agreement

5 Legal Charge

6 Easement Plan



- LEGEND**
- Lease Boundary
 - Existing Buildings
 - Area excluded from the Lease

Handwritten signatures and initials:
[Signature]
[Signature]
[Signature]

revision	date	drawn	description
1	20.02.15	VMB	Initial issue
2	08.06.15	VMB	Update boundary to include A23

Notes:
Do not scale from drawings unless by agreement with IFA. Use Figure dimensions only.
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Lease Plan

Client / Job name
BARRATT DEVELOPMENTS
Cane Hill - Outline Application

106-110, Knapton Town Road, London, UK, NW1 9PX
P: 020 7465 8535 F: 020 7465 1232 info@ifa.co.uk



CHC-SK-150529-001

drawing number

B

revision

Job reference
BAR-CHC

Scale
1:5000 @ A3

drawn
ALC

PLANNING

PERFORMANCE BOND

TO:

WHEREAS:

- A. By a Lease dated [] and made between [GLA Land and Property Limited (GLA) BDW Trading Limited (Developer) and Barratt Developments PLC (Surety)] (the "Lease") the Developer agreed to pay to the GLA the Price in two instalments payable in accordance with clause [3.2] of the Lease. The Parties agreed that until the second instalment of 75% of the Price was paid the GLA would not transfer more than 25% of the Dwellings by number [(in accordance with Schedules 3 to 7 of the Lease)] the subject of the Lease save where the Developer had delivered to it a Bond securing part of the second instalment of the Price (up to the Maximum Sum) in relation to additional Dwellings as provided for in the Lease at clause [].
- B. Pursuant to the Lease, the Developer has agreed to procure a performance bond by way of security for its performance of its obligations in Clause 3.2 of the Lease, in such form as the GLA requires.
- C. We have agreed to provide a performance bond in favour of GLA in the manner hereinafter appearing in discharge of the Developer's obligation to provide such bond.

IN CONSIDERATION of the GLA accepting our obligations herein contained in discharge of the Developer's obligation to provide such bond we [Bondsman] of [address] hereby irrevocably and unconditionally agree to make payment to the GLA of any amount or amounts up to or equal in aggregate to the Maximum Sum (as hereinafter defined) and accordingly covenant with the GLA and agree as follows:

1. Defined terms used in this Bond shall have the meanings given to them in the Lease unless otherwise stated.
2. The Maximum Sum as defined herein shall be [£140,000 x 50], paid by us to the GLA in accordance with Clause 5 below.
3. Upon receipt of a written demand or demands made by the GLA upon us in the form set out in the Appendix to this Bond (a "Demand") from time to time or at any time, and:
 - 3.1 without our being entitled or obliged to make any enquiry of the GLA, Developer or any other person;
 - 3.2 without the need for the GLA to take any legal action against or to obtain the consent of the Developer or any other person;
 - 3.3 notwithstanding any objection by the Developer or any other person;
 - 3.4 without any proof or conditions; and
 - 3.5 without any right of set-off or counterclaim,

we shall forthwith pay to the GLA the amount or amounts specified in such Demand or Demands, not exceeding in aggregate the Maximum Sum. The GLA may make as many separate Demands hereunder as it thinks fit.

4. Any Demand referred to in Clause 3 shall be deemed to be sufficiently served upon us if the GLA delivers to us, in accordance with requirements of Clause 10, a Demand signed by a duly authorised person.
5. Subject to Clauses 2 and 4 above, we shall within two business days after receiving a Demand pay to the GLA the sum so demanded to the place or account set out in the Demand.
6. Subject to Clauses 2 and 4 above, any Demand hereunder shall be conclusive evidence (and admissible as such) of our liability to pay the GLA and of the amount of the sum or sums which we are liable to pay the GLA. Our obligation to make payment under this Bond shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might, were our liability hereunder to be secondary rather than primary, operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not known to us or the GLA:
 - 6.1 any time or waiver granted to the Developer;
 - 6.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Developer;
 - 6.3 any legal limitation, disability or incapacity relating to the Developer;
 - 6.4 any variation of or amendment to the Lease, or any other document or security so that references to the Lease in this Bond shall include each such variation and amendment;
 - 6.5 any unenforceability, invalidity or frustration of any obligation of the Developer or any other person under the Lease or any other document or security, waiver by the Developer of any of the terms, provisions, conditions, obligations and agreements of the Developer or any failure to make demand upon or to take action against the Developer; and/or
 - 6.6 any event of insolvency which might occur in relation to the Developer.
7. Save in respect of any Demand served upon us prior to such date, this Bond shall expire upon the earlier of (i) payment of the balance of the Price in full and (ii) the date being 1 year from the date the Price is payable in accordance with Clause 3.2 of the Lease.
8. The GLA may assign the benefit of this Bond and all rights and powers hereunder to any statutory successor but may not otherwise transfer or assign the benefit of this Bond without our prior written consent such consent not to be unreasonably withheld or delayed provided that any such assignment shall have no effect on us until we have received notice of the same.
9. All Demands, notices or other communications required with this Bond shall be made in writing and signed by authorised signatories of the GLA such signatories to be authenticated by the GLA's solicitor or bank and must be delivered by hand or by recorded/special delivery post to the relevant address below or such other address as a party may notify to the other in writing by not less than five business days prior notice.

For service upon us: **[address for service]**

For service upon the GLA: **[address for service]**

For service upon the Developer: **[address for service]**
10. Any such Demand, notice or communication shall be received only when delivered in accordance with Clause 9 of this Bond.

11. This Bond shall be governed by and construed in accordance with the laws of England and Wales and we hereby agree to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim arising out of this Bond.
12. Nothing in this Bond confers or purports to confer on any third party any benefit or any right to enforce any term of this Bond which that third party would not have had but for the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Bond has been executed and delivered as a Deed on the day of 20[].

SIGNED as a **DEED** by)
)
)
 as the attorney on behalf of)
 [Bondsman])
 in the presence of:)

Witness:

Name:

Address:

Occupation:

APPENDIX

FORMAL DEMAND

[Bondsman's name and address for service]

Dear Sirs

LEASE FOR [LEASE DETAILS] (THE "LEASE")
BOND NO. [NUMBER] (THE "PERFORMANCE BOND")

We refer to the above Lease and Performance Bond.

We hereby certify that:

EITHER

(1) The Developer is in breach of its obligation to pay the Price in accordance with Clause 3.2 of the Lease.

OR

(2) The Developer has become Insolvent (as defined in the Lease).

OR

(3) The Lease has been forfeited in accordance with the provisions of Clause 15 of the Lease.

In accordance with the terms of the Performance Bond we hereby demand payment by you of the sum of **[insert sum in words and figures]** to the following account:

[insert bank account details]

Yours faithfully

.....
For and on behalf of

Dated []

CANE HILL

Community Engagement Strategy

September 2014



CONTENTS

1.0 INTRODUCTION & BACKGROUND

2.0 POST PLANNING COMMUNITY ENGAGEMENT STRATEGY

3.0 MONITORING

1.0 INTRODUCTION & BACKGROUND

Barratts Developments has recently obtained planning approval for the redevelopment of the Cane Hill site in Coulsdon. This is a significant development which will deliver up to 677 new homes, commercial and community uses along with highways/drainage/landscape infrastructure.

Barratt Developments, through our Community Charter, are committed to improve relationships with local people affected by new developments through consultation and engagement. Although the Cane Hill development will be delivered by 2 brands of the Barratt Group, namely Barratt Homes and Ward Homes both parties are signed up to this Charter. These Barratt brands will take a co-ordinated approach and will work together, with the GLA to the implementation the community engagement strategy.

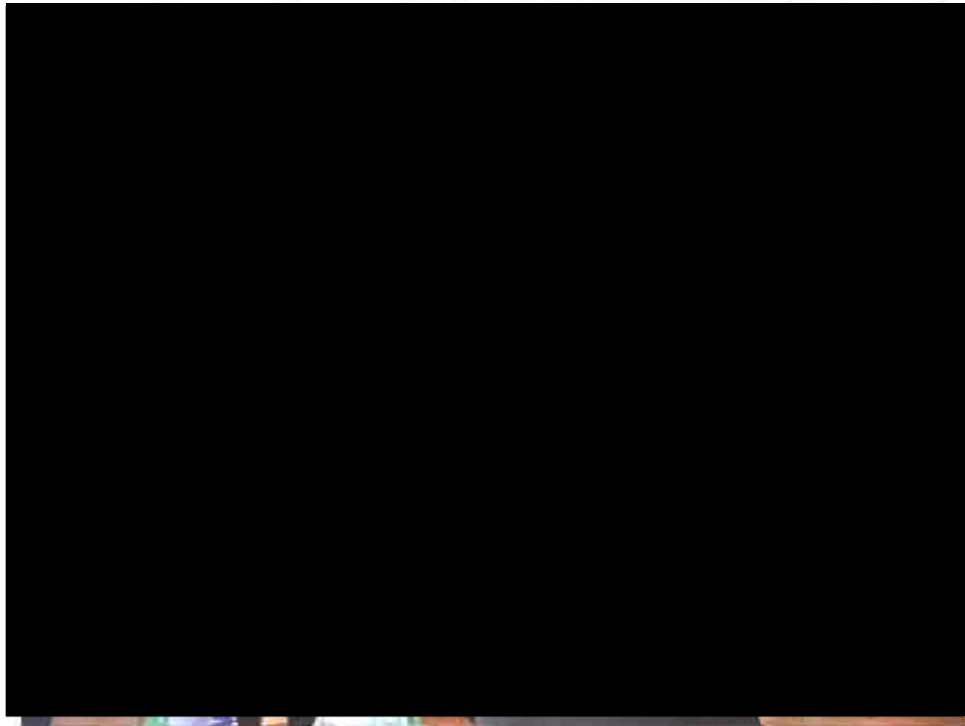
Our overall objective is to be regarded as a key player in the future development of communities and so for Cane Hill we aim to leave a positive legacy based on a good experience which endures beyond the physical completion of the dwellings and the overall development.

With construction programmed to commence in Autumn 2014, delivered over four phases and running over a number of years, it is important that Barratt Homes, Ward Homes and the Design Team build on the channels of communication established with a wide range of audiences during the planning stage (including local residents, politicians and planners at London Borough of Croydon, and the local media) from the outset. For full details of the consultation carried out during the pre-planning stage please refer to the 'Cane Hill CH4.5 Statement of Community Involvement', which was submitted as part of the hybrid planning application in July 2013.

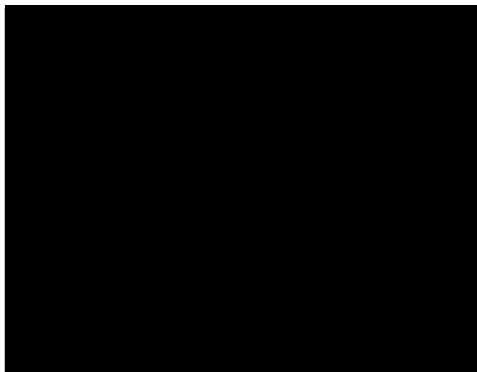
Effective stakeholder and issues management during the initial construction phases will be critical in ensuring minimal disruption and delay to the works themselves, as well as for protecting our corporate reputations and, ultimately, in supporting the eventual marketing of the development. The objectives for the Community Engagement strategy to support the Cane Hill development are therefore clear:

- To keep the local community and all interested stakeholders fully informed of the start, and progress, of construction.
- To maintain local support for the overall vision for the development of Cane Hill throughout the construction process, thereby supporting the work of the Design Team in securing community support for subsequent reserved matters applications.

- To protect and enhance our reputation as an organisation that can deliver on our aspirations with the minimum of disruption for local communities.



2.0 POST PLANNING COMMUNITY ENGAGEMENT STRATEGY



The pre-planning consultation process established expectations about the attitude and approach of the company to the development. These expectations need to be fulfilled throughout the construction and sales phases.

The Cane Hill development aims to leave a positive legacy which takes several forms:


- a) A quality product that meets the expectations of the planning proposals
- b) The delivery of a new on-site community resource which is accessible to new and existing communities
- c) An addition to the social infrastructure (support for local organisations)

The provision of the legacy should be done in such a way that there is, as appropriate, a proper handover process to previously agreed timescales. We will ensure that the community is clear about the timetable for the completion of the legacy.

Apart from carrying out the development that is in keeping with planning and other regulatory consents, it is important to keep key stakeholders on side, therefore:

- People's existing democratic rights to object will be respected and a professional non judgemental and positive attitude will be maintained at all times, but it is acceptable to 'agree to disagree'.
- We will accommodate reasonable requests wherever possible, and where this cannot be done explain why. We will not raise false expectations.
- We will not ignore or refuse to engage with organised protest groups. We will initiate a meeting with spokespersons from these groups, or individual objectors such as neighbours, on a one-to-one basis but try to avoid a public meeting where we cannot control the agenda or outcomes.

During the life of the development we will look at opportunities to update the community via organised site visits, meetings, website updates, newsletters and/or through the local press. On similar projects we have invited key stakeholders to visit the site for a presentation by our site management team to show the site development sequence and timings, traffic routes and to give full contact details if there are any questions about our operations.



Safety in and around our development site is of one of the important considerations. As part our commitment to engage with young people, Barratt has introduced a mascot called 'Barry Barratt' and other safety material including a book aimed at providing a message to children on the potential dangers of playing on a construction site. A short presentation and film has been commissioned which highlights incidents that can occur and the potential consequences if children play on construction sites. On similar projects we invite and encourage organised visits by local school children, or presentations at schools if preferred, to learn about the construction process and to make the children aware of the dangers that building sites present.

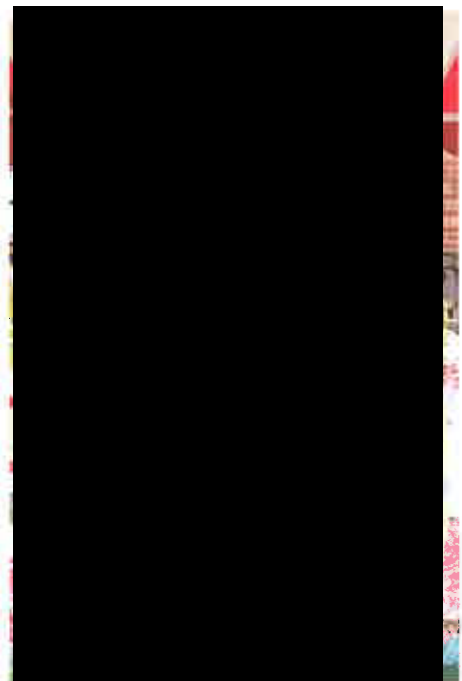
Site staff have a key role in maintaining good community relationships and will be sensitive to any concerns that may be expressed. In addition an established contact or liaison group will provide a mechanism for continuing dialogue and help build and protect corporate reputation.



We also aim to continue to work closely with the local stakeholders, residents' association and schools on the promotion and delivery of local projects. To date we have sponsored the Christmas lights in Coulsdon Town Centre and the Food Fair in Croydon.

On Cane Hill we will:

- Engage with local schools, specifically through 'Barry Barratt'
- Organise stakeholder site visits as and when appropriate
- Set up a telephone hotline to log and address complaints
- Distribute quarterly newsletter for the first two years of the build programme. Thereafter the timescales will be reviewed and if appropriate will reduce to every 6 months
- Maintained and update project website regularly with details of evolving detailed proposals, the build programme, and delivery of key social infrastructure
- Seek to set up a resident's liaison group to meet bi-monthly to discuss evolving detailed design proposals and site issues. This will be reviewed with the local community groups on a regular basis to agree the timescales and format for on-going dialogue.
- Liaise with media to provide updates on project milestones



- Liaise with the local community to identify areas where we can sponsor/support local community events

In addition we will organise a pre-sales event with local VIP's, GLA and key stakeholders to promote the development in the local and national media.

3.0 MONITORING

Details of events and both positive and negative comments will be logged along with key actions and steps taken. These will be reviewed with the GLA on a regular basis.

The actions identified in this strategy will be reviewed with the GLA and key stakeholders on a regular basis and amended to take account of local concerns and activities where appropriate.

CANE HILL

CANE HILL



BARRATT
DEVELOPMENTS PLC

CH 4.10 Management Strategy



July, 2013

Management Strategy

For:



**BDW
Trading Limited**

**Cane Hill
Coulson**

Document CH4.10

July 2013

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a) INTIAL MANAGEMENT

b) SERVICE CHARGES

c) PUBLICALLY ACCESSIBLE REALM

d) LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN

e) SERVICE STANDARDS PERFORMANCE

f) PERFORMANCE MANAGEMENT FOR TENANT-OWNED PROPERTIES

g) PROCUREMENT

h) ADDITIONAL SERVICES

4.0 NEXT STEPS

1.0 INTRODUCTION

1.1 This Estate Management Strategy forms part of the Hybrid Planning Application submitted by the developer BDW Trading Limited (BDW), for the Cane Hill. The strategy needs to be flexible and adaptable to ensure that it reflects the final phasing and design of the development. As such it is submitted for indicative purposes only as part of this planning application and should be read in conjunction with the full application.

1.2 This document sets out the key considerations for the management of the development. A more detailed Estate Management Strategy will evolve in time in consultation with Croydon Council and other key stakeholders.

2.0 THE DEVELOPMENT

2.1 Cane Hill is a residential-led development set within 78.7 hectares (ha) of green belt which comprises of approximately 33.4ha of development area and 45.3ha of agricultural land, within which there will be a new public footpath network. This report explains the basic principle as to how BDW will undertake the on-going management of the development and the surrounding land and footpaths.

2.2 The areas of the development and the associated management responsibilities are detailed below:

Area of Development	Management Responsibility
Private Residential Units	Freeholder / Estate Management Co.
Affordable Units	Registered Provider/Estate Management Co.
Chapel	Leaseholder / Estate Management Co.
Administration Building	Leaseholder / Estate Management Co.
Water Tower	Leaseholder / Estate Management Co.
North Lodge	Freeholder
Glencairn & Medium Secure Unit (MSU)	Farm Tenant
Agricultural Area	Farm Tenant
Open Space (incl. SUDs, play areas and woodland)	Estate Management Co.
Public Footpaths	Estate Management Co.
Roads and associated infrastructure (incl. lighting)	Estate Management Co.

2.3 The agricultural land and the freehold of Glencairn and the MSU, will be transferred to the Tenant Farmer. The development will be built over approximately seven years in accordance with the following anticipated timetable:

Development Zone	Anticipated Build Period	Components
Phase 1 Detailed Application	July 2014 to February 2017	187 units comprising of: 155 private units 32 affordable units
Hinge	Sept 2014 to June 2017	86 units comprising of: 22 private units 64 affordable units Plus: B1 Offices or Hotel
South	August 2016 to June 2021	252 units comprising of: 228 private units 24 affordable units Plus: Chapel, Administration Building, Water Tower, North Lodge
Hillside	December 2020 to June 2022	125 units comprising of: 82 private units 43 affordable units

3.0 ESTATE MANAGEMENT

3.1 An Estate Management Company (EMC) will be set up prior to first occupation, with the completed elements being handed over on a phased basis. The EMC's responsibilities for maintenance will include the following:

1. Roads and off street parking courts
2. Street lighting and signage
3. Street furniture and the public realm
4. Open space
5. Public and private footpaths (incl. cycle paths)
6. Play areas and parks
7. Postern and Dunstan Woods
8. SUDs and water features

3.2 The EMC will not be responsible for the maintenance of the following:

1. Private Communal Courtyards
2. Private Gardens
3. Land subject to the Agricultural Tenancy

3.3 The EMC will also be responsible for arranging Public Liability insurances for the areas under management and for arranging periodic Health & Safety audits.

3.4 Once the development has been completed, the freeholder (either GLA or BDW) will transfer title of the land of the remaining site area to the EMC.

a) INITIAL MANAGEMENT

3.5 The EMC will be a newly formed company limited by guarantee, with each property owner being a member and holding equal voting rights at all meetings. BDW will be responsible for setting up the EMC and running the company during the development phase.

3.6 The Directors of the Company will initially be appointed by BDW, who will be responsible for the interim management of the development. Once the development is complete, nominations for Resident Directors will be sought and, depending upon the level of interest applicants may need to be voted in by the Members / Residents.

3.7 Through the EMC, a professional Managing Agent will be appointed to look after the development. The Managing Agent's responsibility will involve collecting service charges from the occupied properties and managing any completed areas / phases that have been handed over to them.

3.8 It is expected that the residents will continue the appointment of the professional Managing Agents, although there will be flexibility for them to appoint another firm should they choose to.

b) SERVICE CHARGES

3.9 The appointed Managing Agents will prepare a detailed management proposal for the scheme, together with a service charge estimate. The service charge will be broken down into sectors with residents contributing on a fair and equitable basis towards the cost of those services from which they receive benefit.

3.10 The general estate costs, from which all the residents receive benefit, will be shared on an equal basis between all the property owners i.e. 1/650th.

c) PUBLICALLY ACCESSIBLE REALM

3.11 The EMC will be required to maintain the areas of public realm, which the community and visitors will be able to enjoy, to a high standard. This will be based upon an approved maintenance plan to be agreed with the residents and other stakeholders.

3.12 The Landscape Strategy, submitted with this application, identifies how the design is intended to help ensure a cost effective approach to the management of the public realm including:

1. A whole life review of material selection to reduce the burden on Estate Management
2. Planting Strategies that promote efficient management of resources
3. The relationship of Landscape components and the built-form, facilitating safe and considered management, maintenance and emergency services
4. Community involvement and / or facilitating the opportunities for stewardship to be integrated.

3.13 The public realm and open space will present an attractive asset and its upkeep will be essential in ensuring its many benefits in terms of health, well-being, and a sense of place are maximised.

d) LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN

3.14 A detailed Plan will be prepared setting out the standard for the future management of the public realm areas of the Estate, including the soft landscaping components, the woodlands and the new Village Green. It will outline how the landscape and streetscape should be managed and how it might evolve in terms of usage, water management and vegetation growth.

3.15 This will become an important document providing a framework and understanding of the management and maintenance for the landscape as a whole. The purpose of such a document is to confirm the structure, principles and objectives of the long-term landscape and nature conservation management, with recreational values, and to provide outline maintenance specification guidance to assess the EMC scope of works for the initial phases. In particular the report will highlight key maintenance operations that will be necessary to ensure the long-term health and vigour of the soft

landscape, whilst achieving the key criteria of biodiversity enhancement and value of the public realm asset.

e) SERVICE STANDARDS PERFORMANCE

3.16 It is recognised that service standards will be of key importance to the residents and that the development will need to be properly maintained. It will be the role of the EMC Board to ensure that these are delivered in accordance with the agreed Management Plan.

3.17 Relevant standards, benchmarking and key performance indicators will be implemented. In setting service standards, the EMC will consider use of the following industry standards:

- Audit Commission's Key Lines of Enquiry (KLOEs) for service delivery
- Satisfaction Surveys, Status Surveys - National Housing Federation (NHF)
- HCA and HouseMark performance data
- Procurement for London.

f) PERFORMANCE MANAGEMENT FOR TENANT-OWNED PROPERTIES

3.18 The delivery of Estate services to residents by Registered Providers are monitored by the Tenant Services Authority and open to inspection from the Audit Commission. As a result, all services under the EMC will need to meet the guidelines set out by these bodies for Registered Providers.

g) PROCUREMENT

3.19 The EMC will procure any necessary contracts across the whole Estate and will establish a procurement protocol to ensure that services are procured fairly and in full appreciation of the overriding management principles. The procurement protocol will include:

- A Procurement and Contract Strategy
- Selection and Procurement Best Practice
- Tender and Awards Process
- Contract Management

- Continuous Improvement
- Sustainable Procurement
- Sign off of requirements

3.20 The EMC will ensure that all services are tendered on a cyclical basis and regular market testing for value for money ensures the highest standard of service delivery.

h) ADDITIONAL SERVICES

3.21 Other responsibilities of the EMC will include:

1. Establishment of a Service Management Plan prior to the occupation of each Phase
2. Promotion of local employment whenever possible; advertising will be carried out locally before wider area advertising is employed
3. Promotion of sustainable waste management
4. Establishment of a Good Neighbourhood Policy and Anti-Social Behaviour Policy
5. Parking enforcement and establishment of a car club
6. Health & Safety assessment
7. Setting up and administering service charge and ground rent accounts if applicable
8. Auditing service charge accounts in line with financial regulation
9. Bench marking service delivery and demonstrating value for money
10. Providing a transparent tendering process
11. Creating the branding and communication strategy for the Estate
12. Customer satisfaction surveys
13. Praise and complaints management
14. Attending resident / contractor meetings

15. Producing and managing an interactive community website

16. Overseeing compliance with S106, Travel Plans, wildlife strategies, etc.

4.0 NEXT STEPS

4.1 Due to the nature of the scheme, the Estate Management Strategy is fairly broad and will evolve as the design of the properties and surrounding areas are developed further.

4.2 The long term vision is founded on the core principles of place making, central to which is the effective management of shared spaces. The Estate Management Strategy will be driven by these core principles.

CANE HILL

CANE HILL



BARRATT
DEVELOPMENTS PLC

Overheating Strategy



April 15



Cane Hill

A Strategy for Dealing with Risk of Overheating

Daedalus Environmental Limited
P.O. Box 1268
Maidstone
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ME14 9NH
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W: www.daedalusenvironmental.co.uk

Issue	FINAL	Date	15 th April 2015
Author	[REDACTED]		
Client:	BDW Trading Ltd		
Contact:	J [REDACTED]		
Address:	Guildford Office		
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1.3	Proposed Approach to Overheating.....	4
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1 Cane Hill Overheating Strategy

1.1 Background

1.1.1 This document has been commissioned by Barratt Homes and completed by Daedalus Environmental Limited, to address how the issue of overheating in the new build properties proposed for the Cane Hill site is to be approached.

1.1.2 In entering into an agreement to develop the site for new homes, Barratt are obligated to look at the overheating risk to the properties, specifically in relation to the industry standard CIBSE guidance, and implemented through the process by the GLA. Broadly, the requirement upon Barratt Homes is to meet the following 'Overheating Standards':

- *for living areas, less than 1% occupied hours are over an operative temperature of 28°C; and*
- *for bedrooms, less than 1% occupied hours are over an operative temperature of 26°C*

1.1.3 On a wider point about the application of overheating standards in residential environments, whilst under a non-residential scenario occupancy can be relatively accurately determined (and therefore is a meaningful parameter in any modelling assessment), occupancy is - in a residential environment - far more variable. Thus it is questionable whether the application of such targets to domestic housing is appropriate. Nevertheless Barratt acknowledge they are required under current arrangements to address the risk.

1.2 Updating the Approach

1.1.4 These overheating standards, however, are based upon outdated guidance from CIBSE. The approach to measurement and evaluation of overheating risk, however, has now considerably moved on, and the latest approach to dealing with overheating risk is now described within the document **TM52: Limits of Thermal Comfort Avoiding Overheating in European Buildings** (CIBSE, 2013).

1.1.5 Barratt have written confirmation from CIBSE that these standards now formally supercede the previous guidance described in Section 1.1. This newer guidance moves away from the simple criteria of 'occupied hours over 28°C' and instead looks at overheating in a more comprehensive manner. It is not the intention to detail how and why the amendments to the guidance have come about, rather this is available within the TM52 document.

1.1.6 Briefly, however, there are now 3 criteria against which overheating risk and impact are assessed, and in order to be compliant with the guidance any given *occupied* space must pass two of these three, which (drawn verbatim from the guidance) are:

- *The first criterion sets a limit for the number of hours that the operative temperature can exceed the threshold comfort temperature (upper limit of the range of comfort temperature) by 1K or more during the occupied hours of a typical non-heating season (1 May to 30 September).*

- *The second criterion deals with the severity of overheating within any one day, which can be as important as its frequency, the level of which is a function of both temperature rise and its duration. This criterion sets a daily limit for acceptability.*
- *The third criterion sets an absolute maximum daily temperature for a room, beyond which the level of overheating is unacceptable.*

(CIBSE, 2013)

- 1.1.7 In order to be deemed sufficiently compliant with this approach, any given occupied space must comply with a minimum of 2 of these 3 criteria. On behalf of Barratt Homes, we would argue that it is more appropriate to use the latest guidance in relation to overheating rather than rely on an outdated and rather blunt means of assessing overheating risk which currently forms the basis of the agreement as described in Section 1.1.

1.3 Proposed Approach to Overheating

- 1.1.8 Barratt Homes has considerable experience of developing sound approaches to overheating risk and have applied the new guidance on other developments, including the Milford Hospital site. Under previous tests for other properties carried out on Barratt Homes' behalf, where overheating has been found to be a potential risk, the primary cause relates to the location, extent and specification of the glazing within the property. This is inevitable as this is where the Sun's energy can penetrate the space.
- 1.1.9 The overheating risk attributed to internal infrastructure (lighting, for example) is far lower, as is that resulting from occupancy of the building by humans, as the available space per human is far higher than in other, non-residential environments, for example.
- 1.1.10 The approach will therefore most likely focus on reducing the ability of the Sun's energy to enter into the spaces, using options such as improved specification glass (with a lower G value). The G value of glass pertains to its reflectivity; a lower G value results in less sunlight penetrating the space (i.e more is reflected). Typically moving from a G value of 0.6 to 0.4 can have a significant impact on the risk of overheating. There may be other cases where physical barriers may be necessary – shutters or louvres, for example – however these will only be implemented as a last resort.
- 1.1.11 In terms of any non-residential development on the site, it is a requirement of Building Regulations that overheating risk is more comprehensively assessed. These buildings will need to demonstrate compliance with overheating standards and the results of any assessments can be provided in due course.

1.4 Proposed Methodology for Demonstrating Compliance

- 1.1.12 In order to respond to these new requirements, and to see whether they are achievable given the property archetypes, a set of dynamic thermal modelling tests, using appropriate and accredited software (such as IES Virtual Environment which

enables a TM52 compliant set of outputs) will be employed in due course on each different property type across a range of orientations.

- 1.1.13 An agreed specification for the different elements of the construction, in particular in relation to the thermal performance of the structure – and most importantly for glazing as described in Section 1.3 – will be used for the purpose of the modelling. Assumptions to facilitate the extraction of results from the model – including around occupancy assumptions – will need to be agreed as a standard modelling input in due course too.
- 1.1.14 As these results are completed, they can be packaged into a summary file that shows how and the extent to which any overheating risk has been mitigated to be compliant with the TM52 standards described above.

CANE HILL



BARRATT
DEVELOPMENTS PLC

CH 4.12 Waste Management Strategy



July, 2013



**CANE HILL
COUSLDON**

Waste Management

July 2013

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Position:	Technical Director
Issue Date:	23 rd July 2013
Status:	FINAL (Rev A)

**CANE HILL
COUSLDON**

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1.0 INTRODUCTION

- 1.1 Mayer Brown Limited (MBL) has been commissioned by BDW Trading to investigate the impacts of the development upon the local and regional waste collection, handling and disposal infrastructure associated with the development proposals of land at Cane Hill, Coulsdon.
- 1.2 The Site is located within the London Borough of Croydon (LBC). It is embedded within a residential area and bordered by Portnalls Road to the west, Hollymeoak Road to the south, Brighton Road to the east and two primary schools to the north. The location of the proposed redevelopment area is illustrated in Figure 1: Site Location in Relation to Local Highway Network.
- 1.3 The redevelopment is proposed within the grounds and surrounding farmland of the now closed, Cane Hill Hospital. See Figure 2: Existing Site Layout.
- 1.4 This waste management assessment has been produced to support a hybrid planning application. It is intended to construct a total of up to 677 new homes and to redevelop up to surrounding land for Class A1-A5, B1; and D1-D2 uses. The hybrid application comprises:
- Outline Planning for:
 - Retention and re-use of the Water Tower and Chapel;
 - Rebuild of Admin Building for Class A1-A5; B1; C3; D1-D2 purposes;
 - Re-Use/Rebuild of North Lodge as Use Class C3 single dwelling house;
 - Relocation of Farm and Change of use of Glencairn from Use Class C2 to a Use Class C3 single dwelling house,
 - Refurbishment of MSU building, and erection of new barn on tennis court site;
 - A single building of 3,000m² GEA for Office (B1) or Hotel (C1) uses;
 - 488 new residential units (Class C3); and
 - New access onto Portnalls Road

■ Full Planning for:

- 187 residential units (Class C3); and
- Engineering operations comprising a new road and access from the Marlpit Lane/ Brighton Road Roundabout.

1.5 The waste management requirements of these proposals have been principally determined against the objectives and targets described within the London Plan, the Mayor's Municipal Waste Management Strategy, the Joint Municipal Waste Management Strategy, the South London Waste Plan and the Unitary Development Plan and adopted Croydon Local Plan for the Cane Hill development. It is taken to incorporate construction/ demolition waste, municipal waste and business and industry waste arisings.

1.6 Preliminary consultation has taken place with the waste management officer for LBC.

2.0 NATIONAL, REGIONAL AND LOCAL POLICIES

- 2.1 This assessment has been prepared using national, regional and local published policies, standards, guidelines and best practice documents. These will be referred to throughout this document and are summarised below:
- 2.2 The National Planning Policy Framework¹. (NPPF) was published in March 2012. The aim of this document is to set out the Government's requirements for the planning system only to the extent that it is relevant, proportionate and necessary to do so. It also aims to enable local people and councils to produce their own distinctive local and neighbourhood plans.
- 2.3 The NPPF is based upon 12 Core planning principles, a number of which have relevance to the proposals in terms of waste. These state that planning should:
- "proactively drive and support sustainable economic development...that the country needs. Every effort should be made objectively to identify and then meet the housing, business and other development needs of an area..."*
- "always seek to secure...a good standard or amenity for all existing and future occupants of land and buildings."*
- "deliver sufficient community and cultural facilities and services to meet local needs."*
- 2.4 The Framework does not contain specific waste policies and notes that national waste planning policy will be published as part of the National Waste Management Plan (NWMP) for England. This document is required within the revised Waste Framework Directive and must comply with the requirements set out in Article 28 of the Directive. However, it is noted in the March 2012 Progress Report² that the delivery of this document has been postponed until the end of 2013.

¹ Department of Communities and Local Government (2012) National Planning Policy Framework HMSO London.

² Department for Environment, Food and Rural Affairs (2012) Progress with Delivery of Commitments from the Governments Review of Waste Policy in England (2011). www.defra.gov.uk

Regional

London Plan³

- 2.5 The London Plan sets out the overall strategic plan for London and states that:
“The Mayor believes that making better use of waste and careful husbandry of London’s limited aggregate reserves have major roles to play in tackling climate change. He believes that London’s waste is potentially a valuable resource that can be exploited for London’s environmental, economic and social benefit.”
- 2.6 The Mayor acknowledges the importance of containing London’s ‘environmental footprint’ and the London Plan places heavy emphasis on self sufficiency, recycling and the proximity principal (i.e. dealing with waste as near as practicable to its place of origin) within it’s recommendations for waste management. It also sets the following policies and proposals:
- zero biodegradable and recyclable waste to landfill by 2031
 - 50 per cent recycling/composting targets for municipal waste by 2020, increasing to 60 per cent by 2031
 - 70 per cent commercial waste by 2020
 - 95 per cent reuse and recycling for construction, demolition, and excavation waste by 2020
 - working towards managing 100 per cent of London’s waste within London by 2031 and
 - Borough level projections of London’s waste arisings.

Mayor’s Municipal Waste Management Strategy⁴

- 2.7 The Mayor’s Municipal Waste Management Strategy is referenced within the London Plan and contains the following specific targets for the management of London’s municipal waste:

³ Greater London Authority (GLA) (2011) The London Plan. Spatial development strategy for Greater London . GLA, London.

⁴ Greater London Authority (GLA) (2011) London’s Wasted Resource. The Mayor’s Municipal Waste Management Strategy GLA. London

- To achieve zero municipal waste direct to landfill by 2025.
- To reduce the amount of household waste produced from 970kg per household in 2009/10 to 790kg per household by 2031. This is equivalent to a 20 per cent reduction per household.
- To increase London's capacity to reuse or repair municipal waste from approximately 6,000 tonnes a year in 2008 to 20,000 tonnes a year in 2015 and 30,000 tonnes a year in 2031.
- To recycle or compost at least 45 per cent of municipal waste by 2015, 50 per cent by 2020 and 60 per cent by 2031.
- To cut London's greenhouse gas emissions through the management of London's municipal waste, achieving annual greenhouse gas emissions savings of approximately:
 - 545,000 tonnes of CO₂eq in 2015
 - 770,000 tonnes of CO₂eq in 2020
 - One million tonnes of CO₂eq in 2031
- To generate as much energy as practicable from London's organic and non-recycled waste in a way that is no more polluting in carbon terms than the energy source it is replacing. This is estimated to be possible for about 40 per cent of London's municipal waste after recycling or composting targets are achieved by 2031.

2.8 The Mayor seeks to achieve these targets through the implementation of the following 6 policies:

- Informing producers and consumers of the value of reducing, reusing and recycling municipal waste;
- Reducing the climate change impacts of London's municipal waste management;
- Capturing the economic benefits of municipal waste management;

- Achieving high recycling and composting rates in the greatest environmental and financial benefits;
- Stimulating the development of new municipal waste management infrastructure, particularly low carbon technologies; and
- Achieving a high level of street cleanliness.

Mayor's Business Waste Strategy for London⁵

2.9 This waste strategy focuses on 4 main policies:

- Policy 1: Promoting the commercial value of a resource-efficient business
- Policy 2: Boosting reuse, recycling and composting participation in the commercial and industrial sector
- Policy 3: Supporting the waste infrastructure market in London to grow and to deliver for business waste producers
- Policy 4: Driving improvements in resource efficiency in the construction and demolition sector while continuing to maintain the good levels of reuse and recycling performance already being achieved

2.10 In this way, the Mayor plans to meet the objectives and targets of the London Plan.

Joint Municipal Waste Management Strategy⁶

2.11 The South London Authorities (the London Boroughs of Sutton, Merton, Croydon and the Royal Borough of Kingston) have developed a Waste Partnership in order to take the Mayor's Municipal Waste Strategy forward. The Partnership has produced their own Joint Municipal Waste Strategy which is a statement of intent to guide the South London Authorities in undertaking their individual waste management activities.

2.12 This Strategy sets out aims and objectives to help the Partnership reach its Overarching Strategic Goal. The performance against these objectives and aims will be monitored through measureable targets. These are:

⁵ Greater London Authority (GLA) (2011) The Mayors Business Waste Strategy for London. GLA. London

⁶ London Borough of Croydon, Royal Borough of Kingston, London Borough of Merton, London Borough of Croydon (2012) South London Waste Plan. The South London Waste Partnership. London.

- To achieve maximum biological waste diversion from landfill.
- To achieve a high level of customer satisfaction
- To achieve zero growth in the amount of waste produced by each household per year.
- To achieve zero overall waste growth from 2019/20 (i.e. even when new houses are built there is not an increase in total waste produced).
- To reduce the amount of waste not re-used, recycled or composted by residents of the South London Waste Partnership Authorities to 225 kg per capita by 2020. To meet the recycling and composting targets set out in the Waste Strategy for England 2007; 45% by 2015 and 50% by 2020. To continue to meet and exceed the contractual Household Reuse and Recycling Centre targets.
- To meet the recovery targets set out in the Waste Strategy for England 2007: 53% by 2010, 67% by 2015 and 75% by 2020.
- To encourage 80% of educational establishments in each Authority to be recycling by 2015.

The South London Waste Plan⁷

- 2.13 The South London Waste Plan (SLWP) sets out the partner boroughs' long-term vision, spatial strategy and policies to achieve the targets set out within the strategy.

The plans and its policies within the SLWP are primarily for use in the determination of planning applications relating to waste facilities. However, the SLWP confirms and adopts the targets set out in the Joint Waste Management Strategy.

Local

- 2.14 The Council are presently in the process of updating the strategic planning policy, as part of the on-going Local Development Framework (LDF) process, with the first document, being the Core Strategy, programmed for adoption in late 2013, with the subsequent Development Plan Documents (DPDs) to follow

⁷ London Borough of Croydon, Royal Borough of Kingston, London Borough of Merton, London Borough of Croydon (2012) Joint Municipal Waste Management Strategy. The South London Waste Partnership. London.

by 2015. Until this time, the Unitary Development Plan (UDP)⁸ remains adopted policy for the Borough.

London Borough of Croydon Unitary Development Plan

2.15 Within Chapter 8 of this document it states that:

"Any development for uses that generate waste for collection and / or disposal, including recyclable waste, must provide sufficient temporary storage space, as already described in policy UD14. There is also a need to increase the amount of waste that is composted, as this also reduce the amount of waste that has to be disposed of via landfill. The planning system can encourage composting by ensuring that new developments are provided with facilities for composting."

2.16 LBC has also produced a Strategic Policies⁹ document (formerly the Core Strategies), which was adopted in April 2013. Within this, Strategic Objective 9 is to:

"Ensure the responsible...management of waste to mitigate and adapt to climate change."

2.17 Within the document SP6 Relates to 'Environment and Climate Change' and SP6.6 states that:

"The Council supports the objectives of sustainable waste management set out in the London Plan and national policy. The Council will identify the necessary capacity in collaboration with the neighbouring boroughs of Merton, Kingston and Sutton to maximise self-sufficiency in managing the waste generated within the four boroughs. This will be achieved through the South London Waste Plan DPD and any further revisions"

2.18 To achieve these objectives and policies, a Monitoring Framework is set out in Appendix 3 of the Strategic Policies document which includes the outcomes, indicators and targets for the strategic policies identified. For SP6, these are:

⁸ London Borough of Croydon (LBC). (2006).Croydon Replacement Unitary Development Plan.LBC, London.

⁹ London Borough of Croydon (2013) Croydon Local Plan: Strategic Policies. LBC. London.

Outcomes	Indicators	Targets
Moving towards self sufficiency in managing waste	Diversion of biodegradable waste from landfill	Working towards the mayor's zero municipal waste to landfill target by 2025
Increased recycling rates	Recycling and composting of household waste and recovery of municipal waste	Working towards the mayor's zero waste to landfill target by 2031 . Recycling targets will be reviewed for the period 2020 – 2031 to be in conformity with local regional and national targets.

Table 1. Croydon Strategic Policy: Outcomes, Indicators and Targets Table for Waste Management

3.0 ASSESSMENT METHODOLOGY AND SIGNIFICANCE CRITERIA

- 3.1 There are no standard assessment criteria relating to the assessment of waste management for a development site. For the purposes of this assessment, the proposed waste management strategy will be assessed subjectively against the targets and objectives for waste management, which have been set out within the London Plan, and brought through the Mayor's Municipal Waste Management Strategy, the Joint Municipal Waste Strategy, the South London Waste Plan and Croydon Local Plan Strategic Objectives for Waste. These are set out below and have been grouped into coherent categories.

	London Plan	MMWMS	JMWMS	SLWP	CLP - SO
Construction Demolition	Exceeding 95% Reuse and Recycle by 2020	—	—	—	—
Municipal	Zero biodegradable and recycling waste to landfill by 2031 50% recycling and composting waste to landfill by 2020 and 60% by 2031	Zero municipal waste direct to landfill by 2025 50% recycling and composting waste to landfill by 2020 and 60% by 2031	To achieve maximum biological waste to landfill 50% recycling and composting waste to landfill by 2020 and 60% by 2031	—	Zero municipal waste to landfill by 2025

Commercial and Industrial	Exceeding 70% by 2020	—	—	—	
General	Management of 100% London waste within London by 2031	—	Zero overall waste growth 2019/20 (i.e. even when new houses are built)	—	Zero waste to landfill by 2031

Table 2. Targets and Objectives for Waste Management in London

- 3.2 Where the cumulative impact of the inclusion of Cane Hill development waste with the arisings from the rest of the Borough renders it impossible for Croydon to meet its waste targets, this will be considered a significant impact of regional importance.

4.0 BASELINE

- 4.1 The data in the following section is taken from the London Plan and South London Waste Plan.
- 4.2 The 2011 London Plan estimated that in total 995,000 tonnes of waste would be produced in the South London area. This comprises of;
- 556,187 tonnes generated by local businesses and industry each year;
 - 438,416 tonnes as municipal waste collected by local authorities;
 - In addition, around 16,000 tonnes of hazardous waste.
 - There are unknown quantities of Construction, Demolition and Excavation Wastes which are likely to be significant, but, as in London as a whole, the majority is expected to be recycled onsite.

Construction / Demolition Waste

- 4.3 As noted above, data for this waste stream is not known. However estimates based on data for 2005 have been made in the SLWP for London as a whole. These assume that of the 8,000,000 tonnes of construction demolition and excavation waste produced in the capital, almost 5,000,000 tonnes were recycled, 2,000,000 was spread on registered exempt sites and only 1,000,000 tonnes was disposed of to landfill.
- 4.4 The SLWP estimates that within the South London Area 267,000 tonnes of construction demolition and excavation waste is produced each year.

Municipal Waste

- 4.5 In 2008, 90% of the plan area's residual municipal waste, was landfilled at Beddington Farmlands. This trend continues, and since 2008, approximately 200,000 tonnes of municipal waste has annually been landfilled at Beddington.
- 4.6 In 2009-10, this 61% of municipal waste was buried in landfill.
- 4.7 With regard to the boroughs' recyclable waste, 40% of this (i.e. all kitchen and garden waste) is treated in Viridor's In-Vessel Composting facility at Beddington Farmlands, Sutton.

- 4.8 The remainder of the boroughs' recyclable waste (i.e. the dry recyclables such as tins, plastic bottles, card and paper) is treated at a Materials Recycling Facility (MRF) in Kent. In addition, since 2008, 10,000 tonnes per year of residual waste has been sent to an energy recovery facility near Slough, Berkshire
- 4.9 Finally, the partner boroughs operate six Household Waste and Recycling Centres (HWRCs). The HWRC sites allow residents to recycle a wide variety of waste streams including many bulkier items and excess garden waste that cannot be economically collected at the kerbside.
- 4.10 The arrangements to treat the boroughs' kitchen and garden waste, recyclables and operation of the HWRCs are contractual arrangements, which are fixed until at least 2022. All contracts have the option to be extended by five years, until 2027.

Commercial and Industrial Waste

- 4.11 In 2009-10, 17% of the waste generated from local businesses and industry was landfilled.
- 4.12 There is no borough level data available on the movements of this waste stream. However, London-wide data reveals that whilst the majority of landfilled C&I waste is disposed of in facilities outside London, 89,661 tonnes is disposed of at the landfill facility in Beddington, Sutton each year.
- 4.13 Table 3 below sets out the tonnes of waste arisings and destinations in the South London area.

	South London (DEFRA 2010 Survey)	SLWP Estimated for 2011	SLWP Estimated for plan period 2011 - 2016
<u>Total waste</u>	<u>1,100,000 p.a.</u>	<u>995,000</u>	<u>102,000</u>
Construction/ Demolition Waste	267,000 p.a.	Unknown	Unknown
Landfilled	Unknown (expected to have been landfilled)	(expected to be recycled on site)	(expected to be recycled on site)
Municipal	404,000	438,416	
Recycled or composted	145,440 (35%)		
Landfilled	(40% compostable waste treated in Viridors In-Vessel Composting Facility at Beddington Farmlands. Remainder of dry recyclables treated at MRF in Kent plus 10,000 tonnes per year sent to an energy recover facility near Slough Berkshire.) 246,440 (61%)		

	(2008 – 90% Landfilled to Beddington Farmlands)		
Commercial and Industrial	378,000	556,187	-
Unknown	68,040 (18%)		
Landfilled	64,260 (17%) (60% to Landfills in South east England – Env Agency)		

Table 3. Tonnes of Waste Arisings and Destinations

Current Waste Regime

- 4.14 Currently London manages around 53% of waste within its borders. Croydon itself operates a full waste collection service:

Residential houses:

- Food waste is collected weekly;
- Landfill waste is collected alongside blue box recycling waste on alternate weeks;
- Green garden refuse waste is collect on the other alternate weeks.

Estates and Blocks of Flats

4.15 Where estates and blocks of flats contain more than five homes, recycling facilities are contained within bin sheds. These facilities contain communal recycling bins which enable the collection of:

- Paper and card;
- Mixed glass;
- Tins and cans; and
- Plastic;

Neighbourhood Recycling Sites

4.16 Croydon currently has 21 neighbourhood recycling sites. The site locations and the materials which can be recycled are set out below in Table 4:

Central Croydon and West Croydon	
Dingwall Road Car Park	Glass, paper/card, plastic packaging (including bottles) and cans
Wandle Park, Waddon	Glass, paper/card, plastic bottles and cans
Addiscombe and Shirley	
Ashburton Park Car Park	Glass, paper/card, plastic packaging (including bottles), cans, food and drinks cartons, shoes and small electrical devices
Co-op Car Park, Lower Addiscombe Road	Glass, paper/card, plastic packaging (including bottles), shoes, textiles and cans
Monks Orchard Green, Monks Orchard Road, Shirley	Glass, paper/card, plastic packaging (including bottles), shoes, textiles and cans
Lloyd Park Recreation Ground, Coombe Road	Glass, paper/card, plastic packaging (including bottles), cans and textiles and small electrical devices
New Addington, Addington and Selsdon	
Central Parade Car Park, New Addington	Glass, paper/card, plastic packaging (including bottles), cans, shoes and small electrical devices

Forestdale Shopping Centre Car Park, Selsdon Park Road, Addington	Glass, paper/card, plastic packaging (including bottles), cans, books, textiles, shoes and small electrical devices
Sainsbury's Car Park, Addington Road, Selsdon (Please note this centre is provided by Sainsbury's. If you experience any problems with this site please contact the store directly).	Cans, glass, mixed plastics, paper and card, textiles, books and CDs
Norbury	
Granville Gardens Car Park, Granville Gardens, Norbury	Glass, paper/card, plastic packaging (including bottles), shoes, textiles and cans
Sanderstead, Kenley and Coulsdon	
Waitrose Car Park, Limsfield Road, Sanderstead	Glass, paper/card, plastic packaging (including bottles), shoes, textiles, cans and small electrical devices
Co-op, Hamsey Green, Limsfield Road	Glass, paper/card, plastic packaging (including bottles), shoes, textiles, cans and small electrical devices
Old Lodge Lane, opposite Wattenden School, Purley	Glass, paper/card, plastic packaging (including bottles) and cans
Lion Green Car Park, Lion Green Road, Coulsdon	Glass, paper/card, plastic packaging (including bottles), cans, food and drinks cartons, books, textiles and shoes and small electrical devices
Kenley Train Station, Kenley Lane, Kenley	Glass, paper/card, plastic packaging (including bottles), cans, textiles, books, shoes and small electrical devices
South Croydon and Purley	
Tesco, Brighton Road, Purley	Glass, paper/card, plastic packaging (including bottles), cans, toner cartridges, textiles, water filters, shoes and small electrical devices
Thornton Heath, South Norwood and Upper Norwood	
Clocktower, Parchmore Road, Thornton Heath	Glass, paper/card, plastic packaging (including bottles), shoes, textiles, cans and small electrical devices
Sainsbury's, Whitehorse Lane, South Norwood (Please note this centre is provided by Sainsbury's. If you experience any problems with this site please contact the store directly).	Cans, glass, mixed plastics, paper and card, textiles, books and CDs
Sainsbury's, Westow Street, Upper Norwood	Cans, glass, mixed plastics, paper and card, textiles, books and CDs
Waddon and Broad Green	

Sainsbury's, Purley Way, Waddon (Please note this centre is provided by Sainsbury's. If you experience any problems with this site please contact the store directly).	Cans, glass, mixed plastics, paper and card, textiles, books and CDs
Homebase/Matalan, Purley Way, Broad Green	Glass, paper/card, plastic packaging (including bottles), shoes, textiles and cans

Table 4. Neighbourhood Recycling Sites in Croydon

Household Reuse and Recycling Centres

4.17 The closest of these to the site is the Lion Green Road site located at approximately 1km to the north of the development.

4.18 Croydon has three HRR sites, which accept the following municipal waste:

- Aluminium foil
- Bric a brac
- Cans
- Carpet
- Cookers
- Fridges/Freezers
- Glass
- Metal
- Glass
- Soil & rubble
- Motor oil
- Paper
- Plastic bottles
- Postage stamps
- Small electricals
- Textiles
- Wood
- Batteries
- Books
- Card
- Cooking oil
- Dishwashers
- Fluorescent tubes
- Mattresses
- Gas bottles
- Green waste
- Ink cartridges
- Oil filters
- Plasterboard
- Plastics
- Shoes
- Tetrapacks
- TVs
- Washing machines

4.19 These are located at:

- Brighton Road, South Croydon;
- Factory Lane, West Croydon
- Fishers Farm, North Downs Road, New Addington.

- 4.20 The closest of these to the site is the Brighton Road site located at approximately 4.5km from the development.

Commercial and Industrial Waste

- 4.21 Croydon runs a business waste and recycling service providing dedicated bins of varying capacities or bags as required. The co-mingled recycling service allows tins, cans, glass and plastic bottles to be collected together.

Construction and Demolition Waste

- 4.22 There are four sites which accept construction and demolition waste within 10km from the centre of the site. The closest of these is within 5km and is located at Chaldon Road, Caterham.

5.0 POTENTIAL IMPACTS

Construction and Demolition

- 5.1 Site clearance activities, will generate various types of construction and demolition waste. These activities are likely to include concrete rubble, bricks, old pipework, vegetation, ACM and excavated spoil.
- 5.2 Where possible, demolition materials such as bricks and concrete will be re-used on site, e.g. for new structures or as aggregate material. It is anticipated that the majority of spoil generated will be uncontaminated and suitable for re-use on site for land raising and landscaping purposes. Uncontaminated construction and demolition materials, which cannot be re-used on-site may be sent to a local transfer station for recycling.
- 5.3 Some waste generated during construction and demolition activities (such as old pipework and ACM) will not be suitable for re-use or recycling and will require disposal. Where possible scrap metal should be sent for recycling, although this will depend on the quality of the material, the quantities involved and the demand for such material.
- 5.4 During site redevelopment there is the potential for "Special Waste" (i.e. hazardous wastes or waste with hazardous properties as defined in Schedule 2 of the Special Waste Regulations 1996, amended 2001) to be generated, such as waste oil, ACM and waste chemicals. Potential environmental impacts associated with poor management or improper disposal of Special Waste may include the contamination of soil and/or ground water, toxic atmospheric emissions and risk of damage to human health. This type of waste requires careful handling to minimise potential environmental impacts associated with its management.
- 5.5 The main impact of disposal of waste is traffic movements off site. The magnitude of this impact may vary depending on how much waste is carted off site and how far it is transported. This impact has been assessed within the air and noise sections of the Environmental Statement and found to be a minor local impact of negligible significance.
- 5.6 It is proposed that the majority of waste will be managed on site in accordance with the SLWP and the Construction Environmental Management Plan so that
-

zero tonnes are disposed of to landfill in accordance with the targets of the London Plan, the SLWP and the Croydon Local Plan.

Municipal

- 5.7 Waste generated by the new residential units will mainly comprise domestic waste e.g. food waste, plastic bottles, glass bottles, paper, cardboard, magazines, other packaging materials. Additional waste generated directly or indirectly by the residents may include waste oil, scrap metal and green waste from garden maintenance.
- 5.8 Based on the maximum number of households on the site (i.e. 677 residential units of varying size) and using the 2009 value for municipal waste produced per household of 970kg, (Mayor's Municipal Waste Strategy), it is estimated that the development could produce an additional approximately 646 tonnes of domestic waste per year.
- 5.9 This equates to 0.1% of the total amount of municipal waste estimated to be produced in the South London Area (see Table 1). However, it is expected that the annual growth increase in household waste will decline, as a result of current strategies to reduce waste growth take effect.

Commercial and Industrial Waste

- 5.10 Table 1 estimates that the amount of commercial/ industrial waste produced in South London in 2011 would be in the region on 556,187 tonnes. The Mayor has produced a waste strategy for business, which sets out four core policies for reducing business waste. These are set out in section 1.
- 5.11 These policies focus on the commercial value of waste and the need to reuse, recycle and compost, where possible and the need to support the waste infrastructure to reduce the impacts of commercial waste arisings.

6.0 MITIGATION MEASURES

Construction and Demolition

- 6.1 The SLWP requires that in the construction phase of any development, consideration should be given to recycling Construction, Demolition and Excavation Waste on-site, as this is the most sustainable approach to dealing with this form of waste.
- 6.2 This will be accommodated within the Site Waste Management Plan and strategies produced for the site and will include the following principles
- The generation of waste on-site during both construction and operation will be minimised as far as possible.
 - Where waste cannot be used on site it will be sent for recycling or recovery where possible.
 - Construction waste management recycling targets will be set that are specific to the development proposals.
 - Procedures will be set for waste classification: determination of material as inert, non-inert and hazardous;
 - Dedicated material storage areas and collection arrangements for waste requiring off-site disposal will be provided; and
 - Roles and responsibilities for the management of construction waste; and waste management documentation and records will be assigned.
 - The local potential for reducing construction waste by signing up to the Building Research Establishment's SMARTWaste scheme will be investigated.
- 6.3 The generation of construction waste will be minimised as far as possible by careful phasing of construction, selective procurement of materials and the provision of secure storage. The different types of waste will be segregated on-site to maximise opportunities for recycling materials. Good site management and careful construction scheduling will minimise the generation of unused materials.

- 6.4 In addition, the use of a Construction Logistics Plan or CLP will maximise the efficiency of vehicle movements to and from the site, thus minimising the mobilisation of vehicles.

Municipal

- 6.5 One of the main mitigation measures with regards to municipal waste is to encourage residents to reduce the quantity of waste they generate. A dedicated waste management information leaflet should be produced, in agreement with the LBC to educating residents to purchase re-usable rather than disposable items, recycle wherever possible and compost green waste.
- 6.6 Policy UD14 in the unitary development plan also requires that any development for uses that generate waste for collection and / or disposal, including recyclable waste, must provide sufficient temporary storage space.
- 6.7 Therefore, the design of the dwellings will incorporate features to aid recycling at the point of generation, such as segregated bins. In addition, the design will incorporate space for each dwelling to accommodate 2 x 240 litre capacity bins, with reserve space for green waste.
- 6.8 The residents of Cane Hill will be accommodated within the current waste regime for Croydon and as such will have access to all the waste collection and management facilities set out in baseline section of this report.

Commercial and Industrial

- 6.9 Where this waste is produced on site, each business premises will be required to set up its own waste management scheme with LBC. As noted in the baseline, Croydon runs a business waste and recycling service providing dedicated bins of varying capacities or bags, as required. The co-mingled recycling service allows tins, cans glass and plastic bottles to be collected together.

7.0 RESIDUAL IMPACT ASSESSMENT AND CONCLUSIONS

- 7.1 The information in the following section is taken from the South London Waste Plan.
- 7.2 London currently manages around 53% of waste within its borders. The London Plan aims to increase this to 100% by 2031.
- 7.3 Evidence referenced in the SLWP shows that exports from the South London Waste Plan area are limited to reasonably small quantities of municipal waste that are sent to Surrey, to a Materials Recycling Facility in Kent and an energy recovery facility in Berkshire. The contractual arrangements with the Kent and Berkshire facilities are ongoing throughout the plan period. The other key exports from the plan area are commercial and industrial waste, though quantities and destinations are largely unknown. There are also some imports from outside the plan area to the landfill facility at Beddington, Sutton.
- 7.4 Recent figures on the fate of municipal waste in South London show an overall decrease in waste to land fill from 2006 – 2010 of around 16% whilst the amount of waste recycled increased from around 25% - 35%.
- 7.5 Where the South London Partnership are committed to providing the required waste facilities, a simple projection of the current rates indicate that by the year 2020 – 2025, 100% of recyclable wastes could be potentially accommodated and the use of landfill could be reduced to zero. This would indicate that the Mayor's target of zero waste to landfill could potentially be met.
- 7.6 With regards to this commitment to providing waste facilities, the Joint Municipal Waste Management Strategy (JMWMS) describes how waste from the plan area will be accommodated going forward.
- 7.7 The majority of existing waste facilities are safeguarded for the plan period. However, the difference between the plan area's existing capacity and the waste apportionment (i.e. the minimum quantity of waste the plan must accommodate as set out in the 2011 London Plan) is:
- 358,000 tonnes at 2011
 - 458,000 tonnes at 2016, and

- 565,000 tonnes at 2021

7.8 For planning purposes, these figures have been converted to a landtake using an average throughput per hectare rate of around 60,000 tonnes per hectare. This results in the following landtake requirements:

- 6 hectares at 2011
- 8 hectares at 2016 and
- 10 hectares at 2021

7.9 To contribute to this landtake need, it is necessary to look towards the redevelopment of some suitable existing waste transfer facilities.

7.10 Evidence base studies referenced within the SLWP identify that three existing waste transfer sites are likely to be turned into waste management facilities during the lifetime of this plan with a proposed treatment capacity of 380,000 tonnes.

7.11 Therefore, concluded that there are 4.29 additional hectares needed in total at 2021 in order to manage 100% of waste arisings within the plan area.

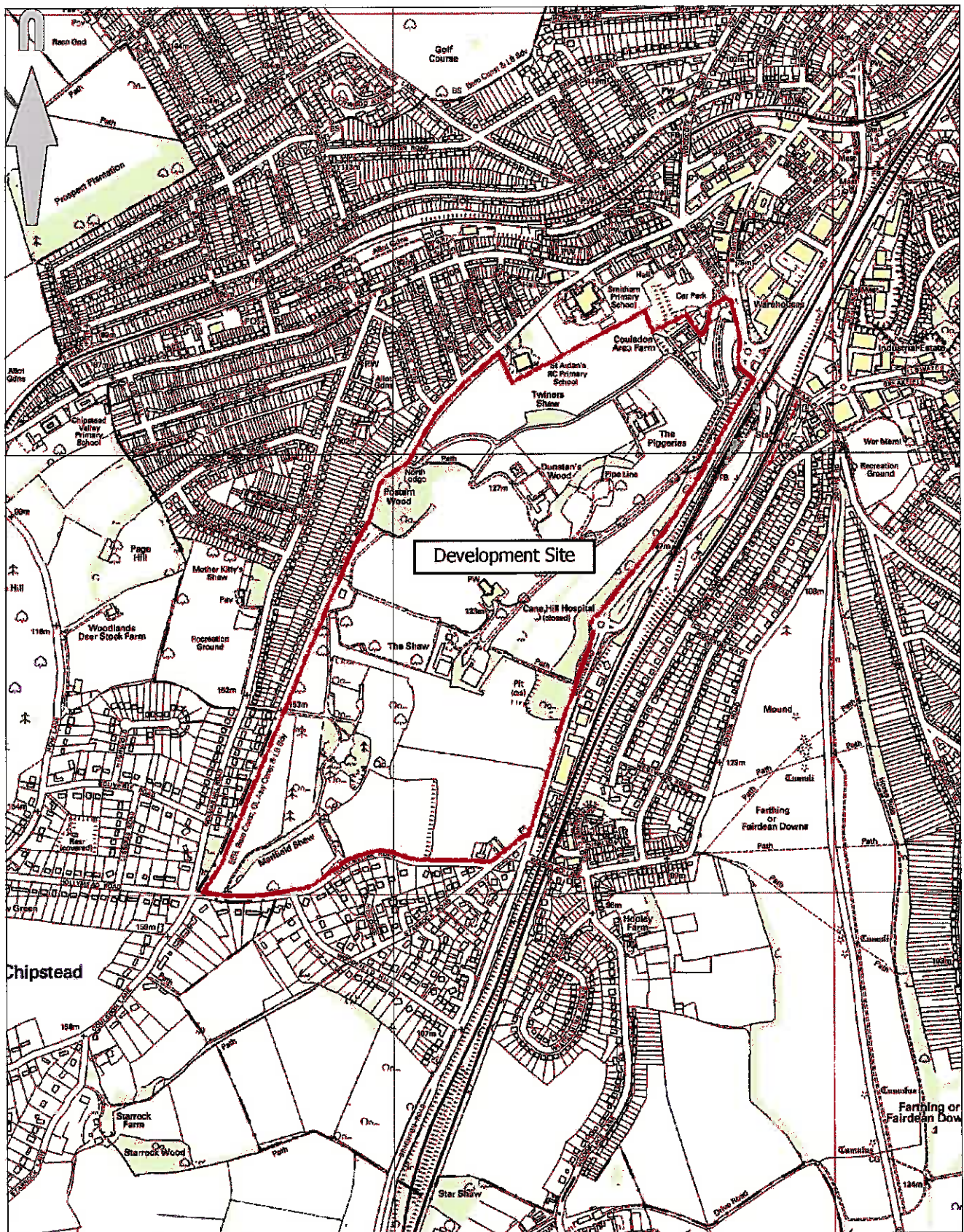
7.12 It should be noted that the kitchen and garden waste collection schemes within the partner boroughs are due to be expanded within the lifetime of the plan. The roll out of additional collection services is due to be completed in March 2012. To accommodate this, Viridor has submitted an application to the London Borough of Sutton Borough Council to build an Anaerobic Digestion plant on their existing operational land at Beddington, Sutton.

7.13 With regard to residual municipal waste (that which is currently landfilled at Beddington Farmlands, Sutton), the South London Waste Partnership is now in the latter stages of a procurement exercise to secure a contract for the more sustainable treatment of this waste. This was due to be awarded in 2011 and will enable the partner boroughs to meet their statutory landfill reduction targets thus avoiding the heavy financial penalties for continued reliance on landfill.

7.14 Any new facility (or facilities) is expected to be operational by 2014 and the contract will be for a period of up to 30 years. It is anticipated, therefore, that any new treatment facility (or facilities) will be operational until around 2040; well beyond the lifetime of the plan.

- 7.15 With regards to commercial and industrial waste and construction/demolition waste, the majority of these are currently anticipated to go to landfill. The policies, objectives and targets within the plans and strategies for London, as a whole, South London and Croydon are focussed on diverting the maximum amount of waste from landfill. New facilities are likely to be required to accommodate this objective.
- 7.16 Outline Business Case to DEFRA to support its case for funding credits, the South London Waste Partnership indicated that the new treatment facility(ies) for residual treatments could be accommodated on a number of existing waste transfer facilities.
- 7.17 The partner boroughs' transfer facilities have been found to be deliverable for waste treatment facilities and are safeguarded for waste use.
- 7.18 It is, therefore, considered that the South London Waste Plan has accommodated the needs of the partner boroughs with regard to identifying suitable sites for their current and future waste treatment needs.
- 7.19 Where the strategies set out above and in the mitigation section are applied it is anticipated that the cumulative waste impacts of the development will be of low magnitude and of minor significance.

Figures



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Site in Relation to the Local Highway Network

Scale : NTS

Figure 1



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Existing Site Layout

Scale : NTS

Figure 2

CANE HILL



BARRATT DAVID WILSON HOMES

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

CANEHILL

April 15

Revision No: 2

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1.0 INTRODUCTION

1.1 Site overview

1.1.1 Developers have a legal duty to plan, control, and monitor and review the management on their sites. This requirement applies on every site, regardless of the size of the development and regardless of whether or not CDM applies. Barratt David Wilson, an ISO14001 accredited company, ensure mitigation measures are put in place to prevent any impacts on environment and uses good management to maintain it. Site activities will be regularly monitored, reviewed and will respond to bespoke requirements within each phase.

1.1.2 Barratt David Wilson has registered with the Considerate Constructors scheme, which is an independent inspecting authority aimed at improving the image of the construction industry and subsequently improving relationships between sites and the local community. Headline items for consideration include Appearance, Community, Environment, Safety and Workforce. For further information on the scheme please visit www.ccscheme.org.uk. Site registration number: (To be added)

1.1.3 This Construction Environmental Management Plan had been formulated to manage and enhance the construction phase and will be made available in the Project Office. The work will consist of creating a comprehensive construction environmental management system that will afford safe working practices for all members of the workforce and visitors to the site and act as a reference for stakeholders. This will also be managed to prevent any unnecessary inconvenience to existing homeowners and other businesses on the site and will evolve with the project.

1.1.4 Barratt David Wilson will retain responsibility for the development during all phases of construction and for ensuring that all construction activities are in compliance with the site wide CEMP. The Chain of command on site is as follows

- Project Director-BDW
- Contract Managers-BDW
- Site Managers-BWL
- Divisional Safety, Health and Environmental(SHE) Manager-BDW
- Site Foreman-Subcontractors(activity specific)

1.1.5 Under Building Regulations, various parties have responsibilities. These responsibilities cover actions throughout the duration of the project from conception, through the demolition phase, up to and including the construction and beyond.

1.1.6 Construction management and public protection are key elements that must be clarified by all parties identified under this legislation.

1.1.7 As part of the consented proposals BDW has provided a draft 'Construction Management Plan' for the proposed development of the land at Canehill, Coulsdon, Surrey.

1.1.8 This document will be formalised as part of the planning conditions prior to the implementation of the project and will continue to evolve as the scheme develops.

1.1.9 This Construction Environmental Management Plan seeks to outline the management of traffic during the construction period and has been prepared following discussions held with the London Borough Croydon and Barratt Southern Counties (Ref: Drawing No. 6181 GE SIT 101)

1.2 Planned Development

1.2.1 The development will involve the demolition of the existing buildings on site, and the erection of 187 new residential units and associated ancillary facilities.

Forming Phase 1 of the consented developments, up to 677 houses and apartments, including 5 existing buildings – former hospital buildings. Under outline consent, ref: 13/02527/P dated 22 October 2014 the Chapel Admin Building and Water Tower refurbishment will be subject to reserved matters. It is proposed the work will be undertaken by specialist contractors.



INSERT IMAGE

Figure - Site context

1.3 Site History

1.3.1 The sites previous use: Former 2,000 bed Cane Hill Mental Hospital.

1.3.2 This land was made available to the open market and following the submission of tenders Barratt Homes was selected as preferred developer to bring forward residential development on the site, with the receipt from the disposal of the land going towards the costs of refurbishing the school.

1.4 Existing Site Conditions

1.4.1 The site is located, as shown on Figure 1



Figure 1- Site location

1.4.2 Immediately to the North of the site is Coulsdon High Street, which affords the opportunity to create a good pedestrian and cycleway link with the existing shops and town centre. To the East and facilitated by a footbridge link over the A23 is Coulsdon Station with links to London Bridge, Croydon and Gatwick.

1.4.3 To the South and West are private housing estates both of which are traffic sensitive and site deliveries shall be directed to the main site entrance off the A237 road to the North.

1.4.4 The original Northern Hospital Access off Lion Green Road has been maintained and will facilitate construction access initially while the new Junction off the Roundabout in Brighton Road is constructed and will enable visitor traffic and construction traffic to be segregated.

1.4.5 The core area of the former Victorian Hospital boundary which was demolished by the GLA was not remediated to to ensure low rise housing with gardens. As a consequence, further remediation will be carried out in accordance with the strategy produced by RSK and approved by London Borough Croydon Department and Environmental Health Officer.

1.4.6 There are numerous existing trees on the site and its surrounds that are protected by TPO's. Arboriculture Contractors, RSK have liaised closely with Mr Robert Snoddin of Croydon Council to develop and agree the tree and root protection zone strategy. All tree protection shall be installed prior to any work progressing on any phase of infrastructure. Careful consideration has also been highlighted with regard to infrastructure construction and existing trees and protection during construction.

2.0 CONSTRUCTION ENVIROMENTAL MANAGEMENT PLAN

The purpose of this document is to detail the effective management of process associated with the development of the site will be critical both to the success of the project and the minimisation of the impacts on the current residents of the surrounding areas. As part of the planning conditions associated with the expected planning consent BDW are expecting to provide a comprehensive strategy to manage construction processes within the site.

2.1 Construction Access to the site

2.1.1 Given the close proximity of the existing housing, the site's proximity to Coulsdon High Street, the sensitivity of Portnalls Road/Chipstead Valley Residents Association and also an array of residential accommodation, control of construction traffic will take a key role in this process and will define the practices and processes. The site team will enforce these controls where necessary.

2.1.2 The times and routes for deliveries will be attached to material orders and sub-contractor order and specifically identified to trade contractor's principals at pre-contract meetings.

2.1.3 A detailed traffic and pedestrian management plan has been produced as an element of the Construction Phase Health and Safety Plan. This will include drawings, maps and written text detailing the preferred delivery vehicle approaches to the site along with procedures for controlling vehicles and pedestrians on the site itself, and this will be submitted to the London Borough of Croydon for consideration prior to the commencement of development. The construction vehicles will use "A" roads and other major roads in the borough, wherever possible, to enter and leave the site and will make every effort to avoid residential streets.

2.1.4 A delivery policy will be developed within the Construction Traffic Management Plan and incorporated into all trade contract orders. This document will include as a minimum:-

- Permitted hours for deliveries / access to the site
- Access Routes / License applications for deliveries / access outside generally permitted hours
- Location of offsite holding areas
- Code of Conduct and PPE requirements for all drivers.

2.1.5 In addition the plan will also identify pedestrian routes through and around the site for each phase of work. The CTMP will be reviewed by the Project Director and updated regularly throughout the course of the project to ensure that is relevant and can be properly implemented at all time in line with the Council's specific requirements. The CTMP will conform to all BDWH standards and Legislative H& S requirements and will be explained at all site inductions.

2.2 Access Arrangements for Vehicles

2.2.1 All vehicular access / egress to the site will be provided at the site frontage from Lion Green Road/Brighton Road (A237). This is a two way street, with traffic able to access the A23 Farthing Way.

2.2.2 At early stage, 2.40metre hoarding that will encompass the site perimeter, where practical, will be secured by means of timber posts. The mandatory warning signs will be clearly displayed in accordance with Council requirements. We will also use the hoarding to display contact details for the site management team, provide updates of scheme progress and also display the planning consent documents.

2.2.3 The proposed extent of hoarding details is shown on Figure 1 – Deliveries shown use the existing/original hospital access off A237 which allows vehicles to clear the public highway whilst security gate is operated.

2.3 Access Route

2.3.1 The direction of access flows to and from the site will be dependent on a number of factors ranging from the set off location of the specific contractors to the location of the offsite holding areas (See Figure 3).

Traffic Management

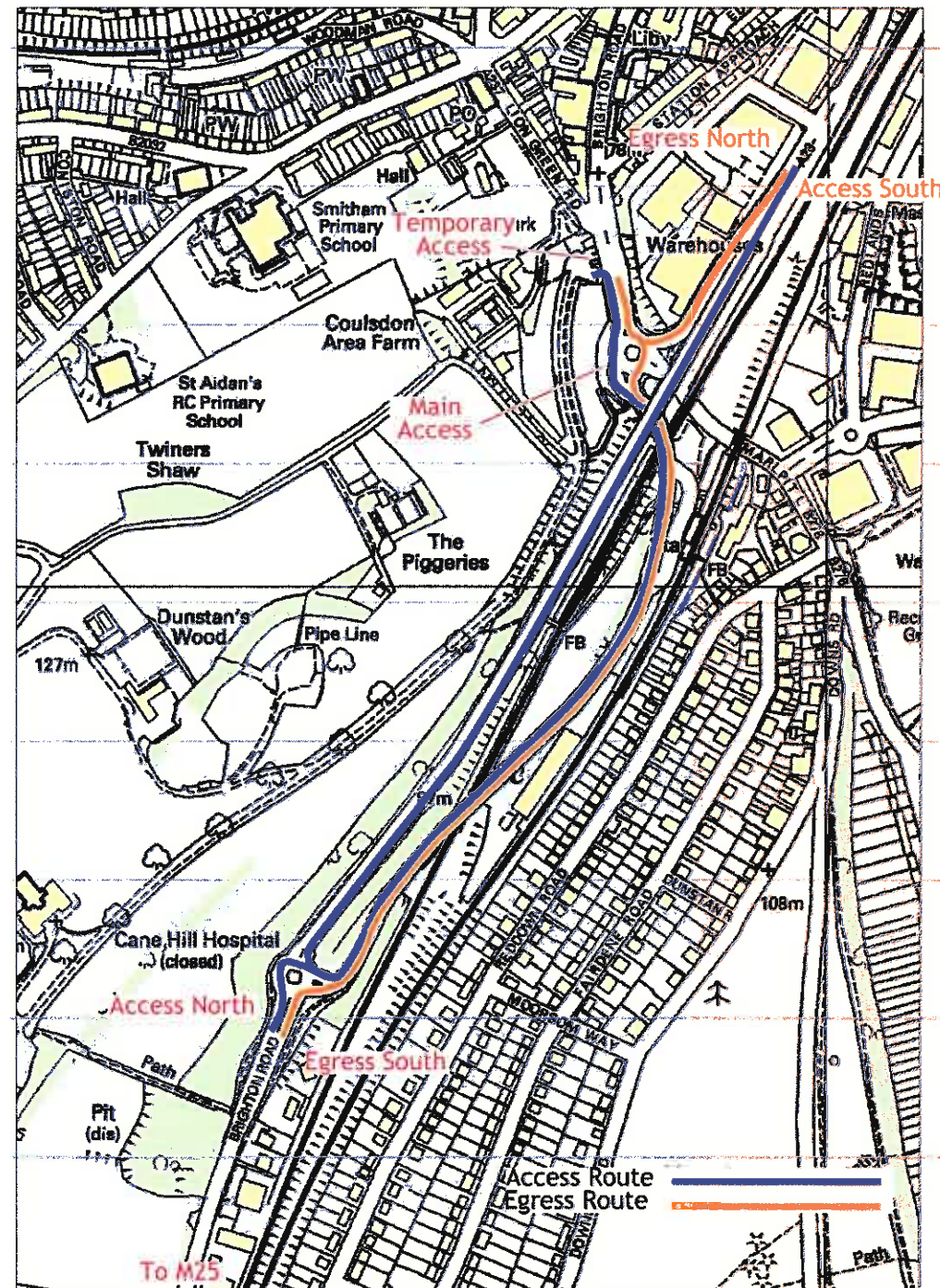


Figure 3- Proposed delivery access routes

2.3.2 Given the quality of the surrounding road network it is likely that Farthing Way (A23) and Brighton Road (A237) will provide the key access route to and from the site. The onsite project management Director's team will work closely with residents and the local highways authorities to ensure that this process is managed effectively and efficiently.

2.3.3 Our site management team will be operating deliveries on a 'just in time' basis to ensure that a back log of lorries does not adversely affect the surrounding traffic flows.

2.3.4 Based on current aspirations the project has a proposed start date of June and is anticipated to complete by December 2016. Following completion of demolition and remediation, construction traffic will decrease after the first 6 months.

Phase 1 – Demolition and Site Enabling Works (Week 01 to Week - 13)

2.3.5 Early works on site will be associated with remediation of the core area (remediation early finish date week 26) and the provision of new junction/site entrance in Brighton Road, S104 infrastructure sewers, surface water drainage infrastructure, resiting of TFL storage tanks and enabling distributor access road and services from Brighton Road to the water tank located in the core area.

2.3.6 Upon reaching the site, goods vehicles will enter via the gate 1 and exit back via gate 1. It is expected that during this period there will be approximately between 16 vehicles/day. All such vehicle movements will be marshalled by site banksman. The infrastructure compound will be sited in the former Piggeries located between Phase 1 and Brighton Road. The housing construction compounds are located South of the church within the core area remediation. Remediation is phased to release the area adjacent to the show homes and church by week 13.

Phase 1 – Excavation and Build Works (Week 04 to Week 13)

2.3.7 Between week 04 to week 13, Management Team and material storage shall transfer to the main compound South of the Church. Foundations and house building shall continue sequentially through the first 57 units, Phase 1A (Drawing Ref: CHC-AL-200V).

2.3.8 In order to minimise the impact of this stage of the construction works and, in particular, the free flow of traffic it is proposed, no vehicles will be able to park or wait along or any of the other roads in the proximate area. The existing access road to the former MSA unit shall be used for deliveries and access to the core area for remediation whilst the access distributor road drainage is constructed.

2.3.9 Vehicles will be protected by hoarding that will completely contain the loading area of the site. This will also reduce dust and noise transfer. Wheel washing facilities will be introduced on site and the condition of the surrounding roads will be monitored by banksmen. Close liaison will be maintained with the Highway Authority and also local residents through the considered constructive protocol, ensure that standards are maintained.

2.3.10 No vehicles will be permitted to reverse out of the site onto the public highway and banksman will be employed to manage / control safe and efficient vehicle movements into and out of the site during all periods of operations.

2.3.11 Site security and the main gate in Lions Green Lane shall be maintained from 7.30a.m. to 5.30p.m. (during operation hours)

Phase 2 – Construction Phase Works (Phases will overlap) (Week 01 to Week 80)

2.4 Vehicle Schedule of Use

2.4.1 The earthworks on the site are balanced and no significant vehicle movement involving disposal are envisaged. There exists onsite roads to facilitate set down and pick up areas depending on the specific phase of development. All vehicles will be stationed at their depots and not on site overnight. No long term parking will be allowed on site at any time during the construction period.

2.4.2 The proposed construction traffic arrival / departure schedule will be achieved by utilising a system where drivers will call ahead to the duty Banksman en-route to the site to confirm / establish if they are clear to arrive site. Vehicles are not allowed to wait or staggered anywhere within the surrounding road networks. Most of the deliveries are 'just in time' manner.

2.4.3 The likely range and size of vehicles during the construction is as follows:-

- 4 wheel Tipper Lorry
- 6 wheel Tipper Lorry
- 8 wheel Tipper Lorry
- Concrete Pump Vehicles
- Articulated Vehicles to be kept to the minimum
- Crane (mobile and static)]

➤ Piling rig

A detailed list of plant likely to operate within the site is included within Appendix D.

2.4.4 The largest vehicles will be the articulated vehicles, which will only be required to transport the largest of materials to the site. This is pertinent to the offsite fabrication timber built components.

2.4.5 The proposed schedule of construction traffic generation can be split into three phases and is as follows: -

Phase 1 – Demolition and Site Enabling Infrastructure Works (Phases will overlap)

Contractors for the demolition works within the site will be required prior to commencement of works to develop and implement a Demolition and Construction Method Statement (DCMS) through which mitigation and compliance with the Control of Pollution and Noise from Demolition and Construction Sites – Code of Practice May 2008, will be ensured.

2.4.6 Tree protection, demolition, remediation, infrastructure roads, sewers, services is expected to take 12 to 16 weeks to construct.

Phase 2 – Construction Phase Works (Phases will overlap) Housing 187 Units

2.4.7 This phase will plan to take approximately 80 weeks to complete. During this period no vehicles are allowed to park on the road outside the site or pavements at any time.

2.4.8 There are strict guidelines (BS5228:2009) set out to control noise dust and vibration during construction activities and to ensure that we operate well within the parameters we will be operating on site in accordance with a range of construction best practises. General approaches are detailed below:

- Good maintenance of plant to ensure that excessive noise levels are not generated;
- Regular integrity checks of noise mitigation measures fitted to items of plant. Such measures are likely to include silencers and engine covers. Where repair or replacement is required, the plant will, where possible, be taken out of use until repair or replacement of parts has been undertaken;
- If plant or machinery is found to be generating excessive noise, the plant will, where possible, be taken out of service until repairs can be undertaken to reduce noise levels generated;
- Plant will be switched off when not in use;
- High revving of engines will be minimised;
- Mobile plant under the control of the site management may be fitted with 'smart' or 'white noise' reversing alarms; and
- Good communication with local residents through a community liaison group.

2.4.9 We have provided a detailed overview of the likely noise and vibration created during the construction phases within the site we will look to ensure that construction best practises are adhered to (as set out in BS 5228:2009) will be utilised throughout the construction phases as outlined below:

2.5 Cumulative Traffic Management

2.5.1 The Project Execution Plan, which the London Borough of Croydon are also a party to. This effectively sets out how the two parties will look to liaise to ensure the effective management of construction practises within the site.

2.5.2 Given the timetables associated with the potential development of the adjacent "C Curve" commercial project, it is likely that other construction projects within the proximate area and wider London might influence the approach to the development of the site. This position will be closely monitored to ensure that we can react to future developments.

2.5.3 We have investigated as far as possible the proposed or actual durations of these schemes commencement dates and current progress, and conclude that these projects will in general not run concurrently with our project and there will, therefore not be any major impact to the traffic in the surrounding areas during our works.

2.6 Necessary Highway Works

2.6.1 As part of the site proposals, the intention is to make use of the existing connections to the road network, reducing the requirement for additional highways agreements with the local authority.

2.6.2 As part of the proposed development a new access road will be introduced to the site. This access way will be designed to adoptable standards and subject to an S278 Agreement. Any works relating to the adopted highway will be done in conjunction with Croydon Council as Highway Authority and will be communicated to key stakeholders.

2.7 Parking and Loading Arrangements

2.7.1 During the construction period, the security gates are set back to allow vehicles to wait without overhanging onto the highway. Banksman will supervise all arrivals and departures of vehicles and all vehicles will undergo a wheel wash to minimise mud being deposited on the public highway. In addition, the road outside the site will be swept at the end of each day and as necessary.

2.7.2 Parking on site will be provided. Although subcontractors will be encouraged to use public transport. Measure to promote the use of public transport include the following:

- arrangement of secure storage will be provided for tools on site
- details of the nearest public transport will be shown in the main office
- site foreman will be encouraged to explain the benefits of using public transport to their staff during tool box talks
- BDWH will restrict parking on site and explain to contractors during the tender process that they will be encouraged to car share and/or use public transport. Information shall be issued in the Pre-Tender documentation.

2.8 Parking Bay Suspensions - There are no parking bays on site that require suspension. Any parking bay suspension that is required will be sought where required prior to works being undertaken.

2.9 Temporary Pavement / Footway Closure

2.9.1 At present, it is not expected that the works associated with the sites will require the closure of any segments of public highway or footpaths for any prolonged period and the works subject to 278 agreements shall be programmed and agreed with the Highway Authority. Banksmen will operate within the site at all times to ensure that deliveries are safely managed and that pedestrian and other vehicles trips will not be unduly affected.

2.10 Partial Temporary Road Closure

2.11 Temporary Full Road Closure

2.12 Proposed Site Hoarding

2.12.1 The proposed hoarding will be located as highlighted in fig. 4. Additional specific fencing will be located in sensitive locations to ensure the protection of trees that will be retained within the site.

2.13 Pedestrians and Cyclist Safety

2.13.1 Construction traffic poses a potential risk to pedestrians and cyclist's safety, particularly when entering and exiting the site / loading areas. Vulnerable road user's safety will be ensured by the use of banksman during all periods of operation at the site. Qualified banksman will supervise all arrivals and departure of construction traffic. Final details / location etc to be agreed with London Borough of Croydon Highways Authority, prior to any works on site. **NB.** The site access roads are also used by the farmer, Mr Kent and his tenants. Traffic routes segregating construction vehicles and the general public, including public footpath users, shall be defined and managed by qualified banksman.

2.14 Details of Measures to Reduce Congestion

2.14.1 As previously stated in this plan, during the construction period, any delivery vehicle drivers approaching the site will call ahead to the duty banksman to be given permission to proceed to the site. If, for any reason, the banksman advises a driver not to proceed to the site, the driver will be instructed to wait at a designated location (to be agreed).

2.14.2 Construction traffic will be required to access and egress the site area via original hospital site entrance off Lion Green Road and all necessary signs will be erected to this reflect to the surrounding areas.

2.15 Proposed Start and End Dates for Phase 1 of Construction – 187 Units

2.15.1 The whole construction process is scheduled to be undertaken within 80 week programme; however, this is subject to variation.

1. R & S Joint Infrastructure works from week 01 to 13
2. Demolition/Remediation Core Area from week 01 to 26
3. Construction works from week 01 to 80 (Phase 1 187 Units)

The proposed project commences in June 15 and is anticipated to complete by December 2016 (dependent on market position)

2.16 Hours of Operation

2.16.1 The construction site will operate between:-

Monday – Friday 08:00 – 18:00 (site opens at 07:30 work starts 08:00).

Saturday 08:00 – 13:00

No Sundays or Bank Holidays (unless agreed in writing with local authority)

2.16.2 This will be ratified through the planning process, and any extension beyond these hours will need to be communicated to and agreed with the local residents and also the London Borough of Croydon.

2.17 Baseline Environmental Conditions

BDWH, an ISO14001 accredited company, ensures mitigation measures are put in place to prevent and minimise any impacts on the environment and uses good management to monitor and to maintain it. Site activities will be regularly reviewed and will respond to bespoke requirements within each phase of the development.

The site management team will also develop a Construction Environmental Management Plan which will stipulate the environmental aims and objectives during the remediation and housing construction phase of the development.

A comprehensive Environmental Statement was submitted in support of the planning application and incorporates within its scope all subjects requested from the London Borough of Croydon. The following highlights the mitigation measures to be implemented within each phase.

Dust Generation

The production of dust emissions will be minimised and/or controlled in order to reduce the impact on local residents, members of the public, construction personnel and ecological receptors. When making assessments the site management team will consider the Control of Pollution Act 1974, Planning Policy Guidance, Greater London Best Practice Guidance 2006 and the requirement of the Control of Substances Hazardous to Health (COSHH). Whilst limited in scope the Principle

The following activities have been identified for potential dust generation – All subcontractors will be responsible for ensuring method statements include monitoring control and prevention methods.

- Demolition – Dust screens and water suppressants will be used where necessary and where reasonable all operations will be positioned to ensure dust is minimized and retained within the development.
- Concrete Crusher – Dust screens and water suppressant will be used where necessary
- Vehicle Movements – Wheel wash and Road Sweepers will be used when necessary and will be sheet up by site access gate. Sheeting will be put on top dust generating material leaving and entering the site to prevent dust movement into the surrounding area.
- Brick / Concrete Cutting – A screened acoustic enclosure will be setup

- Miscellaneous- all dust generating tools will be suppressed with water

BDWH will ensure that hoses will be able to reach all areas of dust creation prior to works commencing. Should neighbours wish to raise concerns they will be able to contact the Project Director via the number shown on the site hoarding.

Noise and Vibration Management

We shall work closely with Local authority to determine the working hours for the site and at this stage we are working to the principles of:

Monday to Friday: 8am – 6pm

Saturday: 8am – 1pm

Sunday and bank holidays: No work allowed

All noisy operation outside of the permitted times will not be undertaken without prior consent from the London Borough of Croydon and consultation with any residents likely to be unduly affected.

Regular noise monitoring will be undertaken by the Divisional Safety, Health and Environment (SHE) Manager and a copy will be retained in the Site Safety Management System record folders. A copy of these assessments can be viewed on site.

BDWH will also comply with the requirements of the Control of Vibration at Work Regulations 2005 and British Standard 5228 (BS5228) 'Noise and Vibration Control on Construction and Open Sites' (2009). Assessments will be undertaken in order to determine the potential for vibration production and the impact on the neighbouring buildings; suitable mitigation measures will be introduced where the site team can reasonably remove the need for vibration works.

Mitigation against noise, where reasonable, will include the use of the quietest plant that can be used for the task. Regular checks will be undertaken to ensure that the plant is in good working order.

Should noise levels not be sufficiently reduced then noise barriers as recommended by the British Standard documents will be followed. All piling will be non-driven to reduce noise and vibration impacts on existing buildings and residents. BDWH will also ensure all noisy equipment, where possible, is situated away from existing residential properties.

All workers on site will be made aware of the need to keep noise and disruption to a minimum from plant, radios and vehicles. Site managers will ensure this is conveyed as part of the initial site induction and is maintained with good site management. Should any noise levels become unacceptable tool box talks will be used to ensure all site personnel are aware of environmental constraints.

A suitably qualified acoustic consultant will be appointed for each phase to give advice on acceptable noise levels.

The following activities have been identified for potential noise and vibration – All subcontractors will be responsible for monitoring and implementing prevention methods.

- Demolition
- Concrete Crusher
- Vehicle Movements – When idle, all construction vehicles will be required to have their engines switched off.
- Concrete Pours
- Brick / Concrete Cutting

Air Pollution

BDWH will conform to the Control of Pollution Act 1974 and the Environmental Protection Act 1990 and will therefore not burn any materials on site and will regularly check machinery which burns fuel to ensure it does not emit dark smoke once at working temperature and is well maintained.

The BDWH site management team will control emissions from plant by undertaking a SHE 55 Plant Arrival Check Sheet in order to ensure that items of plant are in good order before being allowed to work on site

Fuel Storage/ Hazardous substances

In order to control fuel storage on site the BDWH site management team will comply with Health and Safety requirements set out in our Occupational Health, Safety and Environmental Management Plan which details Chemical Storage, Discharge and Spillages. Each development will obtain a Hazardous Waste Registration for the Environment Agency. All fuels will be assigned designated storage areas, as highlighted on the Site Environmental Plan, with suitable bund arrangements located, where possible, away from the SSSI. Hazardous waste stations will also be located in the waste compound.

Operatives will be briefed at their induction on the control measures and Spill Kit Emergency Procedure will be available on site. Any waste oils/fuels will be removed from site by licensed waste carriers to a nominated and licensed waste management facility. Control documentation in the form of consignment notes with relevant European Waste Code reference numbers will be retained on site where they can be reviewed.

To ensure that materials are not improperly used suitable method statements and risk assessments will be put in place and reviewed by the site management team. All substances will be securely locked away when not in use.

Surface Water Run off

Existing drainage will be protected by sediment traps and maintained to ensure regular discharge is not impeded by the development of onsite operations.

Silt fences and sediment traps will be incorporated into hoarding and manholes to prevent the pollution into the local amenity areas.

Wheel washing facilities will include for suitable filtration methods to ensure that they do not impact on the local environment.

Artificial Lighting

The site will be provided with artificial lighting in order to ensure safe access and egress to the working areas. Consideration will, however, be given to the impact that such lighting will have on local residents and these lights, will be positioned/guarded to minimise the impact beyond the site boundary.

The site management team will carry out a review of the development at the end of each day in order to ensure that all lighting items are reduced. Where possible, lighting will be operated on a timer system or PIR control system. This will have an added benefit of reducing the environmental impact during the demolition/construction phase of this development.

This Environmental Management Plan document will be developed to ensure that all works within the site are undertaken in accordance with current applicable legislation, with particular regard to:

- The Health & Safety at Work etc Act 1974
- The Construction (Health, Safety & Welfare) Regulations 1996
- The Control of Asbestos at Work Regulations 2006
- The Control of Lead at Work Regulations 1998
- The (Lifting Operations & Lifting Equipment) Regulations 1998 (LOLER 98)
- Factories Act 1961
- Health and Safety at Work Regulations 1999
- The Control of Substances Hazardous to Health Regulations 2002 (and amended 2003, 2004)
- The Construction (Design & Management) Regulations 2015
- The Management of Health & Safety at Work Regulations 1999
- Personal Protective Equipment at Work Regulations 1992
- The Construction (Head Protection) Regulations 1989
- The Health & Safety (Safety Signs & Signals) Regulations 1996
- The Noise at Works Regulations 1989
- The Health & Safety (First Aid) Regulations 1981
- The Workplace (Health, Safety & Welfare) Regulations 1992
- The Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995 (RIDDOR)
- The Provision & Use of Work Equipment Regulations 1998
- The Manual Handling Operations Regulations 1992
- The Environment Act 1995
- The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991
- The Site Waste Management Plans (SWMP) Regulations 2008
- The Environmental Protection Act (EPA) 1990

- The Environmental Protection (Duty of Care) Regulations 1991 (and amended in 2003)
- The Hazardous Waste Regulations 2005
- The Waste Management Licensing Regulations 1994 (as amended)
- The Anti-Pollution Works Regulations 1999
- The Clean Air Act 1993
- The Control of Pollution Act (COPA) 1974
- The Control of Pollution and Noise from Demolition and Construction Sites Code of Practice 2004.
- The Road Vehicles (Construction and Use) Regulations 1996
- The Road Traffic Regulation Act 1984
- The Groundwater Regulations 2009
- The Water Resources Act 1991
- The Water Industry Act 1991
- The Water Act 2003
- The Waste (England and Wales) Regulations 2011
- The Control of Pollution (Oil Storage) (England) Regulations 2001
- The Contaminated Land (England) Regulations 2000 (as amended 2006)
- The Building Regulations 2011
- Construction Plant and Equipment (Harmonisation of Noise Emission Standards)
- BS 5228:2009 Noise and Vibration Control on Construction and Open Sites, Part 1 – "Noise" and Part 2 – "Vibration"

In order to ensure that these various items are not simply held within the CEMP documentation and are instead suitably communicated to the surrounding stakeholders, Barratt London will continue to engage with surrounding residents to ensure that any issues arising from both the pre - development and development stages within the site will be addressed at the earliest opportunity.

3.0 COMMUNITY / NEIGHBOURHOOD LIAISON

3.1 Local Commitment

3.1.1 BDWH will appoint the Project Director as the Neighbourhood Liaison Officer and will be named representative for the contact with the community as the development moves ahead. Barratt BDWH will implement the recommendations and all relevant requirements. These details and the traffic management information will be displayed on the site office notice board.

3.1.2 BDWH Limited will write to all of the people living in the immediate vicinity of the site prior to the start of the construction programme, detailing the scope of the project and the contact details for the Contractors and the Project Director whom they can contact in the event that they any concerns or difficulties.

3.1.3 During the construction phases, information will be provided through a monthly newsletter to all people living in the immediate vicinity of the site that they will also be invited to an onsite monthly surgery meeting with the applicant and the Project Director, so that any concerns can be voiced and agreement reached on action to be taken to tackle those concerns where practical.

'The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with Croydon Council. The Project Director shall work with the Council to review this Construction Management Plan, if problems arise in relation to the construction of the development. Any future revised plan must be approved by the Council and complied with thereafter'.

3.1.4 Where possible, during construction, BDWH will seek to employ local labour from within the immediate community.

3.1.5 BDWH shall, when required, sweep adjoining public footways and roads of dust and dirt generated from works undertaken on our site.

4.0 WASTE MANAGEMENT

4.1.1 The project will be registered with the Environment Agency. Registration details will be issued to all contractors. In addition a Waste Removal Company will be made responsible for the removal of all waste from site. Records of all waste removals will be issued to and retained by the BDWH Project Director. A Waste Management Plan will be developed, implemented and maintained in accordance with Barratt Group Standards and ISO14001 accreditation scheme.

5.0 ECOLOGY

5.1.1 A suitable Ecology consultant, AMEC Foster Wheeler, Environment and Infrastructure UK Ltd has been employed and has produced a report. Specifically, the following actions will be met:

5.1.2 Bats

As per the environmental statement, BDWH will, during construction and post construction ensure that no lighting is directed into the trees. A bat assessment has been undertaken by a suitably qualified ecologist prior to works being undertaken to the trees and their surrounding area.

5.1.3 Birds

No works will be undertaken during the nesting season (March-August) without a suitably qualified ecologist present. BDWH will also supply bird boxes in retained trees to account for the temporary loss of trees/shrubs.

5.1.4 Badgers

Badger setts have been investigated and have been deemed redundant – Setts have been blocked up under supervision by qualified consultant (AMEC-Foster Wheeler).

5.1.5 Further ecology

All construction operations will be suitably covered to ensure injury to wildlife using the site is avoided. Details of protected species will be visible in the site offices and in the event of any of these being seen on site BDWH will seek advice from a suitably qualified ecologist.

Appendix A

Indicative Programme

Pre Production Programme:

- Tree Protection Plan and Remediation
- Combined Services

Appendix B

Proposed Site Set Up

Appendix C

Vehicle Movements / Construction Schedule

Construction Traffic Summary Table

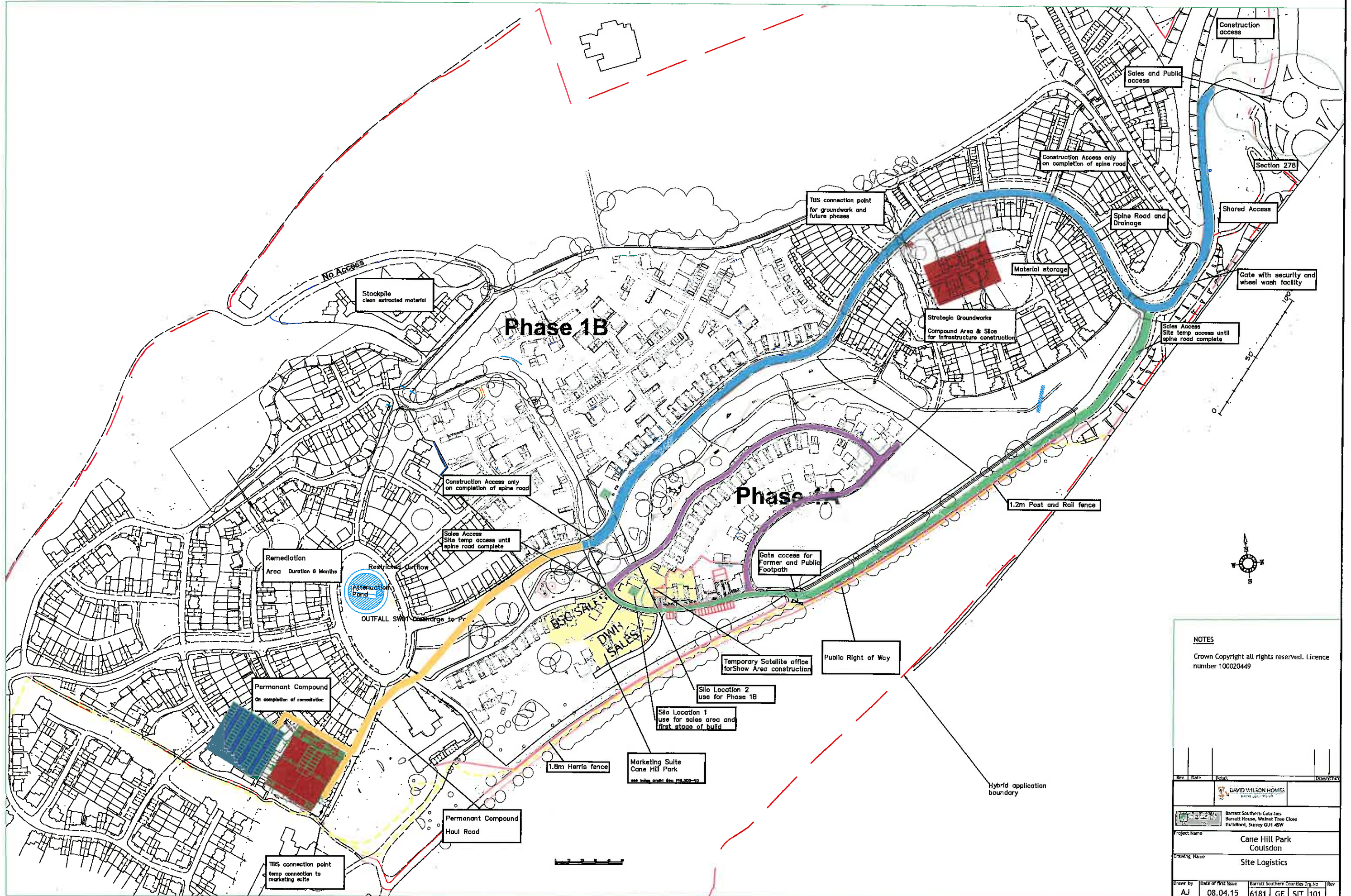
Phase	Week Number	Average Vehicle Movements per day	Total Vehicle movements
Demo and Remediation. Joint Infrastructure	Weeks 01 - 26	8/day	1020
Joint Infrastructure	Weeks 01 - 13	6/day	360
Housing Construction	Weeks 01 - 63	10/day	3100

Site plant overview

Plant and equipment	Demolition & Ground Works	Operations Vibro Piling	Concreting Activities	Building Fabrication	Road Works & Finishing works
Bulldozers	✓	✓			✓
Concrete crusher	✓				
Concrete silo & ready mix lorries		✓	✓		✓
Mobile Cranes	✓	✓	✓	✓	✓
Cutters, drills & small tools	✓	✓	✓	✓	✓
Excavators and breakers	✓	✓			✓
Piling Rigs		✓			
Generators	✓	✓	✓	✓	✓
Concrete pumps		✓	✓	✓	✓
Fork lift trucks	✓	✓	✓	✓	✓
Hydraulic cutters	✓	✓	✓	✓	✓
Asphalt laying equipment					✓
Scaffolding and hydraulic access platforms	✓		✓	✓	✓
Temporary supports	✓	✓	✓	✓	✓
Construction vehicle movements	✓	✓	✓	✓	✓

Appendix D

Logistics Plan

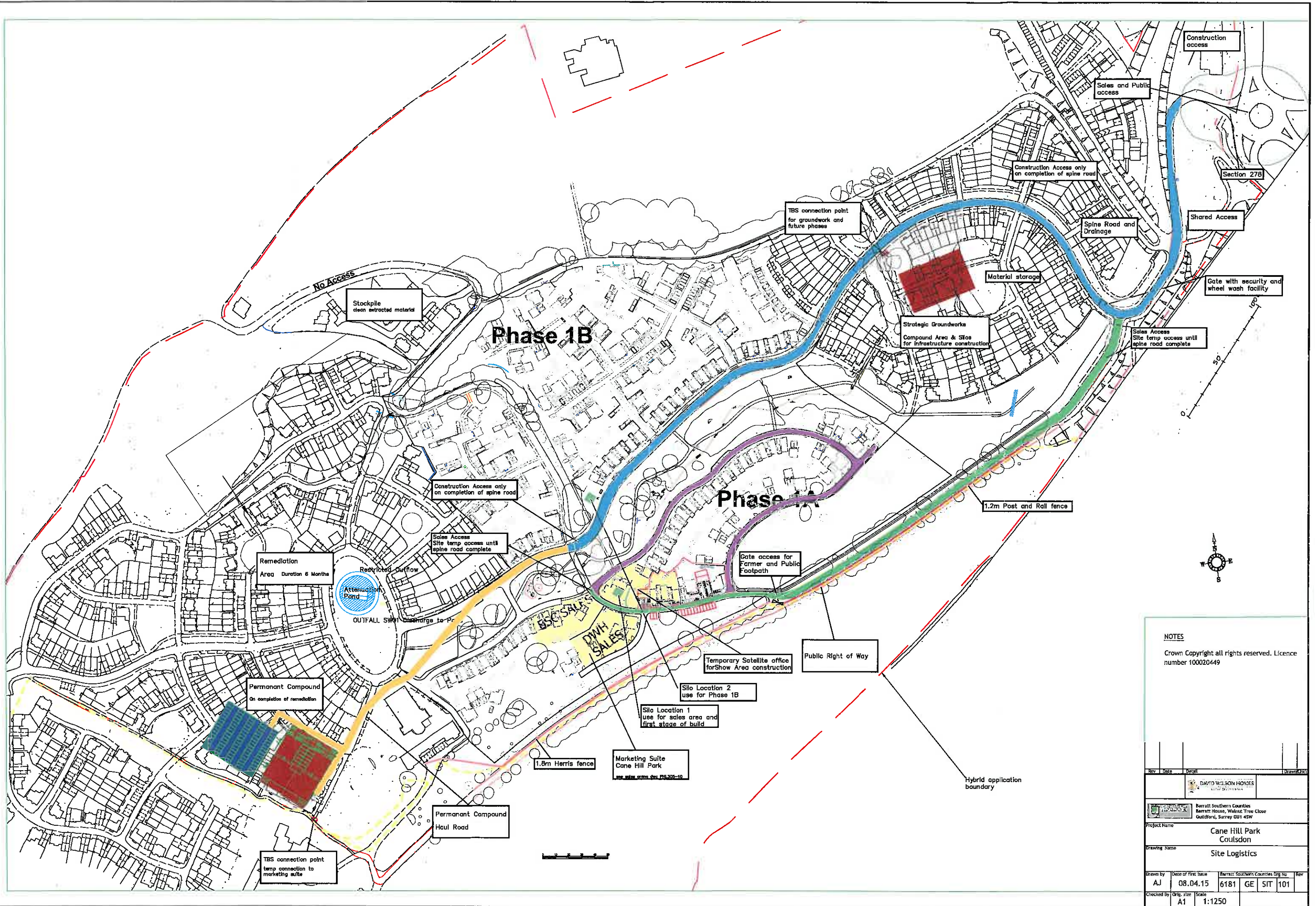


NOTES
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Rev	Date	Detail	Drawn/Chk
1	08.04.15	DAVID WILSON HOMES	
Barratt Southern Counties Barratt House, Walnut Tree Close Guildford, Surrey GU1 4SW			
Project Name Cane Hill Park Coulsdon			
Drawing Name Site Logistics			
Drawn by AJ	Date of first issue 08.04.15	Barratt Southern Counties 6181 GE SIT 101	Rev
Checked by A1	Scale 1:1250		

Appendix E

Stockpile Location Plan

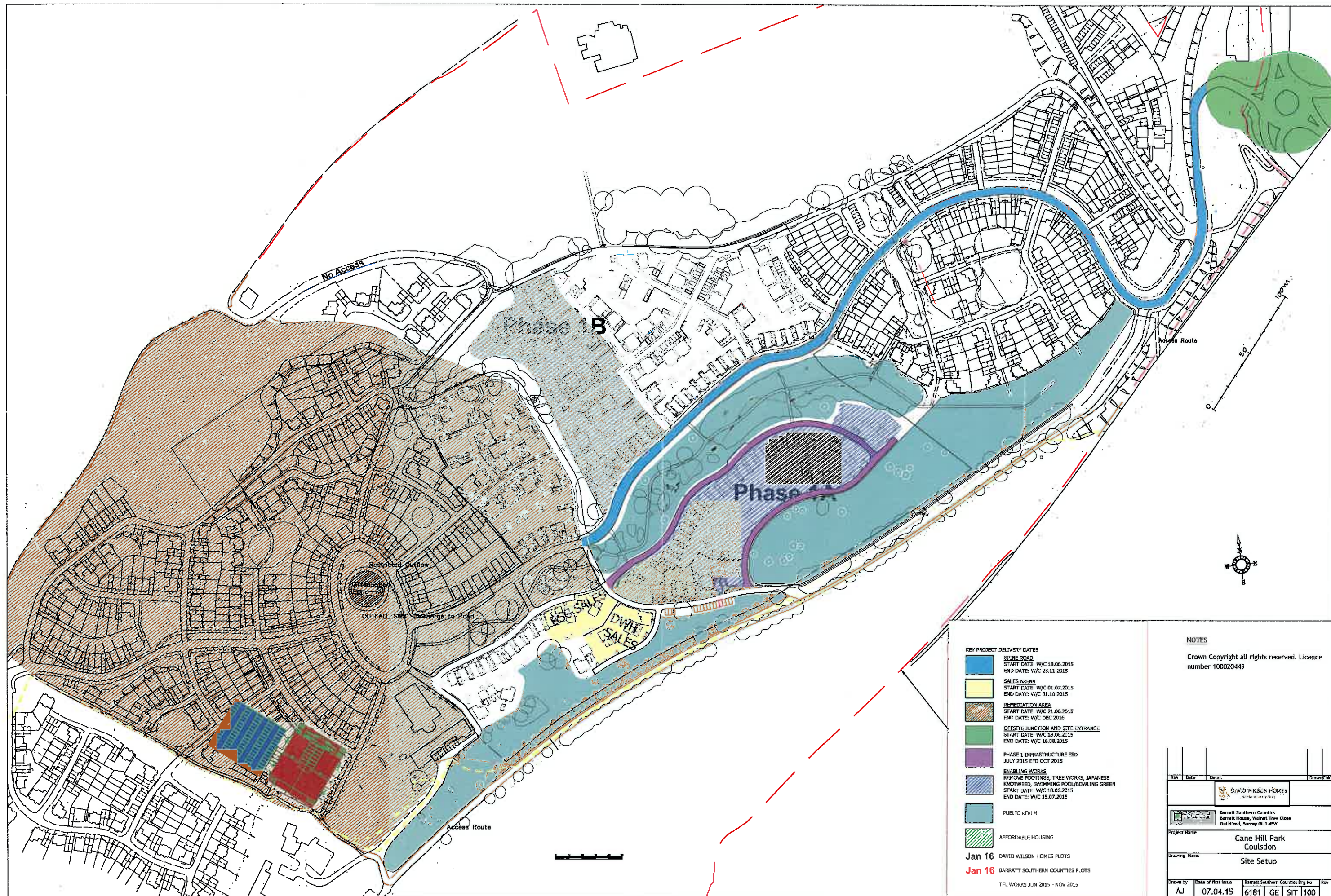


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Rev	Date	Detail	Drawn			Proj
		 DAVID WILSON HONES LTD OF BUILDERS				
		 Barratt Southern Counties Barratt House, Walnut Tree Close Guildford, Surrey GU1 4SW				
Project Name						
Cane Hill Park Coulsdon						
Drawing Name						
Site Logistics						
Drawn by	Date of first issue	Barratt Southern Counties Org No			Rev	
AJ	08.04.15	6181	GE	SIT	101	
Checked by	Orig. size	Scale				
A1	1:1250					

Appendix F

Phasing Plan



KEY PROJECT DELIVERY DATES			
	SPINE ROAD	START DATE: W/C 18.05.2015	END DATE: W/C 23.11.2015
	SALES AREA	START DATE: W/C 01.07.2015	END DATE: W/C 31.10.2015
	REMEDATION AREA	START DATE: W/C 21.06.2015	END DATE: W/C DEC 2016
	OFFSITE JUNCTION AND SITE ENTRANCE	START DATE: W/C 18.06.2015	END DATE: W/C 18.08.2015
	PHASE 1 INFRASTRUCTURE ESD	JULY 2015 EFD OCT 2015	
	ENABLING WORKS	REMOVE FOOTINGS, TREE WORKS, JAPANESE KNOTWEED, SWIMMING POOL/BOWLING GREEN	START DATE: W/C 18.06.2015
	PUBLIC REALM	END DATE: W/C 15.07.2015	
	AFFORDABLE HOUSING		
Jan 16 DAVID WILSON HOMES PLOTS			
Jan 16 BARRATT SOUTHERN COUNTIES PLOTS			
TFL WORKS JUN 2015 - NOV 2015			

NOTES
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REV	Date	Detail	Drawn	CHKD
			DAVID WILSON HOMES	
			Barratt Southern Counties Barratt House, Walnut Tree Close Guildford, Surrey GU1 4BW	
Project Name: Cane Hill Park Coulsdon				
Drawing Name: Site Setup				
Drawn by	Date of first issue	Barratt Southern Counties Eng No	Rev	
AJ	07.04.15	6181	GE	SIT 100
Checked by	Orig. size	Scale		
A1		1:1250		

Appendix G

Ecology Report – AMEC Foster Wheeler, Environment and Infrastructure UK Ltd

Appendix H

Wildlife corridor - AMEC Foster Wheeler, Environment and Infrastructure UK Ltd

DATED

2015

(1) BDW TRADING LIMITED

and

(2) HYDE NEW BUILD LIMITED

and

(3) HYDE HOUSING ASSOCIATION LIMITED

AGREEMENT FOR SALE & DEVELOPMENT AGREEMENT

relating to the construction and sale of 32 affordable units at Cane Hill,
Coulsdon

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THIS AGREEMENT is made on the day of 2015

BETWEEN:

(1) The Seller

BDW TRADING LIMITED

Registered Number: 03018173

Registered Office: Barratt House, Cartwright Way, Forest
Business Park, Bardon Hill, Coalville, Leicestershire,
LE67 1UF

(2) The Buyer

HYDE HOUSING ASSOCIATION LIMITED

A community benefit society with registered number
18195R

Registered Office: 30 Park Street, London SE1
9EQ

(3) The Build Co

HYDE NEW BUILD LIMITED

Registered Number: 07250525

Registered Office: 30 Park Street, London SE1 9EQ

NOW IT IS AGREED as follows:-

1. DEFINITIONS

In this Agreement unless the context otherwise requires the following words and expressions have the following meanings assigned to them respectively that is to say:

Agreement for Lease means the agreement for lease dated 16 July 2012 made between (1) the Landowner (2) the Seller and (3) Barratt Developments plc

Affordable Housing means the 32 dwellings comprising the Phase 1 Units and the Phase 2 Units and the Phase 3 Units and the Phase 4 Units and the Phase 5 Units and the Phase 6 Units to be constructed on the Property by the Seller in accordance with the Approved Plans

Affordable Housing Consideration means the sum of Five Million Eight Hundred and Seventy Five Thousand Pounds (£5,875,000.00) inclusive of VAT comprising (for the avoidance of doubt) the Phase 1 Consideration and the Phase 2 Consideration and the Phase 3 Consideration and the Phase 4 Consideration and the Phase 5 Consideration and the Phase 6 Consideration

Approved Plans means the Plan, the layout plans, elevations, sections,

landscaping schemes the Drawings and other drawings and Specification detailing proposals for the development of the Infrastructure and the Affordable Housing on the Site together with any variation to the Infrastructure that may be agreed by the Seller with the statutory authorities or supply companies and any variation to the Affordable Housing pursuant to clause 14 of this Agreement and attached as Schedule 1

Associated Persons

A person (including without limitation an agent, subsidiary or sub-contractor who performs services for or on the Seller's behalf

Assurance

means the deed for the transfer of each Unit Phase to the Buyer which shall be in the form annexed at Schedule 6 by way of example or in such other form as shall be required by the Seller with amendments reasonably proposed by the Buyer (and any management company which is required to be party thereto) and approved in writing by the Buyer or the Seller (as appropriate) (such approval not to be unreasonably withheld or delayed) and if the form of assurance cannot be agreed between the parties then the matter shall be referred for Expert determination in accordance with the provisions of clause 18

Bribery Act

The Bribery Act 2010

Build Lease

means the build lease which is to be entered into between (1) the Landowner and (2) the Seller pursuant to the terms of the Agreement for Lease which shall for the avoidance of doubt be on terms enabling the Seller to transfer the relevant Unit Phase(s) on the relevant Completion Date(s)

Buyer

means the second named party hereto

Build Co's Agent

means the appropriately qualified person appointed from time to time by the Buyer (and notified to the Seller in writing as such) for the purpose of agreeing that each Stage of each Unit has been Constructed and generally

	for the purposes of this Agreement
Buyer's Solicitors	means Trowers & Hamlins LLP of 10 Colmore Row Birmingham B3 2QD (Reference: Kate Davies 10182.444)
CDM Regulations	means the Construction (Design and Management) Regulations 2007 and any amendments or modifications or the enactment of them
Certificate of Making Good Defects	means the certificate issued in accordance with clause 21.3
Completion Date	in relation to each Unit Phase means the later of:- <ol style="list-style-type: none"> (1) the date ten Working Days after the date of issue of a Golden Brick Notice by the Seller on the Landowner in accordance with the terms of the Build Lease; or (2) the date ten Working Days after the date upon which the Pre-Condition has been discharged by way of satisfaction or waiver by the Buyer and the Build Co
Constructed	means in relation to any Stage of any Unit agreement between the Build Co's Agent and the Seller or determination by the Expert pursuant to the provisions of clauses 15 and 18 that the relevant Unit has been constructed to the relevant Stage in accordance with the terms of this Agreement and in relation to the Final Stage a cover note has been issued by the NHBC and the expression " Construction " shall be construed accordingly
Contract Period	means the period from the date of this Agreement up to and including 30 September 2015
Contract Rate	means 4% over the base rate of Barclays Bank Plc from time to time
Contractor	means any person appointed or otherwise acting as building contractor for the purposes of the Development which may be the Seller or (subject to the prior written

approval of the Buyer, not to be unreasonably withheld or delayed) such other reputable company as may be nominated by the Seller and the expression "**Contractors**" shall be construed accordingly

Corrupt Activity

Bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under sections 1, 2 or 6 of the Bribery Act whether in connection with the Development or otherwise

Defects Liability Period

means in relation to any Unit the period of 12 months commencing on the date that the Final Stage of the Unit has been Constructed

Deposit

means the sum of One Pound (£1.00)

Development

means the design, construction and development of the Infrastructure and the Affordable Housing in accordance with the Approved Plans

Documents

means all drawing plans models specifications reports calculations charts diagrams sketches (including without limitation any other items retained on or in any computer software or other electronic medium) and other works prepared conceived or developed by or on behalf of the Seller in the course of or as a result of carrying out the Works whether in existence or to be made or produced and including all amendments additions and all designs ideas concept and inventions contained in them

Drawings

the drawings prepared by the Seller and comprising the drawing numbers set out in Schedule 1

Drop Dead Date

means 31 March 2019

Estate Road

means the roads and footpaths to be constructed to adoption standards on the Site and which are to provide pedestrian and vehicular passage between the relevant Unit(s) and the existing public highway

Expert

an expert more particularly defined in clause 18 of this

	Agreement
Final Stage	shall have the meaning set out in Schedule 5
First Stage	shall have the meaning set out in Schedule 5
First Stage Payment	means the payment in respect of each Unit Phase which relates to the First Stage as set out in the payments matrix at Schedule 2 hereof in the column marked "Work Stage 1 Oversight and Foundations"
First Stage Works	means those elements of the Works required in respect of a Unit Phase in order to meet the First Stage
Handover Documents	means those documents set out at Part 2 of Schedule 10
Health & Safety File	means the health and safety file required under the CDM Regulations comprising those items set out in Schedule 9
Infrastructure	means the Estate Road to be constructed and laid to base course level together with footpaths lighting verges sewers and landscaped areas as the same are to be approved and adopted by the local authority and the Service Media with sufficient capacity necessary to serve the Property
Insolvency Event	means either <ul style="list-style-type: none"> (1) a resolution is passed or an order is made for or in connection with the winding up of the Defaulting Party other than for the sole purpose of a scheme for a solvent amalgamation of the Defaulting Party with one or more other companies or the solvent reconstruction of the Defaulting Party; or (2) an order is made for the appointment of an administrator or an administrator is appointed over the Defaulting Party; or (3) the holder of a qualifying floating charge over

	the assets of the Defaulting Party has appointed an administrative receiver; or
	(4) a receiver is appointed over the assets of the Defaulting Party
LADs	means £250 per Unit per week
Land Payment	means the payment in respect of the land on which each Unit Phase is to be constructed as set out in the payments matrix at Schedule 2 hereof, in the column marked "Land Value"
Landowner	means GLA Land and Property Limited
Local Plan	means any proposed, draft or actual Local Plan, Structure Plan, local development frame work document, Unitary Development Plan and any Planning Brief and Regional Guidance.
Local Planning Authority	means any local planning authority for the area in which the Property or any part of it is situated.
Long Stop Date	means 31 March 2018 subject to extension under clause 13.2.1 of this Agreement in respect of each Unit
Moral Rights	means moral rights under Chapter IV Part 1 Copyright Designs and Patents Act 1988
Phase 1 Consideration	means the sum of Four Hundred and Forty Seven Thousand and One Hundred and Twenty Seven Pounds (£447,127.00)
Phase 2 Consideration	means the sum of Four Hundred and Ninety Seven Thousand and One Hundred and Eighty Three Pounds (£497,183.00)
Phase 3 Consideration	means the sum of Seven Hundred and Eight Thousand and Three Hundred and One Pounds (£708,301.00)
Phase 4 Consideration	means the sum of Four Hundred and Ninety Seven Thousand One Hundred and Eighty Three Pounds (£497,183.00)

Phase 5 Consideration	means the sum of Eight Hundred and Sixty Nine Thousand and Five Hundred and Ten Pounds (£869,510.00)
Phase 6 Consideration	means the sum of One Million One Hundred and Eighty Six Thousand and One Hundred and Eighty Six Pounds (£1,186,186.00)
Phase 1 Dwellings	means the 3 dwellings being plot numbers 99 - 101 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in accordance with the Approved Plans
Phase 2 Dwellings	means the 4 dwellings being plot numbers 120 - 123 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in accordance with the Approved Plans
Phase 3 Dwellings	means the 6 dwellings being plot numbers 125 - 130 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in accordance with the Approved Plans
Phase 4 Dwellings	means the 4 dwellings being plot numbers 144 – 147 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in accordance with the Approved Plans
Phase 5 Dwellings	means the 6 dwellings being plot numbers 164 - 169 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in accordance with the Approved Plans
Phase 6 Dwellings	means the 9 dwellings being plot numbers 170 - 178 shown edged red on the Plan together with any curtilages parking spaces garages (if any) and accesses to be constructed on the Property by the Seller in

	accordance with the Approved Plans
Plan	means the plan(s) annexed at Schedule 3
Planning Permission	means planning permission dated 21 October 2014 given reference 13/02527/P which enables the Seller to carry out the Development in accordance with the Specification
Practical Completion	shall have the meaning set out in Schedule 5 in the definition of the Final Stage and as further described in clause 15.2 and "Practically Completed" shall be construed accordingly
Practical Completion Certificate	means a certificate issued by the Build Co's Agent to the Seller that Practical Completion of the Affordable Housing or relevant Unit(s) has occurred
Pre-Condition	means the condition precedent set out in Schedule 8 of this Agreement
Property	means the land and premises upon which the Affordable Housing shall be constructed at the former Cane Hill Hospital, Coulsdon shown for the purposes of identification only edged red on the Plan and comprising part of the land registered at the Land Registry under title number SGL610743
Retention	means the retention in respect of each Unit set out in the payments matrix in Schedule 2
Section 106 Agreement	a planning agreement dated 20 October 2014 made between (1) London Borough of Croydon (2) GLA Land and Property Limited (3) BDW Trading Limited (4) and Transport for London
Seller's Solicitors	means Osborne Clarke of Temple Back East, Temple Quay, Bristol, BS1 6EG (Reference: LJB/1015951)
Seller's Solicitors Bank Account	means the bank account details to be notified by the Seller's Solicitor to the Buyer's Solicitor prior to the date of this agreement and any updated details provided

	thereafter
Service Media	means pipes, meters, sewers, attenuation systems, pumping stations, drains, mains, ducts, gutters, watercourses, wires, cables, channels, flues and all other conducting media serving the relevant Unit(s) and includes any fixing louvers, cowls and any other ancillary apparatus or other service media from time to time substituted therefor for the transmission of foul and storm water, sewerage, gas, electricity, mains water and telecommunications
Site	means the land and premises required by the Seller to carry out the Development
Specification	means the specification(s) annexed as Schedule 4
Stage	a stage more particularly defined in Schedule 5 and “ Stages ” means one or more of those stages as the context admits
Stage Payment	means the relevant sum set out in the payments matrix in Schedule 2 payable in respect of each Unit within the relevant Unit Phase
Standard Conditions	means the Standard Conditions of Sale (Fifth Edition)
Target Date	means for each Unit 31 March 2017
Unit	any individual dwelling comprised in the Affordable Housing and the word “ Units ” shall be construed accordingly
Unit Phase	means either the Phase 1 Dwellings or the Phase 2 Dwellings or the Phase 3 Dwellings or the Phase 4 Dwellings or the Phase 5 Dwellings or the Phase 6 Dwellings (as applicable)
Unit Phases	means the Phase 1 Dwellings and the Phase 2 Dwellings and the Phase 3 Dwellings and the Phase 4 Dwellings and the Phase 5 Dwellings and the Phase 6 Dwellings (as applicable) collectively

Unit Price	the price of each Unit as set out in the payments matrix in Schedule 2
VAT	means Value Added Tax or any like tax
Working Days	means any day upon which the London clearing banks are open for business

2. INTERPRETATION

- 2.1. Words importing gender include any other gender and words importing the singular where the context so admits include the plural and vice versa
- 2.2. The clause headings shall not affect the construction of this Agreement
- 2.3. References to statutory provisions shall be construed as references to those provisions amended or re-enacted or modified from time to time

3. AGREEMENT FOR SALE

- 3.1. In consideration of the Deposit (receipt of which the Seller acknowledges) and subject to discharge of the Pre-Condition by way of satisfaction prior to the expiry of the Contract Period the Seller agrees to sell and the Buyer agrees to purchase the Affordable Housing for the Affordable Housing Consideration with full vacant possession (subject to the licence granted by clause 4.2 of this Agreement) on the terms and conditions contained in this Agreement
- 3.2. The assurance(s) of the Unit Phases to the Buyer shall be in the form of the Assurance and shall be entered into by the Landowner as land owner and the Seller as developer
- 3.3. If the Pre-Condition is not satisfied on or before the expiry of the Contract Period then either party may at any time thereafter terminate this Agreement by giving to the other ten (10) Working Days written notice to that effect and if at the expiry of such period (the "Termination Date") the Pre-Condition remains unsatisfied then this Agreement shall determine and clause 3.4 shall apply
- 3.4. If this Agreement is terminated pursuant to clause 3.3 then the Buyer shall cancel any registration of this Agreement at the Land Registry and neither party shall have any further claim against the other arising out of this Agreement save in respect of any antecedent breach

- 3.5. The Seller shall use reasonable endeavours to procure the satisfaction of the Pre-Condition at its own expense as soon as reasonably practicable after the date of this Agreement
- 3.6. The Seller shall keep the Buyer reasonably informed of progress made in satisfying the Pre-Condition and shall confirm to the Buyer that the Pre-Condition has been satisfied as soon as reasonably practicable after the Pre-Condition has been satisfied and in any event within 2 Working Days of the date of satisfaction and shall provide to the Buyer and the Buyer's Solicitor certified copies of the Build Lease

4. COMPLETION

- 4.1. Provided that the Pre-Condition has been satisfied, both the Buyer and the Seller shall use reasonable endeavours to:
- 4.1.1. together with the Landowner, agree the form of Assurance for the Relevant Unit Phase before the date upon which it is agreed between the Buyer and the Seller (or determined by the Expert pursuant to clause 18) that the relevant Unit Phase is Constructed to the First Stage pursuant to clause 15.1, or in any event, as soon as reasonably practicable thereafter; and
 - 4.1.2. following agreement of the form of Assurance for the relevant Unit Phase, arrange for the same to be executed in duplicate as soon as reasonably practicable;
- 4.2. The Buyer shall provide their executed counterpart Assurance to the Seller as soon as reasonably practicable following execution.
- 4.3. The Seller shall, upon receipt of the Assurance executed by the Buyer:
- 4.3.1. provide the same to the GLA together with their executed counterpart Assurance and the Golden Brick Notice for the relevant Unit Phase in accordance with the terms of the Build Lease; and
 - 4.3.2. shall on the date of issue of the Golden Brick Notice, provide a copy by email to both the Buyer and the Buyer's Solicitor.
- 4.4. Completion in respect of each Unit Phase shall be at the offices of the Seller's Solicitors or where they may reasonably direct on the Completion Date whereupon:
- 4.4.1. the Buyer shall pay to the Seller the First Stage Payment for the relevant Unit Phase in addition to the Land Payment for the relevant Unit Phase;
 - 4.4.2. the Seller shall procure that the Landowner and the Seller shall complete the Assurance of the relevant Unit Phase to the Buyer;
 - 4.4.3. the Buyer shall deliver any other and necessary documents required to be entered into on completion relating to any management company documentation/deeds of covenant which may be required
- 4.5. The Buyer agrees with the Build Co and the Seller that as from the Completion Date of each Unit Phase the Buyer hereby grants to the Build Co and the Seller an irrevocable licence for the Seller and its contractors, sub-contractors and their respective agents, workmen, sub-contractors, licensees, invitees and all other persons or bodies engaged in the construction of the Affordable Housing to enter on

the part of the Property relating to that Unit Phase and to remain there with vehicles plant equipment and materials for the purposes of carrying out the construction of the Affordable Housing in accordance with the terms of this Agreement and for the avoidance of doubt but without prejudice to the generality of the foregoing to:-

4.5.1. erect and maintain temporary buildings including site cabins upon the part of the Property relating to that Unit Phase of such size and in such positions as may be reasonably required by the Seller;

4.5.2. store and maintain vehicles, plant, machinery, equipment, building materials and waste materials upon the part of the Property relating to that Unit Phase;

provided that the Seller shall obtain or procure the obtaining of all necessary planning permissions and other statutory approvals

4.6. The Unit Phases can complete in any sequence at the sole discretion of the Seller

4.7. If the Completion Date in relation to all Unit Phases has not occurred on or prior to expiry of the Long Stop Date then either party may at any time thereafter terminate this Agreement in relation to any Unit Phases whose Completion Dates have not occurred by giving to the other 10 (ten) Working Days' notice to that effect and this Agreement shall determine on the tenth Working Day unless in the meantime the First Stage has been completed in relation to that Unit Phase

5. **CAPACITY**

The Landowner shall sell with limited title guarantee but the obligations contained in Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 shall be borne by the Buyer.

6. **TITLE**

6.1. The Landowner's title to the Site is registered at the Land Registry with title number SGL610743

6.2. The Seller has the benefit of the Agreement for Lease

6.3. The Buyer's Solicitors having been supplied with copies of the Landowner's registered title as at 7 August 2014 and timed at 15:58:30 (the **Official Copies**) in respect of title number SGL610743 the Buyer is deemed to purchase with full knowledge of the contents of those documents and is not entitled to raise objections or requisitions in relation to them except in relation to matters revealed by the Buyer's usual pre-completion searches

6.4. The Seller undertakes with the Buyer to procure that it will;

6.4.1. apply to the Land Registry to register the Build Lease and to seek a release of the existing unilateral notice protecting the Agreement for Lease referred to at entries C7 and C8 of the Official Copies as soon as reasonably practicable after the date of completion of the Build Lease;

- 6.4.2. pay all fees and stamp duty land tax required to procure registration of the Build Lease as soon as reasonably practicable following completion of the Build Lease;
- 6.4.3. promptly deal with any requisitions raised by the Land Registry and supply copies of all requisitions and any replies given to them to the Buyer promptly
- 6.4.4. keep the Buyer notified (at the Seller's cost) of the progress of the registration;
- 6.4.5. provide to the Buyer's Solicitor within two Working Days of completion of the said registration a copy of the Seller's title to the Property
- 6.5. The Seller shall, with five Working Days of completion of the Build Lease, procure from the Seller's Solicitors an undertaking in favour of both the Buyer and the Buyer's Solicitor in the form of clause 6.4 (save that in relation to clause 6.4.2, the undertaking shall be subject to receipt of the requisite cleared funds from the Seller) and shall provide the same to the Buyer's Solicitor.

7. MATTERS AFFECTING THE PROPERTY

- 7.1. The Property is sold subject to and together with the benefit of as the case may be the rights easements covenants agreements declarations exceptions reservations and other matters contained or referred to in the documents and registers of title mentioned in clause 8 insofar as they still subsist are capable of being enforced and relate to the Property or contained or referred to in the Assurance
- 7.2. The Property is sold subject to :-
 - 7.2.1. all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually registered;
 - 7.2.2. all notices served and orders financial or other demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement;
 - 7.2.3. all actual or proposed notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country Planning;
 - 7.2.4. all easements quasi easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;
 - 7.2.5. all charges drainage rates and other outgoings as may now affect or be charged to the Property;
 - 7.2.6. any unregistered interests which fall within any of the paragraphs of Schedule 3 of the Land Registration Act 2002 and such unregistered interests as may affect the Property to the extent and for so long as they

are preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002 rights exceptions liabilities to repair or contribute to the repair of sewers drains pipes party structures and other like matters whether or not apparent on inspection;

7.2.7. all other matters whatsoever affecting the Property which are capable of discovery by searches enquiries inspections and surveys made by or on behalf of a reasonably prudent buyer whether or not such searches enquiries inspections and surveys have been made by or on behalf of the Buyer;

7.2.8. all matters apparent upon inspection of the Property

8. DISCLAIMER

8.1. The Buyer admits:-

8.1.1. it has inspected the Site and purchases the Property with full knowledge of its actual state and condition and takes it as it stands but without prejudice to the Seller's obligations in clause 13.1

8.1.2. it enters into this Agreement

8.1.2.1. solely as a result of its inspection of the Site; and

8.1.2.2. on the basis of the terms of this Agreement and not in reliance on any representation or warranty either written or oral or implied made by or on behalf of the Seller save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary enquiries raised by the Buyer's Solicitors whether in correspondence or otherwise

8.2. The Buyer shall have no claim against the Seller and the Seller shall have no liability to the Buyer for compensation or otherwise in the event of there being any change in the postal address of the Property after completion of the sale and purchase of the Property

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and may only be varied in writing under the hands of the parties to this Agreement

10. INCORPORATION OF STANDARD CONDITIONS OF SALE

The Standard Conditions shall apply to this Agreement insofar as they are applicable to a sale by private treaty and are not inconsistent with any other terms of this Agreement and shall be amended as follows:-

- 10.1. Condition 1.1.1(m) shall have added to it the words "and such working days shall expire at 4.00 p m"
- 10.2. Condition 1.3.4 – insert after the word "delivered" the words "subject to contrary proof"
- 10.3. Conditions 2.2, 3.1.3 and 5 shall not apply
- 10.4. Condition 4.4.2 shall be amended by the substitution of the words "at the Buyer's sole cost and expense" for the words "pay for"
- 10.5. Condition 7.1 applies only to statements made or confirmed in writing by the Seller's solicitors before the date hereof
- 10.6. Condition 7.7 – add as a new condition the following: "Insolvency – If the Buyer passes a resolution to wind up (except in the case of a solvent restructure), is served with a petition for winding-up or bankruptcy or applies for an administration order or an order under Section 253 of the Insolvency Act 1986 or if a receiver or an administrative receiver is appointed in respect of any of the assets of the Buyer the Seller may serve notice upon the Buyer rescinding the Agreement and the Seller shall be entitled to the Deposit and the return of any the Stage Payment(s) and/or Retention(s) retained by the Buyer in accordance with this Agreement as appropriate"

11. VAT

All sums made payable under this Agreement are inclusive of VAT (save sums payable in relation to post-contract variations or agreed extras which are exclusive of VAT (if any)) and any obligation to pay money includes an obligation to pay any VAT chargeable in respect of that payment and on the Completion Date the parties acknowledge that the supply will be of the partially completed Affordable Housing and the Seller warrants that to the best of its knowledge and belief it is entitled to zero-rate the supplies to the Buyer and Build Co

12. RESTRICTIONS ON DEALING WITH THIS AGREEMENT

- 12.1. This Agreement is personal to the Buyer and Build Co and shall not be capable of assignment nor shall the Seller be required to convey transfer or lease the Property or any part of it to anyone other than the Buyer or an organisation with the same Group (as defined by the Companies Act 2006) Provided That such organisation is of equivalent financial standing to the Buyer and/or BuildCo (as applicable)
- 12.2. The Seller shall be entitled to assign the benefit of this Agreement to a company within the same Group (as defined by the Companies Act 2006) of companies without the prior consent of the Buyer

13. THE SELLER'S OBLIGATIONS

The Seller agrees with the Build Co as follows:-

13.1. Commencement of Development

The Seller will as soon as reasonably possible after exchange of this Agreement (unless prevented by any act, matter or thing beyond the reasonable control of the Seller) and satisfaction of the Pre-Condition diligently procure the design construction and completion of the Affordable Housing, Infrastructure and Estate Roads:

- 13.1.1. with all practicable speed in a proper and workmanlike manner;
- 13.1.2. with good-quality, new, materials sufficient and proper of their several kinds;
- 13.1.3. in conformity in every respect (save only as hereinafter mentioned) with the Approved Plans the Planning Permission and the Section 106 Agreement;
- 13.1.4. in accordance with this Agreement and in conformity with all regulations or requirements of the local or other authorities (including the CDM Regulations);
- 13.1.5. in compliance with any other approvals required under this Agreement as appropriate so that the Affordable Housing shall be Constructed to the Final Stage and fit for occupation in accordance with this clause 13 of this Agreement;
- 13.1.6. in accordance with the Code for Sustainable Homes (level 4), the GLA London Housing Design Guide, the Building for Life requirements and Secured by Design Part 2; and
- 13.1.7. in accordance with the requirements of the NHBC to ensure a cover note is issued for each Unit (for the avoidance of doubt such cover note to be provided in accordance with clause ~~15.2.6.3~~15.2.6.4).
- 13.1.8. in accordance with any reasonable requirements of the relevant local authority and/or highways authority necessary to ensure the Estate Roads are completed to adoptable standards and are capable of adoption.

13.2. Construction of the Affordable Housing

- 13.2.1. Subject to the provisos to this clause the Seller shall use its reasonable endeavours to procure that each of the Unit Phases is Constructed to the Final Stage as soon as reasonably practicable and by the Target Date (PROVIDED THAT neither the Buyer nor the Build Co shall have any remedy against the Seller for failure to Construct a Unit Phase to the Final Stage by the Target Date) and PROVIDED FURTHER THAT the Seller shall in any event achieve Construction of the Final Stage of the relevant Unit Phase by the relevant Long Stop Date and PROVIDED FURTHER THAT if Construction of the Final Stage of each of the Unit Phases by the relevant Long Stop Date is delayed on one or more occasions in consequence of one or more of the following events (subject to the Seller taking reasonable steps to minimise such delays) :-

- 13.2.1.1. force majeure;
- 13.2.1.2. exceptionally inclement adverse weather conditions;
- 13.2.1.3. civil commotion local combination of workmen strike or lockout affecting any of the trades employed upon the Development or any of the trades engaged in the preparation manufacture or transportation of any of the goods or materials required for the Development;
- 13.2.1.4. the United Kingdom Government exercising after the date of this Agreement any statutory power directly affecting the execution of the Development by restricting the availability or use of labour essential to the proper carrying out of the Development or preventing the Seller or its contractors from or delaying the Seller or its contractors in securing any goods materials fuel or energy that are essential to the proper carrying out of the Development;
- 13.2.1.5. local authority or statutory undertaker carrying out work in pursuance of its statutory obligations in relation to the Development or failing to carry out such work;
- 13.2.1.6. destruction of or damage to the Development by any insured risk in respect of which the Seller has complied with its obligations under clause 13.4;
- 13.2.1.7. the Buyer's representatives requiring the Seller to open up any completed works for inspection unless the inspection reveals the failure by the Seller to comply with its obligations under this Agreement;
- 13.2.1.8. any labour goods or materials required for any of the Development being unavailable due to any circumstances beyond the control of the Seller and its Contractors;
- 13.2.1.9. any delay resulting from the discovery during the course of the Development of:-
 - 13.2.1.9.1. adverse ground conditions;
 - 13.2.1.9.2. munitions or unexploded devices;
 - 13.2.1.9.3. protected species of flora fauna or wildlife;
 - 13.2.1.9.4. archaeological items
- 13.2.1.10. any delay occasioned by any act or omission of the Buyer including any delay resulting from dealing with any

request for a variation submitted by the Buyer pursuant to clause 14.3 of this Agreement;

then the relevant Long Stop Date shall be extended by such reasonable period as may be agreed with the Build Co's Agent (acting reasonably) to make due allowance for such delay and any dispute shall be referred to an Expert for determination in accordance with clause 18

13.2.2. If the Seller shall fail to achieve Construction of the relevant Unit(s) to the Final Stage by the relevant Long Stop Date:

13.2.2.1. the Buyer shall not be entitled to any compensation or damages for any loss suffered directly or indirectly as a result of the Seller failing to construct the relevant Unit(s) by the relevant Long Stop Date

13.2.2.2. the Seller shall pay to the Buyer the LADs for the relevant Unit(s) for each week or proportionately for part thereof that Construction of the Final Stage of such Unit(s) is delayed calculated from the relevant Long Stop Date until the date on which the relevant Unit(s) is Constructed to the Final Stage (or until this contract is determined). The Buyer's entitlement to LADs shall be in full and final settlement of any claim arising from such delay but shall be in addition and without prejudice to any other rights and remedies available to it for any breach of the terms of this Agreement

13.3. **Comply with Statutes, Regulations, Etc**

To do or to procure the doing of all acts and things in the completion of the Development required by law and to procure the carrying out of the Development in conformity in all respects with the Planning Permission any relevant planning agreement and the provisions of the applicable statutes and with the by-laws, regulations and proper requirements of the relevant local authority and all public utility undertakings respectively and to pay all proper claims for the fees, charges, fines, penalties and other similar payments which during the progress of the Development may become payable or be properly or lawfully demanded by any competent authority in respect of the Development

13.4. **Insurance**

13.4.1. At all times during the Development until Practical Completion of the last of the Units of the relevant Unit Phase to insure the same or such parts thereof as shall not have been sold in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction

together with professional fees and other expenses incidental thereto against loss or damage by fire and any other risk usually insured against in respect of a development of this nature and to pay all premiums and other monies necessary for this purpose and to produce to the Build Co and the Buyer on reasonable demand the policy or policies of insurance maintained by the Seller under the provisions of this sub-clause

13.4.2. The Seller shall take out and maintain in full force and effect throughout the period of performance of the Development professional indemnity insurance in an amount of not less than five million pounds (£5,000,000) for any one occurrence or series of occurrences arising out of any one event provided always that such type of insurance is available to professional persons acting in the capacity of the Seller at commercially reasonable rates

13.4.3. The Seller shall supply to the Build Co upon the Build Co's reasonable request with a copy of any relevant insurance policies or full details of the policies, and provide documentary evidence of renewal of the insurance and confirmation that the premium has been paid

13.5. Inspection of Affordable Housing

To permit the Build Co and/or the Build Co's Agent and/or other relevant parties authorised by the Build Co to enter on the Property at reasonable times after reasonable prior notice to view the state and progress of the Affordable Housing and to inspect and test the material and workmanship for the purpose of ascertaining generally that all the obligations of the Seller under this Agreement are being duly observed and performed and for any other reasonable purpose Provided That the person so permitted shall not interfere with the carrying out of the Development or impede its progress and shall refer all matters whether of complaint or otherwise to the Seller or the Seller's representative and not to the Seller's contractors, sub-contractors, agents or workmen and shall comply with the Health and Safety Regulations and any similar regulations imposed by the Seller

13.6. Restrictions on Use

Not to use or permit or suffer to be used the Property or any part thereof for any purpose other than that of carrying out the Development

13.7. NHBC Insurance

To procure that the Affordable Housing is entered on the register maintained by the National House Building Council ("**NHBC**") by the date of the Assurance of the first Unit Phase and that the Affordable Housing built on the Property will be built so as to comply with the requirements of NHBC and so as to qualify for the appropriate certificate of guarantee or insurance for a period of 12 years and with additional insolvency cover and promptly to provide the Buyer with evidence of such registration

13.8. Roads and Sewers

13.8.1. The Seller shall at its absolute discretion have the ability to keep the Estate Roads and the foul and storm water sewers and any open space

required by the Section 106 Agreement or Planning Permission to be constructed and laid within the Property private (so far as the Seller is entitled to do so and so as not to act contrary to the terms of the Section 106 Agreement or Planning Permission) and in this event the Seller shall procure that the Estate Roads and foul storm sewers and open space are constructed to adoptable standards and in the event that the Seller shall elect in its absolute discretion to have the Estate Roads and / or the foul and storm water sewers to be constructed within the Property adopted then the Seller shall as soon as reasonably practicable enter into or to procure the entering into of any agreement or agreements pursuant to Section 38 of the Highways Act 1980 with the local highway authority in respect of the Estate Road and will pay or procure the payment of any cash deposit or provide any bond required by the local highway authority to secure that the Estate Road is adopted and maintainable at public expense and to enter into or to procure the entering into of an agreement or agreements pursuant to Section 104 of the Water Industry Act 1991 with the relevant sewerage undertaker (including arrangements under Section 97 of the Water Industry Act 1991) in respect of the foul and storm water sewers to be constructed and laid within the Site to their outfall into foul and storm water sewers adopted and maintainable at public expense and will provide such bond as may be required by the sewerage undertaker for the purpose of ensuring that the foul and storm water sewers are adopted and maintainable at public expense and will maintain or procure the maintenance of the Estate Road and the sewers forming part of the Infrastructure so far as necessary to comply with the said Section 38 and Section 104 agreements until such time as they shall be adopted

13.9. Adoption of Estate Road and Sewers

Insofar as the Seller shall elect in its absolute discretion use reasonable endeavours to have the Estate Roads and/or foul and storm water sewers adopted and:

- 13.9.1. it will comply or procure the compliance in all respects with the Agreements pursuant to Section 38 of the Highways Act 1980 and Section 104 of the Water Industry Act 1991 referred to in clause 13.9 and shall in any event bring the Estate Road to base course standard with the Service Media thereunder by the date of Construction of the Final Stage of the relevant Unit(s)
- 13.9.2. If any Infrastructure intended for adoption passes through the Property the Buyer will if reasonably requested by the Seller enter into any documents (including without limitation any agreement pursuant to the Highways Act 1980 Water Industry Act 1991 and/or any deed of

easement) reasonably required by the relevant statutory authorities or supply companies to procure the maintenance and (if applicable) adoption of the Infrastructure. The Seller is to use its reasonable endeavours to procure that any such documents do not impose on the Buyer any obligation to execute works or expend money and in the event of any such obligation being imposed the Seller will indemnify the Buyer in respect of it and will in any event meet the Buyer's reasonable and properly incurred legal costs in relation to such agreement

13.10. CDM Regulations

The Seller and the Build Co hereby agree that the Seller shall act as the only client in respect of the Development and that the Seller shall be responsible for performing all the duties of the client pursuant to the CDM Regulations. The Seller hereby undertakes to comply with the CDM Regulations and to procure that third parties employed by it in connection with the Development are competent in terms of the CDM Regulations and that they continue to comply with the CDM Regulations

13.11. Management Company

13.11.1. The Buyer shall at the request of the Seller join in to any management company formed in respect of the Site.

13.11.2. The Seller shall, prior to completion of the first Assurance, incorporate any such management company to ensure that the owner of each Unit shall be entitled to one vote in the management company in respect of each Unit owned and shall provide that the Buyer may assign its rights, if the Buyer so chooses, to the owner or occupier of the relevant Unit.

13.11.3. The Seller shall provide details of any management company incorporated pursuant to this clause 13.11 to the Buyer as soon as reasonably practicable following its incorporation.

13.12. Estate Management Charge

The Seller shall provide to the Buyer details of the proportion of any service charge or estate management charges due in connection with the management or maintenance of any common parts, common services or access roads reasonably attributable to the Units as soon as reasonably practicable from the date of this Agreement.

14. VARIATION OF APPROVED PLANS

14.1. The Seller reserves the right to make such modifications or variations to the Approved Plans relating to the Affordable Housing from time to time as may be in the Seller's absolute discretion expedient or necessary in order to achieve Construction of the Final Stage of each Unit without the Buyer's prior written consent PROVIDED THAT such variations do not materially affect the market value quality or amenity of the Affordable Housing and at all times comply with the standards required pursuant to clause 13.1

- 14.2. In the event that any modifications or variations to the Approved Plans proposed by the Seller relating to the Affordable Housing materially affect the market value quality or amenity of the Affordable Housing the Seller shall only be entitled to make such modifications or variations to the Approved Plans relating to the Affordable Housing with the Build Co's prior written consent (such consent not to be unreasonably withheld or delayed provided that the Buyer shall not be acting unreasonably if such variation affects the eligibility of the Affordable Housing for any grant or subsidy.)
- 14.3. The Buyer shall be entitled to request amendments to the structural design, structural specification and method of construction of the Affordable Housing together with further variations to the Specification at any time prior to the Construction of the Final Stage of the relevant Unit(s) and where the Buyer requests such a variation, the Seller shall only be obliged to implement such a variation to the Specification if:
- 14.3.1. the Buyer accepts the Seller's reasonable estimated cost for such a variation including any delay and/or disruption costs and any fees expenses and disbursements of any professionals arising in connection with such works and any additional preliminary or management costs and expenses associated with such amendments, variations and/or works ;
 - 14.3.2. the variation will not adversely affect or require any variation of the existing Planning Permission and/or Section 106 Agreement;
 - 14.3.3. the reasonable timeframe for carrying out such a variation is agreed in writing between the Seller and the Buyer;
 - 14.3.4. any reasonable extension to the relevant Long Stop Date required by the Seller in order to effect any such variation is agreed in writing between the Seller and the Buyer;
- 14.4. The cost proposed by the Seller and agreed by the Buyer for any amendments and/or variations pursuant to clause 14.3.1 shall be added to the Affordable Housing Consideration and shall be paid by the Buyer to the Seller within twenty one (21) days of the date of any invoice raised by the Seller for such variation

15. INSPECTION AND PAYMENT FOR AFFORDABLE HOUSING AND THE PROPERTY

15.1. First Stage Payment, Monthly Inspections and Monthly Payments

- 15.1.1. Save in relation to the certification and payment of the First Stage Payment (where the provisions of clause 15.1.6 and 15.1.7 shall apply) and the final payment due on completion of the Final Stage (where the provisions of clause 15.2 shall apply) the Build Co's Agent and the Seller (or a representative of the Seller) shall meet to inspect the Works on a monthly basis on a date and at a time to be agreed between the parties acting reasonably ("the Monthly Meeting")

- 15.1.2. Following each Monthly Meeting the Seller shall provide to the Build Co's Agent a valuation statement payment setting out what proportion of Works has been completed in relation to each of the Units and therefore what proportion of the balance of the Unit is due from the Buyer ("the Monthly Payment")
- 15.1.3. In the event of a dispute the matter shall be referred to an Expert following the procedure set out in Clause 18 to this Agreement:
- 15.1.4. Once the valuation has been agreed or determined the Seller shall within five Working Days thereof supply to the Build Co's Agent an invoice in respect of the relevant Monthly Payment ("the Monthly Invoice") and a copy of the same shall be provided to the Buyer
- 15.1.5. The Build Co shall pay to the Seller the Monthly Payment stated in the relevant Monthly Invoice on the date 21 days of the date of the Monthly Invoice
- 15.1.6. In respect of the First Stage only, the Seller shall notify the Buyer's Agent once the Seller considers that the First Stage Works in respect of a Unit Phase have been Constructed and the Buyer's Agent shall inspect the relevant First Stage Works as soon as reasonably practicable thereafter and in any event within 10 Working Days of the Seller's notice pursuant to this clause.
- 15.1.7. Following an inspection pursuant to clause 15.1.6:
 - 15.1.7.1. if the parties agree or it is determined (as set out in clause 15.1.7.3) that the First Stage Works in respect of the relevant Unit Phase have been Constructed the Buyer shall on the Completion Date pay the First Stage Payment for the relevant Unit Phase
 - 15.1.7.2. if the parties agree that the First Stage Works in respect of the relevant Unit Phase have not been Constructed the Seller will procure the carrying out of the necessary outstanding works and the parties will repeat the procedure in this clause 15.1.7 as necessary
 - 15.1.7.3. if the parties disagree whether the First Stage Works of a Unit Phase have been Constructed, the issue shall be referred to an Expert pursuant to clause 18

15.2. **Practical completion**

- 15.2.1. The Seller shall 4 weeks before the date it considers that a Unit(s) will reach Practical Completion, notify the Build Co's Agent in writing of the anticipated date of Practical Completion of the relevant Unit(s) (the "Anticipated Date Notice") and within twenty (20) Working Days of

service of the Anticipated Date Notice the Build Co's Agent shall inspect the relevant Unit(s) and may within fifteen Working Days of such inspection produce a list of items of work that the Build Co's Agent reasonably considers are required ("Snagging List") before Practical Completion of such Unit(s) takes place or if no such works are required the Build Co's Agent will, subject to clause 15.2.6, issue the Practical Completion Certificate within five (5) Working Days

15.2.2. If the Build Co's Agent serves a Snagging List on the Seller pursuant to Clause 15.2.1 above the Build Co's Agent and the Seller shall inspect the Unit or Units 10 Working Days prior to the anticipated date of Practical Completion of the relevant Unit(s) (as set out in the Anticipated Date Notice) and if all items have been dealt with to the Build Co's Agent's reasonable satisfaction subject to clause 15.2.6 it shall issue a Practical Completion Certificate within five (5) Working Days

15.2.3. If the Build Co's Agent is not satisfied that the items on its Snagging List have been dealt with to his reasonable satisfaction then the Seller shall serve a further written notice on the Build Co stating when it anticipates it will have completed such outstanding matters in relation to the relevant Unit(s) (the "Second Anticipated Date Notice") and the Build Co's Agent shall re-inspect the relevant Unit(s) on the date set out in the Second Anticipated Date Notice and if such matters have been completed the Build Co's Agent shall confirm the date of Practical Completion of such relevant Unit(s) and issue the Certificate of Practical Completion within five (5) Working Days and this procedure shall (subject to the parties rights under Clause 15.2.4) be repeated until such items are complete

15.2.4. Any dispute as to Practical Completion of a relevant Unit(s) or completion of items on the Build Co's Agent's Snagging List may be referred by either party to an Expert following the procedure in Clause 18 and if the Expert finds that the Seller has Practically Completed the Unit(s) or remedied the items on the Snagging List the Build Co shall pay interest at the Contract Rate on the balance of the Unit Price for the relevant Unit(s) for the period between such completion and when payment is actually made

15.2.5. Practical Completion shall arise notwithstanding the existence of minor defects and minor items of outstanding works and the Build Co shall not be entitled to make a retention on the grounds that the Seller has not completed:-

15.2.5.1. any planting or turfing (outside the recognised planning season)

- 15.2.5.2. any additional works to the Unit(s) specifically requested by the Build Co which could not be completed within the original or extended programme
- 15.2.5.3. any works on the remainder of the Site (unless the non-completion of such works prevents access to or occupation and beneficial use of the relevant Unit(s) or the use of any mains service applied to any part of the relevant Unit(s))
- 15.2.6. A Practical Completion Certificate shall not be issued unless:
 - 15.2.6.1. the Seller has used its reasonable endeavours to obtain written clearance of all relevant conditions in the Planning Permission and likewise any Section 106 Agreement or other agreement necessary to enable the Unit(s) to be occupied and in the event that the Seller shall be unable to at the date of Practical Completion to provide confirmation in writing from the Local Planning Authority of the satisfaction of all or any conditions attached to the Planning Permission then the Seller hereby agrees if required by the Buyer that it shall execute in favour of the Buyer's mortgagee and any proposed purchaser and/or a mortgagee of that proposed purchaser of any Unit(s) from the Buyer a Deed of Confirmation and Indemnity confirming that the Seller has constructed the relevant Unit(s) in accordance with all requisite consents and approvals including without limitation the approved Section 106 Agreement and indemnifies the covenantee against any losses arising from any breach of such covenant and each party shall be responsible for their own legal costs in relation to the preparation approval and completion of any such deed.
 - 15.2.6.2. all permanent car parking for the relevant Unit(s) is practically complete and all roadways and footpaths within the Site have been provided to ensure safe and reasonable access to the Property and all works thereto have been carried out to the Highway Authorities technical approval requirements (in the event the roadways and footpaths are to be adopted but not

otherwise) prior to it authorising occupation of the relevant Unit(s)

15.2.6.3. the Seller has provided to the Build Co evidence, in relation to each of the relevant Unit(s), of the NHBC final inspection notice or cover note to satisfy the habitation criteria of the Council of Mortgage Lenders

15.2.6.4. the Seller has complied with the requirements required for Practical Completion set out in this clause

the Estate Roads shall have been completed to at least base course level so as to enable safe access to the relevant Unit(s)

15.2.7. Notwithstanding the provisions of Clause 15.2 hereof the Build Co shall not be obliged to accept Practical Completion during the period from 11 December to 15 January (both dates inclusive) on a Monday or weekend or any day immediately preceding a Statutory Bank Holiday or other public holiday or and in the event that the date that would otherwise have been the date of Practical Completion falls on any such day the date of Practical Completion as appropriate shall be deemed to be the next Working Day

15.2.8. Within 14 days of the date of Practical Completion of the relevant Unit(s) the Seller shall issue a statement to the Build Co confirming the balance of the Unit Price which is payable in respect of such Unit(s) and such sum is to be paid by the Build Co to the Seller within 21 days of the date of such statement and the Buyer and the Build Co shall be entitled to retain the Retention for the relevant Unit(s) pending release of the same in accordance with clause 21.3

15.2.9. For the avoidance of doubt the Deposit and the First Stage Payment shall be paid to the Seller's Solicitor Bank Account by way of telegraphic transfer and all other payments shall be paid to the Seller by way of telegraphic transfer

16. HANDOVER DOCUMENTS

16.1. The Seller shall use reasonable endeavours on or before the date being 1 month before the estimated Practical Completion Date for the relevant Unit Phase is paid to

deliver to the Buyer or the Buyer's Solicitors Build Co or the Build Co's Agent the Handover Documents

- 16.2. In the event not already provided pursuant to clause 16.1 above, the Seller shall deliver to the Buyer or the Buyer's Solicitors Build Co or the Build Co's Agent the Handover Documents no later than the date of Practical Completion for the relevant Unit Phase
- 16.3. As soon as reasonably practicable after the date of Practical Completion of the last of the Units has been reached, and in any event no later than 1 month from the date of Practical Completion of the last of the Units, the Seller shall supply to the Buyer the Health & Safety File for the Affordable Housing

17. LATE PAYMENTS

- 17.1. If the Buyer or Build Co shall fail to pay the sums due under this Agreement on the dates specified then:
 - 17.1.1. such sums shall bear interest at the Contract Rate from the date the same became due to the date of actual payment;
 - 17.1.2. the Seller shall have the right (without prejudice to any other right of remedy) to suspend performance of its obligations under this Agreement. This right may not be exercised without first giving to the Buyer at least seven days' notice of any intention to suspend performance. Any period during which performance is suspended and in pursuance of the right conferred by these provisions shall be taken into account and the Long Stop Date shall be adjusted accordingly.

18. EXPERT DETERMINATION

In the event of any dispute arising under this Agreement the following provisions shall apply:-

- 18.1. either party can refer the dispute to an Expert for determination of the dispute may request the appointment of an Expert after the expiry of a period of fourteen days
- 18.2. the parties shall jointly appoint an expert who shall:-
 - 18.2.1. in the case of an dispute relating to valuation or Construction be a member of the Royal Institution of Chartered Surveyors; or
 - 18.2.2. in the case of an dispute relating to planning matters be a Chartered Town Planning Consultant; or
 - 18.2.3. in the case of any dispute relating to taxation matters be a member of The Institute of Chartered Accountants; or
 - 18.2.4. in the case of any other dispute be a member of the Bar Council and shall be leading Counsel;
 - 18.2.5. in each case have not less than ten years standing and experience of the subject matter of the dispute and shall be an expert in such matters;

- 18.2.6. in each case practice on a regular basis from an office or offices within a 25 mile radius of the Property;
- (“the **Expert**”)
- 18.2.7. be appointed jointly by the parties but if the parties are unable to agree as to the appointment of an Expert within 10 Working Days of either party giving the other written notice requesting them to confer on the appointment of the Expert then either party may apply to the President of the Royal Institution of Chartered Surveyors (or any successor Institute) to nominate the Expert;
- 18.2.8. the Expert appointed shall act as an expert and not as an arbitrator;
- 18.2.9. the parties shall use all reasonable endeavours to procure that the Expert shall give his determination and the reasons for his determination in writing as speedily as reasonably practicable;
- 18.2.10. the Expert shall give notice in writing of his nomination to both the Seller and the Buyer inviting each of them to submit to him within a specified period (which shall not exceed fifteen Working Days) a statement of reasons accompanied by a valuation (if desired) and shall consider any reasons and valuation submitted to him within (but not after the expiration of) fifteen Working Days but he shall not in any way be limited or fettered by any valuation and/or statement of reasons submitted to him and he shall determine the issues in accordance with his own judgement and opinion and shall notify his determination and the reasons for his decision to the Seller and the Buyer in writing as soon as is practicable after his appointment;
- 18.2.11. unless the Expert has failed to observe the procedures specified in this clause then save in the case of manifest error or fraud his determination shall be final and binding on the parties;
- 18.2.12. If the Expert shall die or unreasonably delay or become unwilling to act or incapable of acting the President (or failing him the person designated to act in his place) for the time being of the Royal Institution of the Chartered Surveyors shall at the request of either the Seller or the Buyer by writing discharge the Expert and nominate another person to act in his place who shall proceed as if there had been no prior nomination
- 18.2.13. The fees and expenses of the Expert shall be paid in the proportions or shares determined by the Expert and if not so determined by the Seller and the Buyer in equal shares and if either of them shall pay the share properly payable by the other of them (in order to procure the issue of the notice of the determination of the Expert) the amount so paid shall be repayable on demand with interest at the Contract Rate from the date of payment to the date of repayment calculated from day to day and

compounded with monthly rests and shall be recoverable action with interest (as well as before any judgement)

19. NON-MERGER

This Agreement shall remain in full force and effect insofar as anything remains to be performed and observed pursuant to it after the transfer of the last of the Units to the Buyer

20. NOTICES

20.1. Any notice or notification or acknowledgement required to be given hereunder to the Seller or the Buyer or the Build Co:-

20.1.1. shall be in writing to be sent by personal delivery, document exchange or recorded delivery and shall be deemed to have been received simultaneously with delivery if by personal delivery and if sent by document exchange or recorded delivery the same shall be deemed to have been received on the second Working Day following the date of despatch or posting;

20.1.2. may be given to or by the Seller's Solicitors or the Buyer's Solicitors respectively;

20.1.3. shall in the case of the Seller be served on Barratt Southern Counties of Barratt House, Walnut Tree Close, Guildford, Surrey GU1 4SW marked for the attention of the Development Director or to such other address or marked for the attention of such other person as was last notified in writing by the Seller to the Buyer or the Buyer's Solicitors;

20.1.4. shall in the case of service on the Buyer or the Build Co prior to the Completion Date be addressed to Head of New Business and in the case of service after the Completion Date to Head of Delivery, both at 30 Park Street, London SE1 9HQ or to such other address or marked for the attention of such other person as was last notified in writing by the Buyer to the Seller or the Seller's Solicitors;

20.1.5. shall if required to be given by a fixed date or before the expiry of an identified period it must be validly served by 5:00 pm on such fixed date or on the last Working Day within such identified period (as applicable) and in the event that the time at which a letter containing a notice would in the ordinary course be delivered is not on a Working Day the notice shall be deemed to have been served on the next following Working Day

21. DEFECTS LIABILITY PERIOD

- 21.1. The Seller shall procure that any defects (as defined by the NHBC and excluding normal wear and tear arising through usage of the Units) in the Affordable Housing notified in writing to the Seller by the Build Co before or during the Defects Liability Period are made good in accordance with Schedule 7
- 21.2. The Buyer shall allow the Seller the facilities reasonably necessary and full access upon an appointment arranged in advance to the Property to enable defects properly to be repaired Provided That if the Seller is unable to make contact with the occupants of any Unit to arrange access and/or is denied access to enable the Seller to remedy the defects then the Seller shall arrange two further appointments (as may be necessary provided the total number of appointments shall be no more than 3) to gain access to the Property. If the Seller is unable to gain access following 3 attempts the Buyer shall notify the Seller if it wishes the Seller to make further visits and the Seller shall be paid a reasonable amount by the Buyer for any future visits by the Seller (such amount to be paid within 21 days of service by the Seller of written notice requiring payment of the same) or the Seller will be deemed to have fully discharged its obligations in respect of the alleged defect or defects
- 21.3. When any defects or other faults which the Build Co may have required to be made good under clause 21.1 shall have been made good the Seller shall notify the Build Co. When in the opinion of the Build Co the defects have been made good it shall issue the Certificate of Making Good Defects to that effect which notice shall not be unreasonably delayed or withheld provided that if the Buyer has not issued such notice within ten Working Days of the Seller's notice then the Seller shall be entitled to assume that the defect or fault has been rectified.
- 21.4. Without prejudice to the NHBC warranty insurance provided pursuant to clause 14.7 the Seller and/or the Contractor will not be liable for any defects or other faults which are not notified within the time limits specified in this clause 21 or which appear or arise after the expiry of the Defects Liability Period (in each case, time being of the essence)
- 21.5. Within ten (10) Working Days of expiry of the Defects Liability Period or receipt of the relevant Certificate of Making Good Defects the Build Co shall release the balance of the relevant Retention to the Seller.

22. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available other than pursuant to that Act

23. **NO PARTNERSHIP**

Nothing in this Agreement or arising through any of the documents referred to in this Agreement shall constitute a partnership between the Seller and the Buyer and neither shall act as agent of the other

24. **SECTION 106 AGREEMENT AND CIL**

24.1. The Seller shall observe and perform the provisions of the Section 106 Agreement (save for those obligations relating to the Affordable Housing) and hereby indemnifies the Buyer from and against all costs expenses claims demands proceedings and other liabilities arising as a result of or in consequence of any breach non-observance or non-performance of this covenant

24.2. The Buyer shall observe and perform the provisions of the Section 106 Agreement relating to the Affordable Housing and shall not agree or document any variation thereto without the Seller's prior written consent (such consent not to be unreasonably withheld or delayed but the Seller shall be entitled to withhold such consent in the event that such variation adversely affects the Seller's proposals for the provision and/or tenure of current or future affordable housing at the development site of which the Property forms part thereof) provided that consent shall not be required to variations which relate solely to the Affordable Housing and no further and for the avoidance of doubt which have no effect on any affordable housing constructed or to be constructed on the remainder of the Land (as defined in the Build Lease) and hereby indemnifies the Seller from and against all costs expenses claims demands proceedings and other liabilities arising as a result of or in consequence of any breach non-observance or non-performance of this covenant

24.3. The Seller is responsible for and shall indemnify the Buyer and Build Co in respect of any charge to Community Infrastructure Levy due in respect of the Property

25. **PLANS**

25.1. The layout plan of the Site current at the date hereof has been available for inspection by the Buyer who shall be deemed to purchase the Affordable Housing with full knowledge thereof PROVIDED THAT the Seller shall be entitled to modify or vary such layout plan at any time and shall not be bound by any plotting or general scheme of development as may from time to time be shown on any plans seen by the Buyer prior to the date hereof PROVIDED THAT the variation does not substantially affect the use, amenity, quality and enjoyment or management of the Affordable Housing or substantially diminish the value of the Affordable Housing and at all times complies with the standards required pursuant to clause 13.1.

25.2. The Seller reserves the right prior to Construction of the Final Stage of each Unit to vary the boundaries of the relevant Unit but so that the area and/or use and

enjoyment or management of the Unit is not substantially diminished. Any such variation shall neither annul the sale nor give rise to any claim for compensation by either party to this Agreement

25.3. In the event of any variation to the Plan for any Unit being required after the Completion Date for the relevant Unit arising out of any requisition raised by the Land Registry then:

25.3.1. the parties hereto shall at the Seller's cost agree to a revised plan being annexed to the Assurance by way of a Deed of Variation and/or Deed of Rectification and shall execute and complete the same for registration at the Land Registry as soon as is reasonably practicable but so that the area and/or use and enjoyment of the Unit is not substantially diminished and any such variation shall not give rise to any claim for compensation; and

25.3.2. the Buyer hereby grants to the Seller an irrevocable right for no further consideration to enter upon that part of the Property comprising the relevant Unit together with workmen equipment and materials to remove the existing boundary fences and re-erect the boundary fences on the revised boundary line PROVIDED THAT the Seller shall:

25.3.2.1. give reasonable prior notice to the Buyer to enter upon the relevant Unit;

25.3.2.2. only enter upon such part of the Unit as is reasonably necessary to exercise the right granted by this clause 25.3 of this Agreement;

25.3.2.3. cause as little inconvenience to the Buyer and as little damage to the Unit as is reasonably possible; and

25.3.2.4. as soon as is reasonably practicable at its own expense make good any damage so caused to the Unit to the reasonable satisfaction of the Buyer

26. COPYRIGHT

26.1. Subject to clause 26.3, the Seller grants to the Build Co and the Buyer an irrevocable royalty-free non-exclusive licence to use and reproduce the Documents for any purpose connected with the works and/or the Affordable Housing including the execution completion maintenance letting management sale advertisement alteration extension reinstatement and repair of the Development or any part of the Development provided that the licence shall not include a licence to reproduce the designs contained in the Documents for any extension of the Development. Such licence shall carry the right to grant sub-licences and shall be transferrable to third parties. The Seller shall not be liable for any use of the Documents for the purpose other than for which they were prepared and provided by the Seller

- 26.2. Subject to clause 26.3, the Seller waives absolutely all Moral Rights the Seller may have in the Documents and/or the Development and where it is not the author shall procure a waiver from the author of any Moral Rights the author may have in respect of the Documents and/or the Development
- 26.3. The preceding provisions of this clause 26 shall not apply to the Seller's house types.

27. **DESIGN RESPONSIBILITY**

In the design of the Works the Seller shall exercise all the reasonable skill and care as may be expected of a designer of the appropriate disciplines experienced in carrying out of works of a similar size, scope and complexity as the Development. The Seller shall be responsible and liable for any and all design (including any errors in or omission from same) undertaken by any or all of the consultants and/or sub-contractors whether before or after the date of this Agreement as if that design had been undertaken by the Seller.

28. **CHARITY CLAUSE**

Hyde Housing Association Limited is an exempt charity.

29. **MERGER OF BUILD LEASE**

- 29.1. The Seller hereby agrees to comply with the provisions of the Build Lease to enable the Assurances of the Unit Phases to be completed in accordance with the terms of this Agreement and the Build Lease.

30. **TERMINATION**

- 30.1 If prior to achieving Practical Completion of all Unit Phases the Buyer, the Build Co or the Seller (the **"Defaulting Party"**) shall suffer an Insolvency Event the non-Defaulting Party (meaning the Seller in the event of default by the Buyer and/or the Build Co and meaning the Buyer and the Build Co in the event of default by the Seller) shall be able to terminate this Agreement on 10 Working Days' notice to the Defaulting Party (and for the avoidance of doubt in relation to this clause 30 this Agreement shall terminate in relation only to those Units which are not Practically Complete by the relevant Long Stop Date) PROVIDED THAT neither the Buyer nor the Build Co may terminate this Agreement solely in the event of default by the other.
- 30.2 If the Seller shall fail to achieve Practical Completion of all Unit Phases by the Drop Dead Date the Buyer and the Build Co shall be able to terminate this Agreement on 10 Working Days' notice to the Seller (and for the avoidance of doubt in relation to this clause 30 this Agreement shall terminate in relation only to those Units which are not Practically Complete by the Drop Dead Date).

31. **EXECUTION OF COUNTERPARTS**

- 31.1. If requested so to do by the Seller the Buyer and Build Co shall execute counterparts or duplicates of any deed required to be executed pursuant to this Agreement.

SCHEDULE 1
APPROVED PLANS

SCHEDULE 2
PAYMENT MATRIX

SCHEDULE 3
THE PLAN

SCHEDULE 4
THE SPECIFICATION

SCHEDULE 5

STAGES

- First Stage** means that the Unit (including FOG's) is constructed to foundations plus two courses of brickwork above damp proof course or if the Unit is an apartment the block in which the Unit is to be situated has reached such a stage of construction
- Second Stage** means the brickwork of the Unit is completed to the first floor
- Third Stage** means the brickwork of the unit is completed to the second floor/plate
- Fourth Stage** means that the Unit is constructed to roof level including roofs
- Fifth Stage** means that the first fix to the Unit has been completed (meaning that the wires and pipes for electrical and plumbing installations that will be hidden behind plasterboard and similar have been installed)
- Sixth Stage** means that the unit is plastered out
- Seventh Stage** means that the second fix to the Unit has been completed
- Eighth Stage** means that the Unit has been decorated
- Final Stage** means that the Unit is complete in all major respects and ready for occupation including that all drives and pathways have been laid to at least base course (with raised ironworks protected) and all necessary street lighting has been provided and made operational and that in the case of apartments all common parts of the building of which they form part and communal areas (save in the case of drives and parking spaces which may be completed to base course) have been completed and that vehicular and pedestrian access is available from the public highway (but not necessarily that the turfing of any lawn has been completed where this is prevented by adverse weather or the season being inappropriate to the laying of it or that minor defects have been remedied) and a cover note has been issued by the NHBC

SCHEDULE 6

ASSURANCE

SCHEDULE 7

PERIOD

The Defects Liability Period (DLP) lasts for 12 months following the Practical Completion of each property.

WHAT BARRATT ARE RESPONSIBLE FOR:-

- To put right at its own expense, any defect to the dwelling or its common parts which is notified in writing by the housing association (HA) within the DLP.
- Should the Contractor fail to attend to defects in accordance with those timescales set out below the Employer shall be entitled, following reasonable consultation with the Contractor, to remedy such defects themselves and be entitled to deduct reasonable costs incurred to carry out such works from monies owed. For the avoidance of doubt the Employer shall only be entitled to deduct direct works costs and not those associated with compensation and the like.
- For defects arising outside normal working hours (9am to 5.30pm) the Employer (or resident) will report these directly to the RSL's emergency contacts, who will either deal with the defect or make a temporary repair. Reasonable costs incurred will be deducted from monies owed, or recovered as a debt. As an alternative, the Contractor may offer their own out-of-hours service.
- The Employer is responsible to make reasonable investigations to determine whether a defect is genuine and not for instance as a result of tenant damage. Should a resultant visit by the Contractor or any personnel working on their behalf result in an abortive visit the Contractor shall be entitled to claim reasonable direct costs incurred.

WHAT BARRATT ARE NOT RESPONSIBLE FOR: -

- Wear and tear
- Deterioration caused by neglect or failure to carry out normal maintenance
- Dampness, condensation or shrinkage not caused by a defect
- Anything caused by alterations or extensions to the dwelling after Practical Completion
- Items such as:
 - Minor cracks to exterior brickwork and mortar
 - Colour and variation of wood, other materials, etc
 - Condensation
 - Minor cracks to drylined / plaster walls, concrete, interior paint, grouting
 - Minor warping to doors and trim which does not affect the function
 - Deterioration of turf, grass and landscaping resulting from inadequate maintenance

- Blockage of plumbing and drainage resulting from foreign material
- Roof damage / leaks resulting from severe weather conditions
- Fencing damage other than due to inadequate initial installation
- Scratches to glass that cannot be seen from 2 metres in natural daylight

PARTS COVERED BY MANUFACTURER'S WARRANTIES

The following parts are covered by the standard manufacturer's warranty

- Central heating boiler – two years
- Central heating programmer / thermostat
- PVCu windows
- Front and rear doors
- Extract fans
- Consumer unit
- Appliances

RESPONSE PERIODS DURING THE DLP

Emergency repairs – within 24 hours

- Tap will not turn off
- Insecure front / rear door
- Blocked drains
- Toilet will not flush (where it is the only toilet)
- No electricity
- No lights
- No sockets working
- Water penetration to electrics
- Dangerous / exposed electric wiring
- Faulty fuse box
- Gas escapes
- No central heating (disabled persons and families with young babies, temp below 5° C)
- No gas supply
- Burst internal pipe
- Leaking / broken internal soil pipe
- Faulty roof tiles that are dangerous
- Burst external pipe
- Significant continuous external water overflow
- Fire escape window that cannot be opened

Urgent repairs - within 7 days

- Loose fitting tap / fitting

- Refix wash basin brackets (not dangerous)
- Extract fan not working
- Faulty boiler
- Faulty central heating
- Faulty door entry phone
- Communal hallway / landing lights
- No central heating
- No hot water
- Faulty lift
- Leaking / broken external soil pipe
- Rain penetration
- Communal television aerial
- Minor internal water leaks
- Faulty ball valve
- Loose WC pan
- Faulty stopcock
- Loose window frame
- Window that cannot be opened where it is the only opener in a room
- Major repairs to boundary fences, walls, gates

Non-urgent repairs – within 28 days (any items not affecting the beneficial occupation / use of the dwelling can wait until the end of the DLP)

- Faulty bathroom tiles
- Faulty bath panel and framework
- Faulty fittings to front / rear door
- Broken internal locks
- Faulty doorbell
- Loose / faulty hat and coat hook, door stop, toilet roll holder, towel rail, etc
- Other faulty electrical work
- Minor repairs to boundary fences, walls, gates
- Loose floor boarding
- Faulty garden sheds
- Faulty paths
- Minor faults to guttering / downpipes
- Loose pipes
- Minor air locks / water hammer
- Faulty fascias
- Refix / replace loose or cracked roof tiles
- Rebed / point joints to ridge tiles

- Non emergency repairs to staircase
- Internal plasterwork repairs
- External render repair
- Window that cannot be opened
- Minor defects to window / door hardware

DEFECTS PROCEDURE

- All defects to be notified by the HA to Barratt in writing
- All defects to be vetted by the HA to ascertain whether they are genuine defects and not a result of tenant damage
- HA to advise tenants regarding common defaults such as boiler not working (as a result of tenant not knowing how to operate the controls)
- Barratt to co-ordinate the defects repair and advise the HA when the work is completed

SCHEDULE 8
PRE-CONDITION

1. Completion of the Build Lease

SCHEDULE 9

Health & Safety File HEALTH and SAFETY FILE

The Health and Safety file will contain the following details:-

- a) A brief description of the work carried out;
- b) Any residual hazards which remain and how they have been dealt with (for example surveys or other information concerning asbestos; contaminated land; water bearing strata; buried services etc);
- c) Key structural principles (for example, bracing, sources of substantial stored energy – including pre or post-tensioned members) and safe working loads for floors and roofs, particularly where these may preclude placing scaffolding or heavy machinery there;
- d) Hazardous materials used (for example lead paint; pesticides; special coatings which should not be burnt off etc);
- e) Information regarding the removal or dismantling of installed plant and equipment (for example any special arrangements for lifting, order or other special instructions for dismantling etc);
- f) Health and safety information about equipment provided for cleaning or maintaining the structure;
- g) The nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc;
- h) Information and as-built drawings of the structure, its plant and equipment (for example, the means of safe access to and from service voids, fire doors and compartmentalisation etc).

The level of detail should allow the likely risks to be identified and addressed by those carrying out the work:

Construction (Design and Management) Regulations 2007

SCHEDULE 10

HANDOVER DOCUMENTS

EXECUTED as a DEED

and

Attorneys for and acting on

behalf of

BDW TRADING LIMITED

in exercise of the powers

conferred on them by a

Power of Attorney

dated

in the presence of:

Signature of witness:

Name:

Address:

Occupation:

EXECUTED as a deed by

HYDE NEW BUILD LIMITED

Acting by:

An authorised signatory and

Its Secretary

EXECUTED as a deed by

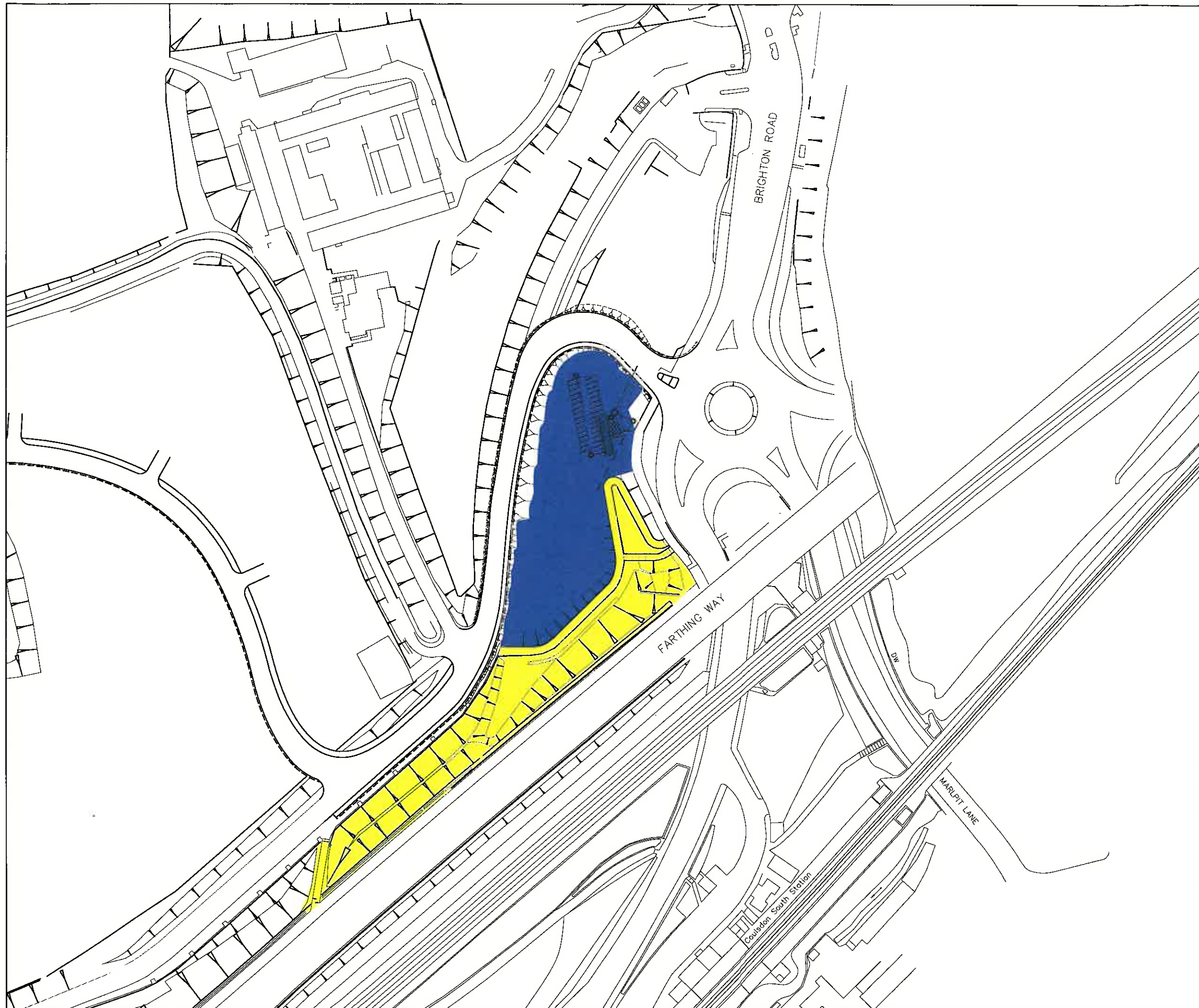
HYDE HOUSING ASSOCIATION LIMITED

by the affixation of the common seal



in the presence of:

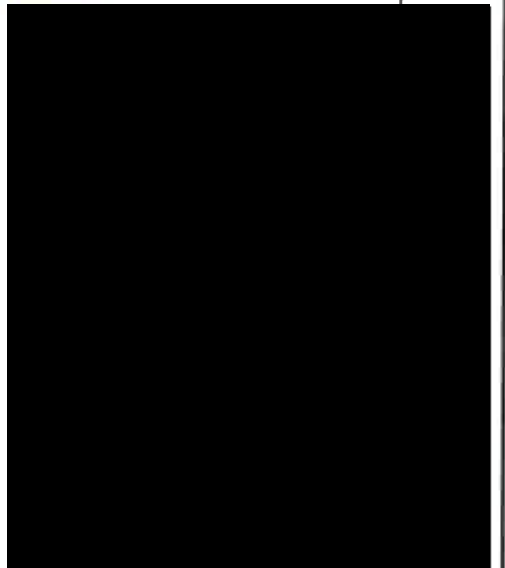
Authorised Signatory:

Authorised Signatory:



LEGEND

-  TfL easement land
-  Land that falls within the boundary of the A23



NOTES

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A		09.06.15	Area and tanks		AJ	
Rev		Date	Detail		Drawn/CHK	
Barratt Southern Counties Barratt House, Walnut Tree Close Guildford, Surrey GU1 4SW						
Project Name			Cane Hill Coulsdon			
						
Drawing Name			Easement Plan			
Drawn by	Date of first issue		Barratt Southern Counties Org No			Rev
AJ	09.06.15		6181	GE	TFL 03	A
Checked By	Orig. size	Scale				
A3		1:1250				

Cane Hill - Timetable

Build Lease Programme - Key Stages

Ref	Key Stage	Start Month	Finish Month	Duration	No Months From Build lease
1	Secure VP from Farmer (Mr Kent)	22-Dec-14	22-Dec-14	0	(5)
2	Submit details to clear all pre-start planning conditions	15-May-15	15-May-15	0	(0)
3	Complete Build Lease (25% of Price payable)	29-May-15	29-May-15	0	0
4	Appoint Compliance and Development Strategies Inspectors	29-May-15	29-May-15	0	0
5	Site meeting to approve materials - GLA / CBC	04-Jun-15	04-Jun-15	0	0
6	Submit CIL application forms - claim for Social Housing Relief -(Quod)	05-Jun-15	05-Jun-15	0	0
7	Appoint ground remediation specialist to undertake works	05-Jun-15	05-Jun-15	0	0
8	Pre-start meeting with GLA / Calford Seadon	11-Jun-15	11-Jun-15	0	0
9	Formal approval of materials received from CBC	26-Jun-15	26-Jun-15	0	1
10	Complete s104 agreement	26-Jun-15	26-Jun-15	0	1
11	Complete s278 agreement	26-Jun-15	26-Jun-15	0	1
12	Set up site offices and welfare facilities	08-Jun-15	08-Jul-15	1	1
13	Install Tree Protection	05-Jun-15	31-Jul-15	2	2
14	Complete TFL easement and transfer	31-Jul-15	31-Jul-15	0	2
15	Serve notice on mobile phone operators (4 No)	31-Jul-15	31-Jul-15	0	2
16	Approval of CIL application forms and claim for Social Housing Relief - no works to commence until confirmation received	19-Jun-15	19-Jun-15	0	1
17	Commence foundations to Sales area and first units	31-Aug-15	31-Aug-15	0	3
18	Construct New Access and TFL tank relocation works	06-Jul-15	04-Nov-15	4	5
19	Complete Ground Remediation works	06-Jul-15	04-Jan-16	6	7
20	Open show units and sales launch	28-Feb-16	28-Feb-16	0	9
21	Construct Spine Road and Drainage to phase 1 (infrastructure)	05-Nov-15	04-Aug-16	9	14
22	Phase 2 Reserved Matters Application - submission / approval (The Ridgeway) - (subject to change)	01-Jun-16	30-Nov-16	6	18
23	Phase 3 Reserved Matters Application - submission / approval (Village Green)- (subject to change)	01-Jun-17	30-Nov-17	6	31
24	Phase 4 Reserved Matters Application - submission / approval (Hinge)- (subject to change)	01-Jun-18	30-Nov-18	6	43
25	Pay balance of Price (75%) - 5 years from completion of Build Lease	29-May-20	29-May-20	0	61
26	Affordable Completions - estimated period of handover subject to market conditions	01-Nov-16	01-Dec-24	98	116
27	Overage - calculate final overage and settle any payments with GLA	31-Mar-25	31-Mar-25	0	120
28	Private Completions - estimated period of handover subject to market conditions	31-May-16	29-May-25	110	122
29	Landscaping - implement approved landscaping on a phased basis as construction works progress	30-Apr-16	31-Jul-25	113	124
30	Complete site and transfer residual freehold to BDW / Managment Company	30-May-25	29-Aug-25	3	125

Important Note - the above dates are estimates / targets only and are subject to change due to factors outside of BDW's control such as general market conditions and timings of any required third party approvals etc. The schedule is intended to provide an indicative timetable and rather than establish any contractual dates

EXECUTED by the Parties as a Deed

Executed as a deed by)
GLA Land and Property Limited)
acting by a Director)

in the presence of:

Director

Signature of Witness :

Name of Witness :

Address :

.....

EXECUTED AS A DEED by

authorised attorneys of BDW Trading Limited

in the presence of:-

Witness;

*Barratt House
Walnut Tree Close
Guildford GU1 4SL*

Executed as a deed by Barratt)
Development PLC)
acting by its secretary and a director or by)
two directors)

Director

Director/Secretary