

Our reference: MGLA270726-4601

8 September 2026

Thank you for your request for information which the Greater London Authority (GLA) received on 25 July 2026. Your request has been considered under the Environmental Information Regulations (EIR) 2004. Freedom of Information Act (FOI) 2000.

You requested:

Land at Former Greenwich District Hospital Site London SE10 - formerly known as Heart of East Greenwich, now known as Greenwich Square / Lambarde Square

This FOI request is in relation to above land registered under Land Registry title number TGL249007, TGL 196230 and SGL 123769 (the "freehold titles"). GLA Land and Property Limited ("GLA") is the current owner of those freehold titles as the successor in title from The Homes And Communities Agency ("HCA").

I am making a FOI request for the following documents:

- 1) The Development Agreement dated 20 December 2007 ("Development Agreement") in relation to the freehold titles. The parties to the Development Agreement are believed to be HCA and First Base (East Greenwich Residential) Land Limited.
- 2) Please identify the date of all subsequent variations to the Development Agreement (if any). This FOI request also extends to copies of any variations to the Development Agreement.

Our response to your request is as follows:

Please find attached the information we hold within the scope of your request:

- Agreement relating to Development Agreement dated 1 February 2012 made between (1) GLA Land and Property Limited (Formerly Homes and Communities Agency) (2) Hadley Mace Limited and (3) Hadley Consolidated Limited and Mace Limited
- Public Land Initiative Development Agreement (Agreement for Lease) Relating to Heart of East Greenwich, London
- Deed of Variation relating to a development agreement for land at Heart of East Greenwich, London.

GREATER LONDON AUTHORITY

Please note that some of the content falls under the exception to disclose in Regulation 12 (5)(e) (confidentiality of commercial or industrial information) of the EIR.

Applying the four-stage test from *Bristol City Council v Information Commissioner and Portland and Brunswick Squares Association (EA/2010/0012, 24 May 2010)*:

- **The information is commercial or industrial in nature.**

The redacted information relates to:

- Financial information and valuation methodologies;
- Economic viability assessments and development appraisals;
- Revenue-sharing mechanisms;
- Benchmark figures and calculation methodologies;
- Maximum Risk Share provisions;
- Minimum Land Price arrangements;
- Risk allocation provisions;
- Payment terms;
- Commercial arrangements and contractual conditions agreed between the parties;
- Warranties and beneficiaries of warranties;
- Commercial terms contained within agreements with third parties.

The information can therefore be considered as commercial or industrial in nature.

- **Confidentiality is provided by law.**

The information is covered by the common law obligation of confidentiality, the information is not trivial in nature, nor is it in the public domain.

The withheld information was supplied by, or relates to, third parties and is subject to obligations of confidence. This includes commercially sensitive information contained within third-party agreements and leases. Disclosure of this information would reveal confidential commercial arrangements, negotiated terms and financial provisions.

- **The confidentiality is protecting a legitimate economic interest**

Disclosure of this information would be likely to cause commercial harm to the developer and other parties by revealing detailed information about:

- Land valuation methodologies and pricing assumptions;
- Commercial negotiation strategies;
- Viability assessment methodologies;
- Risk allocation and risk-sharing arrangements;
- Accepted commercial terms and contractual positions; and
- The developer's approach to future development transactions and negotiations.

Releasing such information would place the developer at a commercial disadvantage in future negotiations and could prejudice its ability to secure favourable contractual and financial terms. It would also undermine the confidentiality upon which parties enter into complex development and commercial arrangements.

- **The confidentiality would be adversely affected by disclosure.**

Disclosure of the information would inevitably harm the confidential nature of it and therefore the exemption at Regulation 12(5)(e) is engaged in respect of disclosure of the redacted information.

Public Interest Test

Regulation 12(5)(e) is subject to the public interest test. We recognise the public interest in transparency regarding the use and development of land, planning matters, and the terms of arrangements entered into by public authorities.

However, there is a strong public interest in protecting legitimate commercial interests and ensuring that public authorities and developers are able to negotiate and enter into commercial agreements without the risk that commercially sensitive information will subsequently be disclosed into the public domain. Disclosure would be likely to prejudice ongoing and future commercial negotiations and could diminish the ability of the parties to obtain best value in future transactions.

We consider that the adverse impact on legitimate commercial interests would be real and significant. Having weighed the competing public interest factors, we have concluded that the public interest in maintaining the exception outweighs the public interest in disclosure. Accordingly, the information identified above has been withheld under Regulation 12(5)(e) of the Environmental Information Regulations 2004.

Please note that the names and personal information of members of staff are exempt from disclosure under Regulation 13 (Personal information) of the EIR. Information that identifies specific employees constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA270726-4601.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

DATED

7 February

2017

(1) GLA LAND AND PROPERTY LIMITED

- and -

(2) HADLEY MACE LIMITED

- and -

(3) HADLEY CONSOLIDATED LIMITED AND MACE LIMITED

- and -

(4) MACE LIMITED

AGREEMENT

relating to

Development Agreement dated 1 February
2012 made between (1) GLA Land and
Property Limited (Formerly Homes and
Communities Agency) (2) Hadley Mace
Limited and (3) Hadley Consolidated Limited
and Mace Limited

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THIS AGREEMENT is made on

7 February

2017

PARTIES:

- (1) **GLA LAND AND PROPERTY LIMITED (formerly HOMES AND COMMUNITIES AGENCY)**, (company number 07911046) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("**Agency**")
- (2) **HADLEY MACE LIMITED** (company number 06987720) whose registered office is at 843 Finchley Road, London NW11 8NA ("**Developer**")
- (3) **HADLEY CONSOLIDATED LIMITED** (company number 06860448) whose registered office is at Glazers, 843 Finchley Road, London NW11 8NA **AND MACE LIMITED** (company number 02410626) whose registered office is at 155 Moorgate, London, EC2M 6XB (together "**Original Surety**")
- (4) **MACE LIMITED** (company number 02410626) whose registered office is at 155 Moorgate, London, EC2M 6XB ("**Ongoing Surety**")

BACKGROUND:

- A The Agency, the Developer and the Original Surety entered into the Development Agreement in relation to the development of and a lease of certain land.
- B By entering into this Agreement, the parties wish to record that they have agreed by mutual consent to further vary certain terms of the Development Agreement with effect from the date of this Agreement ("**Effective Date**").
- C Under the Development Agreement, the Original Surety guaranteed certain obligations of the Developer. This Agreement releases future obligations of the Original Surety, imposes future obligations on the Ongoing Surety, and the Original Surety and the Ongoing Surety have agreed to join in this Agreement in order to record this variation and their consent to the variation of the Development Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Development Agreement shall have the same meaning when used in this Agreement, unless the context requires otherwise.
- 1.2 Clauses 1.2 to 1.5 of the Development Agreement shall apply to this Agreement as if set out in full in this Agreement.

2. AGREEMENT IS SUPPLEMENTAL

This Agreement is supplemental to the Development Agreement.

3. VARIATIONS

- 3.1 With effect from the Effective Date, the Parties agree the **"Surety"** (as defined in the Development Agreement) shall delete reference to Hadley Consolidated Limited and be set out as follow:

" **"Surety"** means **MACE LIMITED** (company number 02410626)
whose registered office is at 155 Moorgate, London, EC2M 6XB. "

- 3.2 The Agency and the Developer irrevocably releases and discharges Hadley Consolidated Limited from the observance and performance of all and any of its future obligations under the Development Agreement.
- 3.3 The Ongoing Surety acknowledges and accepts that it is responsible for the future obligations of the Surety (as re-defined in the Development Agreement as sole surety pursuant to clause 3.1 of this Agreement) under the Development Agreement.

4. ORIGINAL SURETY'S CONSENT TO VARIATION

- 4.1 The Original Surety consents and agrees that its guarantee and other obligations under the Development Agreement:
- 4.1.1 remain fully effective;
- 4.1.2 apply to the Development Agreement as varied by this Agreement; and
- 4.1.3 subject to clause 4.1.2 and clause 3.2, are not released or diminished by any provision of this Agreement.

5. ENDORSEMENT

Promptly following the date of this Agreement, each party shall endorse a memorandum of variation upon the Development Agreement and any counterparts to it in the following terms:

"This Agreement has been amended by an amendment agreement dated [INSERT DATE] 2017 and made between (1) GLA Land and Property Limited (2) Hadley Mace Limited and (3) Hadley Consolidated Limited and Mace Limited."

6. CONTINUING EFFECT

The Parties agree that the terms of the Development Agreement as varied shall for all purposes (including but without limitation for the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989) be deemed to be incorporated in this Agreement as if they were set out in this Agreement in full.

7. INVALIDITY OF PROVISIONS

If any provision in this Agreement is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Agreement or of the Development Agreement shall not be affected.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

This Agreement is entered into on the date stated at the beginning of this document.



DATED 12 NOVEMBER 2018

(1) GLA LAND AND PROPERTY LIMITED

- and -

(2) MACE DEVELOPMENTS (GREENWICH) LIMITED

- and -

(3) MACE LIMITED

DEED OF VARIATION

relating to a development agreement for land at
Heart of East Greenwich, London

BETWEEN GLAP, the Developer and the Developer's Guarantor specified in the Particulars.

1. PARTICULARS

GLAP:	GLA LAND AND PROPERTY LIMITED of 55 Broadway London SW1H 0BD
Developer:	MACE DEVELOPMENTS (GREENWICH) LIMITED (formerly known as Hadley Mace Limited) (company number 06987720) whose registered office is at 155 Moorgate, London, England, EC2M 6XB
Developer's Guarantor:	MACE LIMITED (registration number 02410626) whose registered office is at 155 Moorgate, London, EC2M 6XB
Development Agreement:	the development agreement relating to the Property dated 1 February 2012 and made between (1) Homes and Communities Agency (2) Hadley Mace Limited and (3) Hadley Consolidated Limited and Mace Limited (including all deeds made supplemental to it)
Property:	the development site at East Greenwich, London (and as further described in the Development Agreement)

2. DEFINITIONS

In this deed the terms set out in the Particulars have the respective meanings given there and (unless the context otherwise requires):

"**Particulars**" means the particulars in clause 1.

3. INTERPRETATION

In this deed (unless the context otherwise requires):

- 3.1 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 3.2 words importing persons include firms, companies and bodies corporate and vice versa;
- 3.3 words importing the singular shall include the plural and vice versa;
- 3.4 the headings, contents list and frontsheet are all for reference only and shall not affect construction; and
- 3.5 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;

4. SUPPLEMENTAL

This deed is supplemental to the Development Agreement.

5. VARIATION

- 5.1 GLAP and the Developer have agreed that the Development Agreement is, with effect from today, to be varied by the following:

5.1.1 Deletion of the definition of "Development Longstop Date" and replacing it with the following: "31 March 2022"; and

5.1.2 Deletion of the definition of "Payment End Date" and replacing it with the following: "31 March 2021".

6. DEVELOPER'S GUARANTOR'S CONSENT

The Developer's Guarantor joins in and executes this deed in order to show its consent to the variation effected by it.

7. AGREEMENT REMAINS EFFECTIVE

It is agreed and declared that, except to the extent that they are varied by this deed, the covenants and conditions set out in the Development Agreement shall remain in full force and effect.

8. THIRD PARTIES

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

9. DELIVERY

This deed is executed as a deed and the parties intend that it is delivered today.

Canada 11:50 a.m.
JN - 48.

CERTIFIED A TRUE COPY OF THE ORIGINAL

5 FEBRUARY 2012 Date
REYNOLDS PORTER CHAMBERLAIN LLP

DATED

1 February 2012

HOMES AND COMMUNITIES AGENCY
as Agency

HADLEY MACE LIMITED
as Developer

HADLEY CONSOLIDATED LIMITED AND MACE LIMITED
as Surety

PLI - PUBLIC LAND INITIATIVE
DEVELOPMENT AGREEMENT (AGREEMENT FOR LEASE)
relating to **Heart of East Greenwich, London**

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that the Development is required to be assessed for a CEEQUAL Award Certificate and requiring a CEEQUAL Assessment to take place.

"CEEQUAL Assessor" means a person previously agreed by the Agency appointed to assess the CEEQUAL standard of the Development under this Agreement and who has been certified as a CEEQUAL qualified assessor by CEEQUAL Ltd.

"CEEQUAL Award Certificate" means a post construction assessment certificate awarded by the CEEQUAL Assessor in respect of the whole of the Development confirming that the Development has been constructed so as to achieve the rating of "Very Good".

"Code" means the Government's Code for Sustainable Homes as is current at the date of this Agreement.

"Code Final Certificate" means an assessment certificate 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.

"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 on the Land pursuant to the Lease confirming that the design of such Dwellings is capable of achieving not less than Code Level 4.

"Code Level" means the relevant minimum rating to be achieved under the Code namely Code Level 4.

"Commercial Unit" means any Unit for use exclusively for non-residential purposes together with any land forming the curtilage thereof and identified as such in the Approved Plans.

"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 as maintainable at public expense; and
- (c) Open Space Land not intended to be transferred to the Council,

and which it is intended shall be transferred to the Management Company.

"Common 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, which are not to be adopted as maintainable at public expense.

"Completion Date" means the 10th working day after the Conditions Satisfaction Date.

"Completion Information" means the information defined in the Gateway Approvals Process.

"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 Phased Completion pursuant to the Building Contract has been certified by the Employer's Agent;
- (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; and
- (e) the relevant Stage or Unit satisfies the obligations on the Developer contained within the PLI Brief and Gateway 3 of the Gateway Approvals Process.

"Compliance Inspector Appointment" means the appointment pursuant to Clause 5 by the Developer of the Compliance Inspector in such form as the Developer and Agency shall agree both acting reasonably.

"Compliance Inspector" means a suitably qualified professional or professionals appointed by the Developer from time to time with the approval of the Agency (such approval not to be unreasonably withheld or delayed) who is/are:

- (a) a person registered as an assessor and licensed by the Building Research Establishment to certify compliance with the Code; and
- (b) qualified to certify the matters required to be certified in the Compliance Certificate.

"Compliance Summary" means the Mace Compliance Summary agreed between the Agency and the Developer attached at Appendix 6 with such further amendments as shall be agreed between the parties acting reasonably.

"Conditions" means

- (a) the completion of the Deed of Variation;
- (b) the signing of the PCT Agreement conditional only upon this Agreement becoming unconditional (the "PCT Condition") and the Agency entering into an agreement with the PCT for the transfer of the PCT Land to the Agency in the form attached at Appendix 7 (with such further amendments as shall be agreed between the parties acting reasonably) and the Agency entering into an agreement with the Developer for the grant of a 999 year lease to the Developer of the PCT Land conditional upon the PCT Agreement (the "PCT Land Condition");
- (c) the approval of a Pre-Development Appraisal by the Agency in accordance with Schedule 7 (*Price appraisals and financial calculation*) and Clause 2.4;

- (d) the satisfaction of the Viability Condition in accordance with Schedule 7 (*Price appraisals and financial calculation*);
- (e) the production by the Developer to the Agency of a Code Initial Certificate in respect of the proposed Development and a BREEAM Initial Certificate in respect of each Commercial Unit to be erected on the Land for the relevant Stage or Phase;
- (f) the production by the Developer to the Agency of evidence confirming that the CEEQUAL Assessment Registration Form has been submitted;
- (g) the production by the Developer to the Agency of a CEEQUAL Assessment in respect of the proposed Development for the relevant Stage or Phase;
- (h) the Agency being satisfied that there is in existence a set of approved Outline Design Plans which adequately define and delineate in sufficient detail to the Agency's satisfaction the Development and all matters relating thereto (including the requirement of any relevant Planning Agreements);
- (i) with regard to the Compliance Inspector the appointment in accordance with Clause 5.1 by the Developer of the Compliance Inspector in a form to be approved by the Agency and which provides for the Compliance Inspector to give a Warranty;
- (j) the production by the Developer to the Agency in respect of a Stage or Phase of a Landscape Works Specification in a form acceptable to the Agency (acting reasonably);
- (k) the completion by the Developer of the sale and development agreement with the Association conditional only upon this Agreement becoming unconditional;
- (l) the completion of the Greenwich Centre Development Agreement conditional only upon this Agreement becoming unconditional;
- (m) any relevant pre-conditions to the planning permission;
- (n) the Agency approving the Detailed Design Plans in respect of Stage 1 of Phase 1 in accordance with Gateway 2;
- (o) [REDACTED]

and Condition means any one of them.

"Conditions Satisfaction Date" the date upon which the last of the Conditions has been satisfied (or both parties have agreed in writing that any outstanding conditions can be waived) and this Agreement has become unconditional.

"Confidential Information" means in respect of the Agency all information relating to the Agency or the existence or terms of this Agreement in respect of which the Developer and/or the Surety becomes aware in its capacity as a party to this Agreement or which is received by the Developer and/or the Surety in relation to this Agreement from either the Agency or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the Agency or any of its advisors in whatever form in either case (including

information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information) and in the case of the Developer and/or the Surety means such specific information as the Developer and/or the Surety (as the case may be) shall have identified to the Agency in writing prior to the date hereof as confidential information for the purposes of this Agreement or which the Developer and/or the Surety states as being Confidential Information at the time such information is being made available to the Agency.

"Considerate Constructors Scheme" means the Code of Considerate Practice promoted by the construction industry a copy of which is to be found on the Considerate Constructors Scheme website.

"Contractor" means all main contractors engaged by the Developer (or on behalf of the Developer) for the delivery of the Development.

"Contract Rate" means 4% above Barclays Bank Plc base rate from time to time in force as well after as before judgment which rate shall also be the "contract rate" referred to in the Standard Commercial Conditions.

"DPA" means the Data Protection Act 1998.

"Deed of Priority" means a deed entered into by the Agency in favour of the Developer's funder in a form to be agreed by the Agency acting reasonably.

"Deed of Variation" means a deed to vary the S106 Agreement in a form to be agreed between the parties acting reasonably.

"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 Agreement) 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.

"Detailed Design Plans" means the detailed drawings specifications layout plans landscaping layout required as part of the Gateway Approvals Process for Gateway 2 in respect of each Stage and Phase.

"Developable Area" means the aggregate floor area of all Dwellings and Commercial Units permitted to be erected on the Land pursuant to the Planning Permission and for this purpose the floor area of a Dwelling or Commercial Unit shall mean the net internal floor area of the Dwelling or Commercial Unit measured in accordance with the Royal Institution of Chartered Surveyors Code of Measuring Practice (6th Edition).

"Developer's Representative" means [REDACTED] or any appropriately qualified person nominated by the Developer from time to time and notified to the Agency in writing.

"Developer's Solicitors" means Reynolds Porter Chamberlain LLP, Tower Bridge House, St Katharine's Way, London E1 1AA (Ref: JDN/SMM/HAD20.1).

"Developer's Submission" means the proposal submitted by the Developer in response to the PLI Brief dated 8 October 2010 and as supplemented on 15 November 2010 (including any subsequent variation or addition thereto agreed by the Agency) and attached to this Agreement at Appendix 4.

"Development" means the erection and completion on the Land of all buildings erections structures highways drainage infrastructure and other works in accordance with the Approved Plans the PLI Brief the Planning Permission and all Planning Agreements including site preparation and the erection of the number of Dwellings and the net internal area of Commercial Units comprising the Minimum Development.

"Development End Date" means 30 March 2019 as extended in accordance with Schedule 5.

"Development Longstop Date" means 14 September 2020.

"Development Strategies" means the individual development strategies set out in Schedule 4 (*Development Strategies*) to be prepared by the Developer and approved by the Agency.

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

"EIR" means the Environmental Information Regulations 2004 and any subordinate legislation made thereunder 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.

"Employer's Agent" means EC Harris LLP of ECHQ, Regent Quarter, 34 York Way, London N1 9AB or such replacement appointed by the Developers from time to time.

"Employment and Skills Plan and Strategy" means the employment and skills plan produced and agreed with the Agency (acting reasonably).

[REDACTED]

"Enquiry Replies" means any written replies made by the Agency's Solicitors in reply to written questions or enquiries made by the Developer's Solicitors in relation to the Land, including replies to commercial property enquiries.

"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 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 and which is envisaged will reflect the structure set out in the diagram attached at Appendix 13 with such further amendment as shall be agreed between the parties (acting reasonably).

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

"Extended PCT Longstop Date" 30 June 2012

"Final Completion Certificate" means a certificate issued by the Agency under paragraph 3 of Schedule 10 (*Final Completion Certificate*).

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

"FOIA Exemption" means any applicable exemption to the FOIA.

"Gateway Approvals Process" means the process established between the Agency and the Developer for approving design information and the supply and approval of drawings and information as set out in Appendix 3 by reference to the Gateways.

"Gateways" means Gateway 1, Gateway 2 and Gateway 3 as referred to in the Gateway Approvals Process.

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

"Greenwich Centre" means the Greenwich Centre which is the subject of and which is defined in the Greenwich Centre Development Agreement.

"Greenwich Centre Development Agreement" means the agreement (incorporating an agreed form of lease) to be entered into by the Agency, the Developer and the London Borough of Greenwich based on the forms annexed hereto or otherwise in a form to be approved by the Agency acting reasonably.

"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.

"Highways Technical Approval" means written approval by the competent highway authority of the Developer's detailed proposals for Adoptable Highways within the Development.

"Information" means in relation to:

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

"Information Commissioner" has the meaning set out in section 6 of the DPA.

"Intellectual Property Rights" shall include without limitation all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person.

"Interim Client Design Award" means an interim certificate assessed by a CEEQUAL Assessor and issued by CEEQUAL Limited.

"Land" means the development site at Greenwich registered at the Land Registry under title number TGL249007 and TGL196230.

"Landscape Phasing Plan" means the phasing plan forming part of the Landscape Works Specification setting out the elements of landscaping in relation to public open space and adoption thereof to be achieved in relation to the number of Units sold or let (or agreed to be sold or let).

"Landscape Works Specification" means a specification (incorporating the Landscape Phasing Plan) detailing the landscaping to be carried out in relation to public open space.

"Lease" means a lease of the land in the form of the draft annexed at Appendix 14 to be granted by the Agency to the Developer pursuant to this Agreement (subject to such amendments thereto (including any draft document annexed to the draft Lease) as may be required consequential upon any changes to the Development agreed between the Developer and the Agency (both acting reasonably) prior to completion of the grant of any Lease).

"Legal Charge" means a charge entered into by the Developer in favour of the Agency substantially in the form set out in Appendix 12 with such further amendments as shall be agreed between the parties acting reasonably.

"Lifetime Homes Certificate" means a certificate issued by a suitably qualified person endorsed either by the Habinteg Housing Association or the Joseph Rowntree Foundation confirming that all 16 Lifetime Homes standards have been achieved in respect of the Units defined in the Compliance Summary.

"Local Planning Authority" means the London Borough of Greenwich or such other authority as shall have during the currency of this Agreement jurisdiction to deal with planning applications in respect of the Land.

"Local Planning Authority" means the London Borough of Greenwich or such other authority as shall have during the currency of this Agreement jurisdiction to deal with planning applications in respect of the Land.

"LBG" means the London Borough of Greenwich of Town Hall, Wellington Street, Woolwich, London SE18 6PW.

"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;
- (b) the BREEAM Initial Certificate in relation to the Commercial Units; and
- (c) the quality standards as set out in the PLI Brief.

"Method Statement" means the method statement produced prior to today's date by the Developer for the Development which sets out in detail how the Developer will implement the Employment and Skills Plan (incorporating such changes as shall be agreed between the parties).

"Minimum Development" means a comprehensive development of the Land which comprises as a minimum all the following constituent elements:

- (a) 615 Dwellings;
- (b) 10,000 square metres of net internal area of Commercial Units and
- (c) compliance with the Mandatory Sustainability Standards.

"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 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;

as varied by the Compliance Summary.

"Minimum Space Requirements" means the MIFA in relation to bedrooms and occupancy of:

- (a) 1 Bed/2 person Dwelling 51m²;
- (b) 2 Bed/3 person Dwelling 66m²;
- (c) 2 Bed/4 person Dwelling 77m²;
- (d) 3 Bed/5 person Dwelling 93m²; and
- (e) 4 Bed/6 person Dwelling 106m²;

as varied in the Compliance Summary.

"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 which for the avoidance of doubt excludes all Units and the Greenwich Centre.

"Outline Design Plans" means the drawings specifications Dwelling and Commercial Unit types and related documents setting out the Developer's outline proposals for the design and construction of the Development provided in accordance with Gateway 1 of the Gateway Approvals Process.

"Overheating Standards" means in respect of Dwellings CIBSE Vol A (2007) which requires:

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

as varied by the Compliance Summary.

"PCT" means Greenwich Teaching Primary Care Trust of 51-54 Burney Street, Greenwich, London SE19 9EX.

"PCT Agreement" means the agreement (incorporating an agreed form of lease) to be entered into by the Agency, the Developer and the PCT based on the forms annexed hereto or otherwise in a form to be approved by the Agency and the Developer acting reasonably and which includes provision for the transfer of the PCT Land to the Agency.

"PCT Land" means the land registered at the Land registry with title number TGL196230

"Phase" means a phase forming part of the Development being any one or more of Phase 1 or Phase 2 and "Phases" shall be construed accordingly.

"Phase 1 Longstop Date" means 31 December 2016

"Phased Completion" means the sectional completion of a Phase and a Stage in accordance with the Building Contract.

"Planning Acts" means the statutes and statutory instruments from time to time in force relating to town and country planning.

"Planning Agreement" means any agreement 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 Planning Permission 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 and including the Section 106 Agreement.

"Planning Permission" means the full planning permission dated 31 March 2009 issued by the London Borough of Greenwich under reference 08/0688/F and such further planning permissions or variations as shall be agreed between the Developer and the Agency (acting reasonably).

"PLI Brief" means the brief and guidance note appended at Appendix 10 (*PLI Brief and Guidance Note*) or as varied and agreed between the parties acting reasonably.

"Pre-Commencement Plans" means the plans to be submitted to the Agency by the Developer in accordance with Gateway 2 of the Gateway Approvals Process.

"Price" means the price payable pursuant to Schedule 7 (*Price appraisals and financial calculation*).

"Programme" means the draft programme for the carrying out of the Development appended at Appendix 8 (*Programme*) as amended and updated and notified to the Agency from time to time during the Development.

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

"Qualifying Occupiers" means such persons nominated by the Local Planning Authority and identified as a class of persons within the Affordable Housing Strategy (or part of any Planning Agreement) whose incomes are insufficient to enable them to afford adequate housing locally on the open market and (if there is in place any eligibility criteria for the occupation of the Affordable Dwellings issued by the Local Planning Authority) persons who at the date of their first occupation of an Affordable Dwelling satisfy such criteria.

"Quality Standards" means the Agency's minimum standards for the Development as set out in paragraph 23 of Part 1 of Schedule 5 of this Agreement.

"Representation" means any written oral or implied representation warranty confirmation or statement in relation to the Land or to any matter contained or referred to in this Agreement made by or on behalf of the Agency to the Developer or to any agent adviser or other person acting for the Developer.

"Request for Information/RFI" shall have the meaning set out in the FOIA or any request for information under EIR which may relate to the Development, this Agreement or any activities or business of the Agency.

[REDACTED]

"Safer Parking Scheme Confirmation" means a letter of confirmation from the local constabulary in substantially the form of the draft annexed confirming that the design and specification of the Commercial Units comprising part of the Development complies with Safer Parking Standards and accordingly will be capable of Safer Parking Scheme accreditation once the Development is completed in accordance with such design and specification.

"Secretary of State" means the Secretary of State or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State by sections 77, 78 and 79 of the Act or an inspector appointed to act on behalf of him.

"Secured by Design Confirmation" means a letter of confirmation from the local constabulary in substantially the form of the draft annexed confirming that the design and specification of the Development complies with Secured by Design standards and will accordingly be capable of Secured by Design accreditation once the Development is completed in accordance with such design and specification.

"Section 106 Agreement" means the agreement under section 106 of the Town and Country Planning Act 1990 dated 31 March 2009 made between (1) First Base (East Greenwich Residential) Land Limited (2) The Agency (3) Greenwich Teaching Primary Care Trust and (4) The Mayor and Burgesses of the London Borough of Greenwich as varied by the Deed of Variation or such further variation as shall be agreed between the parties.

"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.

"Stage" means a stage forming part of the Development being any one or more of the Stages set out on the attached Stages Plan and **"Stages"** shall be construed accordingly.

"Stage Plan" means the draft Stage Plan attached at Appendix 5 with such further amendments notified by the Developer to the Agency.

"Standard Commercial Conditions" means the Standard Commercial Property Conditions (Second Edition) and any reference to a Standard Commercial Condition shall be construed accordingly and have the same meaning as the expression "condition" in the Standard Commercial Conditions.

"Target Conditions Satisfaction Date" means 16 April 2012.

"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 the Agency holds the Land.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Unit" means any Dwelling or Commercial Unit.

"Value Added Tax" 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.

"Warranty" means:

- (a) a deed of warranty substantially in the form annexed for the relevant warrantor together with such amendments (if any) as may be required by the Developer and approved by the Agency (such approval not to be unreasonably withheld or delayed); or
- (b) a deed of warranty in a form approved by the Agency (such approval not to be unreasonably withheld or delayed); or
- (c) a right under the Contracts (Rights of Third Parties) Act 1999 in a form approved by the Agency (such approval not to be unreasonably withheld or delayed) to enable the warrantee to enforce the terms of the relevant contract or appointment against the warrantor.

1.2 Headings are for ease of reference only and shall not affect the construction of this Agreement.

1.3 References to laws statutes bylaws regulations orders and delegated legislation shall include any law statute bylaw regulation order or delegated legislation modifying amending re-enacting consolidating or made pursuant to the same.

1.4 In this Agreement:

- (a) references to Clauses and Schedules shall be references respectively to the Clauses of and Schedules to this Agreement;
- (b) references to "this Agreement" include any Schedules;
- (c) the expression "this Agreement" used in this Agreement shall include any document or the terms of any document which are incorporated by reference into this Agreement and shall have the same meaning as the expression the "contract" referred to in the Standard Commercial Conditions;
- (d) 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;
- (e) the expression "working day" shall have the same meaning as in the Standard Commercial Conditions;
- (f) where the consent or approval of the Agency 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 the Agency to the Developer as being the appropriate officer for such purposes) and in all cases such consent or approval shall not be unreasonably withheld or delayed.

1.5 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, Tenants Services Authority and the Welsh Ministers Transfer Scheme,

all assets, liabilities and interests were transferred from Commission for the New Towns and The Urban Regeneration Agency to Homes and Communities Agency with effect from 1st December 2008.

2 **CONDITIONS**

- 2.1 This Agreement (other than this Clause 2) is conditional upon satisfaction of each of the Conditions.
- 2.2 The Developer and (where applicable) the Agency shall use reasonable endeavours to procure the satisfaction of the Conditions in accordance with but subject to the terms of this Agreement and in any event no later than the Conditions Satisfaction Date and where the input or approval of the Agency is required in order to satisfy the conditions the Agency shall use reasonable endeavours to assist the Developer in relation to the same as soon as reasonably practicable and act reasonably in providing any approval.
- 2.3 The Developer shall notify the Agency of the satisfaction of each of the Conditions which are the sole responsibility of the Developer as soon as reasonably practicable after it has been satisfied and following the satisfaction of all of the Conditions, the Developer shall write to the Agency to request formal confirmation that all Conditions have been satisfied and the Agency shall within 10 Working Days of receipt of such letter provide written confirmation of such satisfaction to the Developer
- 2.4 On the date upon which the last of the Conditions shall be satisfied or (if later) the Target Conditions Satisfaction Date:
 - (a) this Agreement shall become unconditional unless it shall have been first determined in accordance with the provisions hereof;
 - (b) the Developer shall be obliged to carry out the Development in accordance with this Agreement; and
 - (c) with effect from the Condition Satisfaction Date the Agency shall grant the Lease in accordance with Clause 8.
- 2.5 Where all Conditions other than the PCT Condition and the PCT Land Condition have been satisfied by the Target Conditions Satisfaction Date the following provisions shall apply:

2.5.1

- (a) The Target Conditions Longstop Date shall be extended to the Extended PCT Longstop Date; and
- (b) the Developer shall use reasonable endeavours to satisfy [REDACTED]
[REDACTED]
in circumstances reflecting the amendments to the Development required to exclude the PCT Land, to include amending the Planning Permission and Section 106 Agreement to reflect the exclusion of the PCT Land and the need to identify an alternative occupier for the space made available for PCT within the Greenwich Centre and shall prepare [REDACTED]
[REDACTED]
[REDACTED]
- (c) the Agency shall act reasonably in approving any [REDACTED]
[REDACTED]
[REDACTED]

2.5.2 If both the PCT Agreement Condition and the PCT Land Condition are satisfied at any time prior to the Extended PCT Longstop Date then the Agreement shall become unconditional and the provisions of Clause 2.4 shall apply.

2.5.3 Where Clause 2.5.2 does not apply and the Agency has approved [REDACTED] by [REDACTED] the Extended PCT Longstop Date then the Agreement shall become unconditional, the provisions of Clause 2.4 shall apply and the [REDACTED]
[REDACTED]
[REDACTED]

2.6 If any of the Conditions shall not have been satisfied by the Target Conditions Satisfaction Date (except in circumstances where Clause 2.5 applies when the relevant date shall be the Extended PCT Longstop Date and shall include the Developer being unable to obtain appropriate amendments to the Planning Permission and Section 106 Agreement) then either the Agency or the Developer may at any time thereafter (but before all of the Conditions have been satisfied) terminate this Agreement provided that the party serving the notice has acted in accordance with Clause 2.2 by giving notice in writing to the other whereupon this Agreement shall cease to have effect and the parties shall be released from their respective obligations hereunder but without prejudice to any right of action available to either the Agency or the Developer in respect of any breach by the other of its obligations under this Agreement.

3 APPROVAL OF DESIGN PLANS

3.1 As soon as reasonably practicable following the date of this Agreement the Developer shall provide the Agency with the Outline Design Plans as set-out in Gateway 1 of the Gateway Approvals Process for approval (and for the avoidance of doubt the Developer shall supply Outline Design Plans to the Agency in the event that there are any material design changes to the Outline Design Plans which would have initially required the Agency's approval pursuant to the Gateway Approvals Process) and the Developer shall demonstrate in a workshop to the Agency that the Outline Design Plans conform with the overall design integrity for the Development.

- 3.2 Within 12 Working Days of receipt of Outline Design Plans and workshop in accordance with clause 3.1 the Agency will confirm whether the Outline Design Plans are satisfactory in accordance with the Gateway Approvals Process and the PLI Brief and the Agency shall have 12 Working Days to confirm its approval or otherwise.
- 3.3 Prior to starting works in connection with a particular Stage or Stages or Phase or Phases the Developer shall supply to the Compliance Inspector the Pre-Commencement Plans in accordance with Gateway 2 of the Gateway Approvals Process and the PLI Brief and shall procure that the Compliance Officer will report to the Agency within 5 Working Days of receipt of the Pre-Commencement Plans whether or not the Pre-Commencement Plans are satisfactory in accordance with the Gateway Approvals Process and the PLI Brief and the Agency shall have 10 Working Days following receipt of the Compliance Inspector's report to confirm (acting reasonably) its approval or otherwise and where the Agency fails to approve the Pre-Commencement Plans and the parties are unable to agree any mutually acceptable variations to them the dispute shall be dealt with Clause 17.
- 3.4 The Developer shall not start work in relation to any particular Phase or Stage until the Pre-Commencement Plans for that Phase or Stage have been approved by the Agency pursuant to Clause 3.3 nor where there are any matters outstanding under Clause 3.5 in relation to any previous Phase or Stage unless agreed between the parties acting reasonably.
- 3.5 Following practical completion of each stage the Developer shall provide the Completion Information in accordance with Gateway 3 of the Gateway Approvals Process and the PLI Brief to the Compliance Inspector and shall procure that the Compliance Officer will report to the Agency within 5 Working Days of receipt of the Completion Information whether the Completion Information is satisfactory in accordance with the Gateway Approvals Process and the PLI Brief and the Agency shall have 12 Working Days following receipt of the Compliance Inspector's report to confirm (acting reasonably) its approval or otherwise.
- 3.6 In the event that the Agency notifies the Developer that the documents supplied in respect of the Outline Design Plans, Pre-Commencement Plans or Completion Information does not satisfy the Gateway Approvals Process then the Developer (where possible) shall supply such further information as shall be listed in the Compliance Inspector's report and shall procure that the Compliance Inspector will confirm within 5 Working Days to the Agency if the further information is then satisfactory.
- 3.7 In the event that there is a dispute between the Developer and the Agency over the information provided in respect of Clause 3.6 then either party may refer the issue for dispute resolution pursuant to Clause 16.
- 3.8 The Developer and Agency shall use reasonable endeavours to negotiate in good faith within a reasonable timeframe with the other and the Local Planning Authority any matters and arrangements necessary to facilitate the requirements of any Planning Agreement or the Outline Design Plans, the Pre-Commencement Plans and the Completion Information.
- 3.9 The Developer will not commence any Phase 2 works (except as part of the Licence to Occupy as defined in Clause 4.4) until such time that all matters relating to Phase 1 as per the Gateways Approvals Process has been completed to the satisfaction of the Agency (acting reasonably) unless prior agreement to commence Phase 2 has been reached between the parties acting reasonably PROVIDED that

the Developer shall be able to commence a Stage of Phase 1 works even if there are works outstanding in respect of any other Phase 1 Stage or Stages.

4 VARIATION OF PLANNING PERMISSION AND EARLY ACCESS

- 4.1 The Developer will comply with the Developer's obligations in paragraph 1.2 of Schedule 5 to comply with the Planning Acts.
- 4.2 In the event that the Developer reasonably requires that the Planning Permission be varied (including if appropriate where Clause 2.5 applies) then it shall submit its proposals to the Agency for approval including where appropriate the approval of the form of any necessary variation to this Agreement (such approval not to be unreasonably withheld or delayed) and thereafter the Developer shall use reasonable endeavours to negotiate and such proposed variation of the Planning Permission within a reasonable time.
- 4.3 When providing information to the Agency in accordance with clause 4.2 then the Developer shall comply with the requirements of Gateway 1 and Gateway 2 as set out in clauses 3.4 and 3.5 above.
- 4.4 The Agency and the Developer agree that if they have not agreed and entered into a form of licence to permit the Developer to enter the Site and carry out certain works required to enable the Planning Permission to be implemented ("Licence to Occupy") on or before 31 January 2012 and/or the Developer has not satisfied the Planning Permission or Section 106 Agreement conditions that they will jointly apply to extend the Planning Permission as soon as reasonably practicable.

5 APPOINTMENT OF THE COMPLIANCE INSPECTOR

- 5.1 As soon as reasonably practicable after today's date, the Developer shall appoint the Compliance Inspector and such appointment to be in a form to be proposed by the Developer and approved by the Agency (such approval not to be unreasonably withheld or delayed).
- 5.2 The services to be provided by the Compliance Inspector and specified in his appointment shall be set out in the Compliance Inspector Appointment and shall reflect the obligations set out in Clause 3.4, the PLI Brief and the Gateway Approvals Process and shall also include the provision of reports on the Developer's implementation of the Development Strategies in order to be satisfied that the Developer has and continues to comply with the Development Strategies and its obligations hereunder up to the issue of the Final Completion Certificate by the Agency.
- 5.3 The Developer shall comply with its obligations set out in Schedule 4 (*Development strategies*).

6 DEVELOPER'S COVENANTS RELATING TO THE DEVELOPMENT

- 6.1 The Developer covenants with the Agency to comply with the Developer's obligations contained in Schedule 5.
- 6.2 The Developer covenants with the Agency to comply with the Developer's obligations relating to the implementation of the Employment and Skills Strategy.

MEETINGS

The Agency and the Developer shall hold monthly meetings (which shall in so far as is reasonably practicable be attended by the Agency's Representative and the Developer's Representative) to review progress in relation to the satisfaction of the Conditions and the Development. Formal minutes of the meetings will be taken by the Developer and copies passed to those present.

The Developer shall invite and give due notice to LBG and the PCT in order to enable them to attend the quarterly meetings which The Agency will hold with the Developer pursuant to this Agreement which are to take place every three months in order to review progress on the Site. The purpose of the meetings will be to inform inter alia LBG and the PCT of overall progress on Site. The Developer will attend each such meeting. Formal minutes of the meetings will be taken and copies passed to those present and to the LBG Representative and PCT Representative if not present.

REPRESENTATIVES

For the purpose of providing any approvals or consents pursuant to this Agreement the Developer's Representative shall be the party authorised to provide such approvals or consents on behalf of the Developer and the Agency's Representative shall be the party authorised to provide such approvals or consents on behalf of the Agency.

COMPLETION AND GRANT OF THE LEASES AND PAYMENT OF PRICE**8.1 Completion**

8.1.1 On the Completion Date the Agency shall grant and the Developer shall accept the Lease

8.1.2 On the Completion Date the Agency and the Developer shall enter into the Charge and the Deed of Priority.

8.2

[REDACTED]

8.2.1 Completion of the grant of the Lease shall take place at the offices of the Agency's Solicitors or elsewhere as they may reasonably direct when the Developer shall deliver to the Agency:

- (a) a duly executed counterpart of the Lease (and the Agency shall deliver to the Developer a duly executed original of the Lease);
- (b) a duly executed original of the Legal Charge (and the Agency shall deliver to the Developer a duly executed counterpart of the Legal Charge);
- (c) a certified copy of the completed appointment of the Compliance Inspector; and
- (d) the Warranty given by the Compliance Inspector in favour of the Agency, and the Warranties to be provided to the Agency pursuant to Schedule 5

8.3

[REDACTED]

- 8.4 If completion shall not have taken place before 1.00 pm on any day then completion shall be deemed to have occurred on the next following working day.
- 8.5 All items delivered by the Agency through the post or document exchange in connection with this transaction and its completion shall be at the risk of the Developer.
- 8.6 The Developer shall as soon as reasonably practicable after completion take all reasonable steps to procure the registration of the Lease and the Legal Charge (on the Agency's behalf) at Companies House and at the Land Registry and the Agency shall take reasonable steps to assist the Developer (at the Developer's cost) with any requisitions raised by the Land Registry.
- 8.7 The parties shall comply with their respective obligations in Schedule 7 (*Price appraisals and financial calculation*).

9 **CODE COMPLIANCE**

The Developer and the Agency covenant with each other to comply with their respective obligations contained in the Gateway Approvals Process and in Schedule 10 (*Underleases of Units and Code Compliance Obligations*).

10 **LEASES ETC OF COMMON SERVICES AND HIGHWAYS**

The Agency covenants to enter into, at any time at the Developer's request, any leases, transfers, easements, licences, agreements or other document with any public or statutory authority in connection with any Common Services or Highways or matters ancillary thereto in such form as the Developer shall reasonably require.

11 **LEASE OF REMAINDER OF LAND/OVERRIDING LEASE**

- 11.1 Following the issue of the Final Completion Certificate the Agency shall transfer to the Management Company and the Management Company shall receive the remainder of the Land (if any) the freehold of which is still vested in the Agency and which is not the subject of any other provision for lease under this Agreement provided that (whether or not a Final Completion Certificate has been issued) the Agency may by notice to the Developer:

- (a) require that the whole or part of such remainder land be transferred to the 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 leased to the Developer,

and the Developer shall co-operate in such lease or transfer (which shall take place on the date stipulated in writing by the Agency (following not less than 20 Working Days notice)) and shall execute the lease as lessee (where the lease is to the Developer).

- 11.2 Following the issue of the Final Completion Certificate the Developer shall assign the Lease to the Management Company subject to the underleases granted by the Developer.
- 11.3 The transfer and assignment in relation to 11.1 and 11.2 shall be in such form as the Agency and Developer shall reasonably require.

12 **GENERAL PROVISIONS RELATING TO LEASES**

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

13 **DEDUCTION OF TITLE**

13.1 Title to the Land has been deduced prior to the date hereof.

13.2 The Developer shall take the Lease with full knowledge of the title to the Land:

(a) as set out or referred to in the registers of the title at the Land Registry;
and

(b) as set out or referred to in Clause 14 (*Possession*),

(including all matters arising in connection with the Planning Acts) and shall raise no requisition nor objection thereto save in respect of any matters arising out of the usual pre-completion searches.

14 **POSSESSION**

The Land (other than the PCT Land) is let with vacant possession on completion.

15 **MATTERS AFFECTING THE PROPERTY**

Without prejudice to Standard Commercial Condition 3.1.2 (as varied by this Agreement) all leases shall be granted free from encumbrances and subject to but (where applicable) with the benefit of:

(a) all existing rights privileges easements liabilities (and in particular but without prejudice to the generality of the foregoing drainage and other service rights or easements) and quasi or reputed easements affecting the Land (other than the PCT Land);

(b) all Local Land Charges (whether registered or not before the date hereof) and all matters capable of registration as Local Land Charges (whether or not actually registered as such) affecting or relating to the Land (other than the PCT Land) or any part thereof or any building or other structure thereon or on part thereof whether general or specific;

(c) all notices orders proposals or requirements whatsoever (whether registered or not before the date hereof) affecting or relating to the Land (other than the PCT Land) or any part thereof given or made by any government department or by any statutory undertaker or by any public local authority or other competent authority;

(d) the documents mentioned contained or referred to in the Property Proprietorship and Charges Registers of title numbers TGL249007 or any Encumbrances.

16 **STANDARD COMMERCIAL CONDITIONS AND ANCILLARY MATTERS**

16.1 In relation to this Agreement the Standard Commercial Conditions shall apply as follows:

- (a) the Standard Commercial Conditions applicable to the grant of a lease and as varied in Clause 16.2 shall be incorporated in this Agreement insofar as they are not inconsistent with the express terms and conditions of this Agreement and in the event of any conflict between the express terms and conditions of this Agreement and the Standard Commercial Conditions the former shall prevail;
- (b) all references in the Standard Commercial Conditions to the "seller" and the "buyer" shall be deemed to be references to the "Agency" and the "Developer" respectively and shall be construed accordingly;
- (c) all references in the Standard Commercial Conditions to the "Property" shall be deemed to be references to the Land and shall be construed accordingly.

16.2 In relation to this Agreement the Standard Commercial Conditions shall be varied as follows:

- (a) Standard Commercial Conditions, 1.4, 3.1.1, 3.1.3, 3.3, 6.1, 6.2, 6.3, 6.4.2, 6.6.2, 6.6.5, 7.1.2, 7.1.4(b), 8.4, 9.3, 10.1.3, 10.2.4 and 10.3 shall be deleted;
- (b) in Standard Commercial Condition 1.1.1(i) the definition of "public requirement" shall be deleted and replaced by the following:

"public requirement means any notice order demand request requirement or proposal having specific reference to the property which is given or made (whether before on or after the date of the contract and whether or not subject to any confirmation) by a body acting on statutory authority or any competent authority and includes:

- (i) all matters registered or registerable as local land charges (whether or not so registered); and
- (ii) all actual or proposed charges orders directions conditions proposals demands restrictions agreements notices or other matters whatsoever (whether registered or not before today's date) affecting or relating to the property or any part thereof or any building or other structure thereon or any part thereof arising under the Planning Acts";
- (c) Standard Commercial Condition 1.3 shall be amended as set out in Clause 20 (*Notices*);
- (d) the following shall be added to the end of Standard Commercial Condition 3.1.2:
 - "(f) all outgoing, consents, restrictions, easements and liabilities affecting the property;

any interests which override under the Land Registration Act 2002";

- (e) at the end of Standard Commercial Condition 8.8.2 add the words "on completion the party on whom a notice to complete was served shall pay to the other party its reasonable and proper legal costs incurred in connection with the service of the notice and recalculating the completion statement together with disbursements properly incurred and VAT";

16B. **SITE SURVEYS ETC**

At any time prior to the date upon which the Lease is granted the Agency shall permit the Developer to have access to the Land (on reasonable notice, which need not be in writing) for the purpose of carrying out site, environmental and ground condition surveys and any other act reasonably necessary for the purpose of the Development and evaluating the same.

17 **DISPUTES**

(Save where expressly otherwise provided in this Agreement) where in this Agreement:

- (a) any matter falls to be agreed between the parties; or
- (b) a test of reasonableness falls to be applied in respect of any matter; or
- (c) a dispute shall arise in respect of any cost or value,

then any dispute or difference relating to any of the foregoing shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing agreement to a person nominated on the request of either the Agency or the Developer by the President (or next senior officer then available) for the time being of the Law Society in manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

18 **ENTIRE AGREEMENT AND INSPECTION**

The Developer confirms that:

- (a) this Agreement constitutes the entire agreement relating to the subject matter of this Agreement and supersedes all prior negotiations documents agreements statements and understandings;
- (b) it has not entered into this Agreement in reliance (wholly or in part) upon any Representation (whether written oral or implied) not expressly set out herein made by the Agency or any of its agents prior hereto (other than the Enquiry Replies); and
- (c) it has been provided with all information necessary to assess the state and condition of the Land and that it has had full opportunity to enter the Land to conduct such surveys as the Developer wished and has entered into this Agreement upon the basis of the express provisions of this Agreement.

19 **REPRESENTATIONS**

19.1 Save for the Agency's Solicitors in respect of any Enquiry Replies no agent adviser or other person acting for the Agency has at any time had the authority of the Agency to make any Representations whatsoever.

19.2 If any Representation is made:

- (a) and the fact that it was inaccurate either was known to the Developer before today or might reasonably be expected to have been discoverable as a result of enquiries a prudent buyer would have raised before agreeing to buy the Land then the Developer shall be deemed not to have been in any way influenced induced or persuaded to enter into this Agreement by such Representation;
- (b) the Agency shall have no liability to the Developer in respect of the same unless the Developer notifies the Agency of any inaccuracy breach or claim within six months of the date of completion of the Lease; and
- (c) the Agency's maximum liability in respect of any such inaccuracy breach or claim shall be limited to the amount of the Price.

20

NOTICES

For the avoidance of doubt the provisions of Standard Commercial Condition 1.3 as amended by this Agreement shall apply:

- (a) no notice served on the Agency's Solicitors shall be valid unless it quotes the reference for the recipient solicitor as set out in Clause 1 (*Definitions and interpretation*) of this Agreement or such other reference as may have been notified in writing in accordance with the provisions of this Clause 20 (*Notices*));
- (b) any notice or document sent by fax to the Agency's Solicitors shall only be validly given or delivered if transmitted to 020 7246 7777 or to such other number as may be expressly notified in writing for the purposes of this Clause 20 (*Notices*);
- (c) "5.30pm" shall be substituted for "4.00pm" in Standard Commercial Conditions 1.3.5 and 1.3.7;
- (d) any notice or document to be given or served upon the Agency must either be sent or delivered to the Agency's Solicitors in accordance with the provisions of this Agreement or sent or delivered (in accordance with the provisions of this Agreement) to the Agency at Palestra, 197 Blackfriars Road, London SE1 8AA and marked for the attention of the Regional Director or such other address (or reference) as the Agency may notify in writing to the Developer for such purpose and at the same time a copy must be sent or delivered to the Agency's Solicitors (in accordance with the provisions of this Agreement).

21

NO ASSIGNMENT OR MERGER

- 21.1 Subject to clause 21.3 The Developer shall not be permitted to assign mortgage charge or otherwise part with the benefit of this Agreement (other than to a Funder of the Developer as set out in clause 21.3) nor make any disposition of the Land and the Agency shall not be required to grant the Lease to any person or body other than the Developer.
- 21.2 At the request and cost of any Funder the Agency (in its capacity as freeholder) will enter into the Deed of Priority in relation to the rights of the Agency and such Funder shall have the priority right (but not an obligation) to step into and take over the implementation of the Development. The form of such deed shall be in a form agreed between the Agency, the Developer and the Funder, each acting reasonably.

- 21.3 The Developer may assign by way of security its benefit in this Agreement to an entity providing finance or funding for the Development (either in whole or in part).
- 21.4 This Agreement shall remain in full force and effect after completion in respect of any matters agreements or conditions which have not been done observed or performed before completion.
- 21.5 All representations or warranties indemnities undertakings and obligations of the parties shall (except for any obligations fully performed on completion) continue in full force and effect notwithstanding completion.

22 GENERAL

- 22.1 The rights of each party under this Agreement:
- (a) may be exercised as often as necessary;
 - (b) are cumulative and not exclusive of its rights under the general law; and
 - (c) may be waived only in writing and specifically,
- delay in exercising or non-exercise of any such right is not a waiver of that right.
- 22.2 [REDACTED]
- 22.3 This Agreement may only be varied or modified by a supplemental agreement which is made in writing by the parties or their solicitors and in such a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989.
- 22.4 This Agreement is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
- 22.5 If any provision of this Agreement is or becomes illegal invalid or unenforceable in any jurisdiction that shall not affect:
- (a) the legality validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 22.6 [REDACTED]
- 22.7 On any termination of this Agreement the Developer will at its own expense remove any Land Registry or Land Charges Registry entry made against the Land in respect of this Agreement and shall return all title documentation or other documentation sent to it or its advisers.

23 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

24 **TERMINATING EVENTS**

24.1 In this Clause 24 (*Terminating events*) Terminating Event means any of the following:

- (a) in relation to an individual:
 - (i) the making of an application for the appointment of an interim receiver in respect of the individual's property under section 286 of the Insolvency Act 1986;
 - (ii) the making of a bankruptcy order in respect of the individual;
 - (iii) the making of an application for an interim order under section 253 of the Insolvency Act 1986 in respect of the individual;
 - (iv) the appointment of any person by the court to prepare a report under section 273 of the Insolvency Act 1986 in respect of the individual;
- (b) in relation to a company:
 - (i) the appointment of an administrator in respect of the company;
 - (ii) the appointment of an administrative receiver in respect of the company;
 - (iii) the making of an order or the passing of a resolution to wind up the company;
 - (iv) the appointment of a provisional liquidator in respect of the company;
 - (v) the making of a proposal under section 1 of the Insolvency Act 1986 for a voluntary arrangement in respect of the company; and
- (c) in relation to any person (whether an individual or a company):
 - (i) the appointment of a receiver (including an administrative receiver) in respect of any of the person's assets;
 - (ii) the person entering into an arrangement for the benefit of creditors;

in respect of each of the preceding other than (where relevant), for the sole purpose of amalgamation or reconstruction while solvent

- (d) The Developer is in material breach of its obligations hereunder and fails to remedy that breach within 20 Working Days after service by the Agency or written notice specifying the terms of the breach and requiring it to be remedied;

- (e) The Developer fails to deliver Completion of Phase 1 of the Development prior to the Phase 1 Longstop Date;
- (f) The Developer fails to deliver Completion of the Development prior to the Development Longstop Date.

24.2 If there occurs in relation to the Developer or the Surety (or where the Developer or the Surety comprises two or more persons there occurs in relation to any of such persons) a Terminating Event then the Agency may at any time thereafter serve notice on the Developer determining this Agreement but without prejudice to any rights or remedies of any party in respect of any antecedent breach of any of the obligations contained in this Agreement.

24.3 The Developer hereby grants to the Agency irrevocable licence (in the event of termination of this Agreement) to use and reproduce without royalty or other payment the Approved Plans and the design of the Development for the purposes of the completion, repair, use, advertising, letting or sale of the Development.

25 **MORTGAGEE**

25.1 In this Clause 25 the following definitions apply:

Approved Mortgagee means a mortgagee for the time being to whom the Developer has assigned by way of security its interest in this Agreement and which chargee has been notified to the Agency (including the requirement for an address for service for such charge within England or Wales) (Charge Notice);

Covenant means a deed of covenant required by Clause 25.4.1 or 25.4.2;

Event of Default means the occurrence of any event or thing or the arising of any state of affairs which would (but for this Clause) give rise to the right to terminate this Agreement;

Group means a group of companies within the meaning of section 42 of the Landlord & Tenant Act 1954;

Notice of Breach means a notice given (or to be given) by the Agency as defined in Clause 25.2.2;

Pre-Conditions means the pre-conditions set out in Clause 25.4.2(b);

Qualifying Developer means a developer who is able to demonstrate to the satisfaction of the Agency (acting reasonably) that it is able to meet all of the Developer's obligations under this Agreement (and satisfy the Agency's financial requirements from time to time in relation to the procurement of developers having regard to the Developer's obligations under this Agreement);

Qualifying Mortgagee means an Approved Mortgagee who is able to demonstrate to the satisfaction of the Agency (acting reasonably) that it is able to meet all of the Developer's obligations under this Agreement (and satisfy the Agency's financial requirements from time to time in relation to the procurement of developers having regard to the Developer's obligations under this Agreement);

Receiver means any receiver appointed by the Approved Mortgagee;

Suspension Period means the period of four months from the date of service of a Notice of Breach on the Approved Mortgagee;

25.2 Where:

25.2.1 an Event of Default occurs; and

25.2.2 at the time of the Event of Default there is in relation to this Agreement an Approved Mortgagee;

then the Agency shall not exercise any right to terminate this Agreement (and any such right shall not arise) until:

(a) the Agency has given written notice to the Approved Mortgagee specifying the Event of Default (**Notice of Breach**); and

(b) the Suspension Period has expired

25.3

25.3.1 The Notice of Breach shall be sufficiently served on the Approved Mortgagee by being left or sent by prepaid post to the Approved Mortgagee at its registered office for the time being or at the address specified in the Charge Notice

25.3.2 If the Notice of Breach is served by hand, then service shall take place upon delivery. If the Notice of Breach is sent by post then it shall be deemed to be served on the second Working Day after posting. Proof that the Notice of Breach was properly addressed, prepared and posted shall be conclusive evidence that such Notice of Breach was duly served

25.4 During the Suspension Period the Approved Mortgagee may do any one of the following:

25.4.1

(a) apply to the Agency for confirmation that it is a Qualifying Mortgagee (such confirmation not to be unreasonably withheld or delayed) (supplying to the Agency such information as the Agency may reasonably require); and

(b) if the Agency shall confirm that the Approved Mortgagee (such approval or rejection (with supporting statements) to be given by the Agency within 10 Working Days of application by the Approved Mortgagee is a Qualifying Mortgagee, deliver to the Agency within the Suspension Period a duly perfected deed of covenant in a form to be approved by the Agency (such approval not to be unreasonably withheld or delayed) binding such Qualifying Mortgagee to procure the erection and execution of the Development and to observe and perform the Developer's obligations under this Agreement (including an obligation to make good by a date specified by the Agency (acting reasonably) and in no circumstances to be prior to the end of the Suspension Period any breach by the Developer specified in the Notice of Breach); or

(c) pay to the Agency any sums which have fallen due under this Lease (but which remain unpaid); or

25.4.2

(a) If the Pre-Conditions shall be satisfied then if the Approved Mortgagee so wishes the Developer may within the Suspension Period effect an assignment of the whole of the Land to a Qualifying Developer

(b) The Pre-Conditions are:

- (i) application to the Agency for the Agency's consent to the assignment by the Developer to a Qualifying Developer must be made by the Approved Mortgagee within the Suspension Period;
- (ii) the prospective assignee must be a Qualifying Developer and confirmed as such by the Agency and must not be a company in the same Group as the Developer;
- (iii) the Qualifying Developer must have delivered to the Agency a duly perfected deed of covenant in a form approved by the Agency (such approval not to be unreasonably withheld or delayed) binding such Qualifying Developer (following the assignment of this Lease to the Qualifying Developer) to carry out and complete the Development in accordance with the provisions of this Agreement and to observe and perform the Developer's obligations under this Agreement (including an obligation to make good by a date specified by the Agency (acting reasonably) and in no circumstances to be prior to the end of the Suspension Period any breach by the Developer specified in the Notice of Breach) until the next lawful assignment of this Lease (and with provision that breach of such deed of covenant shall be deemed a breach of this Agreement);

(c) take no action

26 **AGENCY POWERS**

It is agreed between the parties hereto that nothing contained or implied in this Agreement shall prejudice or affect the Agency's rights powers and duties and the obligations of the Agency under all public and private statutes orders and regulations or otherwise so that the same may be as fully and effectually exercised by the Agency in relation to the Development and the Land as if this Agreement had not been entered into by the Agency.

27 **GOOD FAITH**

The Agency and the Developer agree to act in good faith in the performance of their obligations under this Agreement and to work with each other to resolve any issues which arise during the course of the Development.

28 **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

28.1 **Confidentiality**

28.1.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.

28.1.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the Agency arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

28.1.3 The obligations of confidence referred to in Clause 28.1(*Confidentiality*) will not apply to any Confidential Information which:

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other party.

28.1.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:

- (a) to enable the disclosing party to perform its obligations under this Agreement; or
- (b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Developer acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Agency may nevertheless be obliged to disclose such Confidential Information; or
- (c) by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential; or
- (e) to meet reasonable information requests from the Developer's funder, (or such funder's professional advisers or insurance advisers) to the extent that such disclosure is necessary to the performance of this Agreement or the carrying out of the Development.

28.1.5 The Developer and the Surety will ensure that all Confidential Information obtained from the Agency under or in connection with this Agreement:

- (a) is given only to such of its employees, professional advisors, Contractors or consultants engaged to advise it in connection with this Agreement as is reasonably necessary for the performance of this Agreement or the carrying out of the Development and only to the extent reasonably necessary for the performance of this Agreement or the carrying out of the Development;
- (b) is treated as confidential and not disclosed (without the Agency's prior written approval) or used by any such staff or professional advisors, Contractors or consultants otherwise than for the purposes of this Agreement;

- (c) where it is considered reasonably necessary in the opinion of the Agency the Developer and the Surety will ensure that such staff, professional advisors, Contractors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

28.1.6 Nothing in this Clause 28.1 (*Confidentiality*) shall prevent the Agency:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Agency's accounts; or
 - (ii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Agency has used its resources; or
- (b) disclosing any Confidential Information obtained from the Developer and the Surety:
 - (i) to any other department, office or agency of the Crown; or
 - (ii) to any person engaged in providing any services to the Agency for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;

provided that in disclosing information under Clause 28.1.6(b)(i) or Clause 28.1.6(b)(ii) the Agency discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

28.1.7 Nothing in this Clause 28 (*Confidentiality and freedom of information*) shall prevent a party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

28.2 **Freedom of information**

28.2.1 The Developer and the Surety acknowledge that the Agency is subject to legal duties which may require the release of information under FOIA and/or EIR and that the Agency may be under an obligation to provide Information subject to a Request for Information.

28.2.2 The Agency 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 or the Surety respond directly to a Request for Information to which the Agency is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Agency unless otherwise expressly authorised to do so by the Agency.

- 28.2.3 Subject to Clause 28.2.4 below, the Developer and the Surety acknowledge that the Agency may be obliged under FOIA or EIR to disclose Information:
- (a) (where the Information is not Confidential Information) without consulting either the Developer or the Surety; or
 - (b) (where the Information includes Confidential Information) following consultation with the Developer or the Surety (as the case may be) and having taken (or not taken, as the case may be) its views into account.
- 28.2.4 Without in any way limiting Clause 28.2.2 and Clause 28.2.3, in the event that the Agency receives a Request for Information, the Agency will, having regard to Clause 28.2.3, as soon as reasonably practicable notify the Developer or the Surety as appropriate.
- 28.2.5 The Developer and the Surety will take reasonable steps to assist and co-operate with the Agency as requested by the Agency to enable the Agency to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will at their own cost:
- (a) transfer any Request for Information received by the Developer or the Surety to the Agency as soon as practicable after receipt and in any event within five working days of receiving a Request for Information;
 - (b) provide all such reasonable assistance as may be reasonably required from time to time by the Agency and supply such data or information as may be requested by the Agency;
 - (c) provide the Agency with any data or information in its possession or power in the form that the Agency reasonably requires within five working days (or such other period as the Agency may reasonably specify) of the Agency requesting that Information.
- 28.2.6 Nothing in this Agreement will prevent the Agency 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.
- 28.2.7 The obligations in this Clause 28.2 (*Freedom of information*) will survive the expiry or termination of this Agreement for a period of two years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

28.3 **Publication of information before Parliament**

The Developer and the Surety acknowledge that the National Audit Office has the right to publish details of this Agreement in its relevant reports to Parliament.

29 **SURETY**

In consideration of this Agreement having been entered into by the Agency with the Developer at the request of the Surety (as the Surety hereby acknowledges) the Surety hereby agrees with the Agency (as a primary obligation) in the terms set out in Schedule 1 (*Covenants and Agreements by the Surety*).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
Covenants and Agreements by the Surety

- 1 The Surety hereby agrees with the Agency that:
 - (a) the Developer or the Surety shall duly perform and observe the payment terms in respect of the Minimum Land Price of this Agreement and the Surety hereby indemnifies the Agency from and against all claims demands losses damages liability reasonable and proper costs fees and expenses sustained by the Agency by reason of or arising in any way directly or indirectly out of any default by the Developer in the payment of the Minimum Land Price under the terms of this Agreement;
 - (b) the Surety is jointly and severally liable with the Developer for the fulfilment of the payment obligations of the Minimum Land Price by the Developer under the terms of this Agreement and agrees that the Agency in the enforcement of its rights under this Agreement may proceed against the Surety as if the Surety was named as the Developer in this Agreement;
 - (c) the Surety hereby waives any right to require the Agency to proceed against the Developer or to pursue any other remedy whatsoever which may be available to the Agency before proceeding against the Surety.
- 2 Where the Surety comprises more than one person the obligations and liabilities of the Surety are obligations and liabilities of such persons jointly and severally.
- 3 The Surety shall at the request of the Agency join in any document which the Developer is required to enter into pursuant to this Agreement.

Schedule 2
Letter from the local constabulary

**TO BE TYPED ON THE HEADED NOTEPAPER
OF THE RELEVANT LOCAL CONSTABULARY**

To:

[Set out name of Developer]

[Date]

Dear Sirs

[Name and address of Development]

We refer to the above proposed Development. You have provided to us, for the purposes of Secured by Design accreditation, a copy of relevant [drawings] [specifications] in relation to the proposed Development as approved by the local planning authority. We confirm that the design and specification of the [dwellings] [buildings] comprising the Development comply with Secured by Design standards and will accordingly be capable of Secured by Design accreditation once the Development is completed in accordance with such design and specification.

[In addition, you have provided us, for the purposes of the Safer Car Parking Scheme accreditation, a copy of the relevant [drawings] [specifications] in relation to the commercial units comprising part of the proposed Development as approved by the local planning authority. We confirm that the design and specification of the car parking areas of the Commercial Units comply with Safer Parking Scheme standards and will accordingly be capable of Safer Parking Scheme accreditation once the Development is completed in accordance with such design and specification.]

Yours faithfully,

[Chief Inspector]

**Schedule 3
Encumbrances**

1. The matters contained or referred to in Land Registry entries for title numbers TGL249007.
2. The Section 106 Agreement.

Schedule 4 Development strategies

"Community Engagement Strategy" means the Developer's written strategy for occupier consultation and local community engagement.

"Health and Safety Strategy" means a plan showing how health and safety measures have been considered and will be implemented.

"Long Term Stewardship Strategy" means the Developer's written strategy for Stewardship Governance Public Realm Social Infrastructure and Management of Public Realm and Community Facilities as these terms are more particularly defined in Schedule 6 (*Long term stewardship – definition*).

"Process Innovation and Efficiency Statement" means a written statement on process innovation and efficiency in accordance with the PLI Brief and the Gateway Approvals Process including:

- Provision of all site waste data;
- Third party approvals to demonstrate mortgageability, insurability and appropriate building warranty approvals;
- Evidence of where Lean Construction principles have been embedded throughout the project;
- Life cycle cost analysis of as built dwellings;
- Breakdown of construction costs compared to benchmark costs;
- CALIBRE & Smart Audit Reports;
- Completed Constructing Excellence KPI's.

4 OBLIGATIONS

4.1.1 The Developer shall procure that the Compliance Inspector issues a Report for each Phase or Stage, in accordance with the Gateway process and where such Strategy Report sets out Further Matters (or where the Compliance 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 Compliance Inspector produces to the Agency updated Strategy Reports at such intervals as he shall recommend are appropriate having regard to the nature of the Further Matters.

4.1.2 In relation to the Compliance 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 shall not without the prior written consent of the Agency 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 the Agency's own remedies against the Compliance 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, so as to

ensure the due performance by the Compliance Inspector of their respective services, to operate the provisions of the Compliance Inspector Appointment;

- (c) not to replace or substitute (or agree or approve any replacement or substitution of) the Compliance Inspector without:
 - (i) the prior written approval of the Agency;
 - (ii) the Agency having approved the form of the appointment of the replacement or substitute Compliance Inspector; and
 - (iii) such replacement or substitutive Compliance Inspector having entered into (and delivered to the Agency) a collateral warranty in favour of the Agency 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 the Agency 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)
- (d) to provide the Compliance Inspector with all reasonably necessary information to comply with the Gateway Approvals Process as set out in clause 3.

Schedule 5
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) (subject to the provisions of any licence entered into pursuant to Clause 4.4) a pre-commencement meeting has been held between the Developer and the Compliance Inspector (or other officer nominated for such purposes by the Agency) to enable the Developer to be briefed on and issued with the Agency's development regulations (and it shall be the responsibility of the Developer to request and arrange such meeting);

(b) the Developer has produced to the Compliance Inspector (or other officer nominated for such purpose by the Agency):

(i) the Highways Technical Approval for the relevant Stage/Phase; and

(ii) the Sewers Technical Approval for the relevant Stage/Phase,

together in each case with copies of all specifications drawings and other documents forming part of such approvals for the relevant Stage/Phase and that officer has confirmed in writing that he is satisfied (acting reasonably) with such approvals;

(c) the Developer has complied with any other requirement to be complied with before the Commencement Date under the provisions of this Agreement;

(d) the Developer has given to the Compliance Inspector a copy of the notice that it gives to the Health and Safety Executive under Schedule 1 of the CDM (as defined in paragraph 12.5); and

(e) all matters to be complied with under any Planning Agreement prior to commencement of such work have been complied with.

1.2 Consents and agreements

Subject to paragraphs 1.3 and 1.4, the Developer:

(a) obtain all permissions and consents required by all Planning Acts in relation to the Development for the relevant Stage/Phase;

(b) obtain consent under the building regulations for the Development in accordance with the requirements of the Building Act 1984 (with or without conditions);

(c) obtain all other permissions and consents required to carry out the Development for the relevant Stage/Phase;

(d) (if relevant) enter into an agreement with the highway authority pursuant to section 38 and/or section 278 of the Highways Act 1980 (as appropriate) in respect of the construction and adoption of the Adoptable

Highways 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 the any open space play areas, amenity areas and landscaping areas comprising a part of the Development;
- (g) enter into an agreement with the Council for the adoption by the Council of the any open space play areas, amenity areas and landscaping areas comprising a part of the Development which are to be adopted;
- (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 Approved Plans; and
- (i) a compliance inspector.

1.3 (Save to the extent that such matters are provided for in this Agreement) the Developer must not submit an application for any permission or consent without the Agency's approval to the form of application; nor may the Developer implement any permission or consent without the Agency'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 Approved Plans.

1.5 The Developer covenants with the Agency to observe perform and comply with all the obligations on its part contained in any document referred to in paragraph 1.2

2 PROFESSIONAL TEAM

2.1 The Developer shall appoint and employ:

- (a) an architect; and
- (b) a quantity surveyor
- (c) a planning consultant;
- (d) an environmental engineer (whose role shall include providing all necessary information required with BREEAM and the Code for Sustainable Homes to the Compliance Inspector);
- (e) a structural engineer;
- (f) a mechanical and electrical services engineer;
- (g) an employer's agent;
- (h) a compliance inspector;

together the "**Professional Team**" (or any other professional advisors) in connection with the Development if the Developer reasonably considers it necessary to do so to carry out its obligations under this Agreement.

2.2 The Developer shall not appoint a member of the Professional Team without the approval of the Agency (such approval not to be unreasonably withheld or delayed) to:

- (a) the terms of the appointment; and
- (b) the nature and terms of any guarantee or bond provided by the appointee.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

when asked to do so;

- (b) the member of the Professional Team shall maintain professional indemnity insurance cover throughout the period that they retain liability for breach of the terms of their appointment with a reputable insurer.

2.4 The Developer shall not enter into the Building Contract with the Contractor without the approval of the Agency (such approval not to be unreasonably withheld or delayed) to:

- (a) the terms of the Building Contract; and
- (b) the nature and terms of any guarantee or bond provided by the Contractor.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

when asked to do so.

2.6 The Contractor shall maintain professional indemnity insurance cover for its design responsibility for the Works:

- (i) throughout the period that it retains such responsibility under the terms of the Building Contract;
- (ii) with a reputable insurer.

3 **BOUNDARY FENCES**

- 3.1 Before the Commencement Date (and to the extent they have not already been erected) the Developer must erect along all boundaries of the Land fences and hoardings in accordance with the Agency'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.
- 3.2 The Developer shall be responsible for obtaining all necessary consents for such hoardings including the appropriate hoarding licence from the Planning or Highway Authority.
- 3.3 If the Developer shall commence work on the Development without first having erected all fences required under paragraph 3.1 then the Agency shall have the right 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 the Agency (including any works of reinstatement to adjoining land) shall be paid by the Developer to the Agency on demand.

4 SIGNAGE DURING CONSTRUCTION

- 4.1 Within three months of the date of the Lease the Agency and the Developer shall consider and agree a signage strategy in relation to the Development to be displayed on the Land.
- 4.2 It is agreed that all signage to be erected on the Land will include the name of the Agency in a prominent position and to a size not less than that of the Developer.
- 4.3 The Developer shall ensure that all promotional events for the Development are notified in writing in advance to the Agency and that marketing material in respect of the Development acknowledges the Agency'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 the Agency, such approval not to be unreasonably withheld or delayed.

5 TEMPORARY VEHICLE PARKING

- 5.1 The Developer must provide at the Commencement Date and maintain during the Development to the satisfaction of the Agency 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.

6 COMPLETION OF DEVELOPMENT

- 6.1 The Developer must:-
- (a) substantially commence the Development prior to the date which is three months after the Condition Satisfaction Date (but without prejudice to any provision of this Agreement 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 reasonable satisfaction of the Agency in accordance with

the Approved Plans the Quality Standards and the Development Strategies 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 Commercial Units) and with all practicable speed, in compliance with the Programme and, in any event, not later than the Development Longstop Date;

- (c) comply with the Greenwich Centre Development Agreement; and
- (d) comply with the PLI Brief and the Development Strategies.

- 6.2 If not so specified in the Approved Plans, the location of all street lighting must be subject to the prior approval of the Agency which shall not be unreasonably withheld or delayed.
- 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 (and where relevant any adjoining land) insofar as they relate to the Development 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 the Agency against all actions proceedings claims demands losses proper costs expenses damages and liabilities arising directly or indirectly from any breach of the Planning Agreements.
- 6.5 All Highways and Common Services forming part of the Development shall be constructed by the Developer in accordance with and to the standards set out or referred to in the Approved Plans and shall be maintained until adopted by the local highways authority or other adopting agency (or such later date on which the local highways authority or other adopting agency shall assume responsibility for maintenance and repair).

7 EXTENSIONS OF TIME

- 7.1 If the Developer is 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) fires, storm, tempest, other exceptionally inclement weather conditions;
 - (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 the Agency of their rights under paragraph 20 (Archaeology);
 - (f) an extension, variation or alteration made to the Development which shall have been approved by the Agency pursuant to this Lease (provided that any consequential change to the Programme of Works has been approved by the Agency);
 - (g) other unavoidable cause or incident beyond the control of the Developer not including any change in economic or market conditions other than

(where approved by the Agency acting reasonably) when attributable to an Unanticipated Market Decline,

- (h) any event entitling the Contractor to an extension of time under the Building Contract:
- (i) acts, omissions or disruptions by the Agency, LBG or PCT;
- (j) the insolvency of the Contractor or any sub-contractor.

then the Development End Date and the Phase 1 Longstop Date shall be extended by the relevant number of days and the parties shall each execute a confirmatory letter recording the same.

8 APPROVED PLANS

- 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 Approved Plans (other than buildings of a temporary nature required as part of the Development).
- 8.2 The Developer may, without the Agency's approval, make internal amendments to a Block or Unit which do not affect its external appearance.
- 8.3 Within 28 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 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.

9 SUBSTITUTE MATERIALS

If the Developer proves to the reasonable satisfaction of the Agency that it is necessary to use materials in substitution for materials previously approved by the Agency in the Development then the Developer may use such substitute materials as are first approved by the Agency in writing (such approval not to be unreasonably withheld or delayed) 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 THE AGENCY'S RIGHTS TO VIEW ETC AND REMEDY BREACHES

- 10.1 The Developer must permit the Agency 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, 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 the Agency notifying the Developer of any breach of the Developer's covenants under this Lease (or sooner if reasonably required by the Agency) to remedy the same and if the Developer shall default in doing so it shall be lawful for the Agency 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 the Agency on demand as a debt due to the Agency.

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 the Agency incurring or becoming liable to pay any penalty, damage, compensation, costs, charges or expenses.

11.3 Competent Authorities

- 11.3.1 In this paragraph "**Competent Authority**" means any government body, the Environment Agency, court, tribunal or other body deriving power under Environmental Law.

- 11.3.2 The parties agree that the apportionment by a Competent Authority 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.

- 11.3.3 It is hereby acknowledged and intended by the parties that paragraph 11.3.2 is an agreement on liabilities for the purposes of Part IIA.

- 11.3.4 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.

- 11.3.5 The parties undertake to furnish the Competent Authority with a copy of this Agreement as soon as is reasonably practicable after receiving a note from the Competent Authority or a notification under paragraph 11.3.4, and individually to agree to the application of paragraph 11.3.2 and to confirm such individual agreement in writing to the Competent Authority following receipt of such notice or notification.

- 11.3.6 The parties hereby undertake to use all reasonable endeavours to ensure that the Competent Authority applies the agreement on liabilities set out in paragraph 11.3.2.

- 11.3.7 For the avoidance of doubt the Agency shall retain the right to appeal against a decision of a Competent Authority in accordance with Part IIA's appeal procedure.

11.4 The Developer hereby undertakes to indemnify the Agency and keep the Agency indemnified in respect of all and any fines, penalties, charges, actions, losses, costs, claims, expenses, demands, duties, obligations, damages and other liabilities that the Agency 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 The Agency 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 the Agency. The Developer hereby agrees that no work shall commence on site until the Agency has received this notification.

12.6 The Developer shall not seek to withdraw, terminate or in any manner derogate from such election without the Agency's prior written consent, which the Agency 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 the Agency's Health & Safety Manager quarterly in the form identified in Schedule 9).

- 13.4 The Developer shall notify the Agency's Health & Safety Manager 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; and
 - (f) the commencement of any criminal prosecution under the Health & Safety at Work etc Act 1974.

14 **LANDSCAPING WORKS**

- 14.1 In the event that the Developer shall fail to carry out the landscaping works in accordance with the Approved Plans or in the time specified in the agreed timetable contained therein the Agency 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 the Agency against the cost of such works.

15 **INSURANCE**

The Developer must:

- (a) insure, or cause to be insured, at all times during the carrying out of the Development any buildings erected on the Land (save any Dwellings disposed of to Purchasers or land disposed of to the Management Company) (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 the Agency (such approval not to be unreasonably withheld or delayed) and to ensure that the Agency's interest is noted on the policy or policies of insurance;
- (b) pay or cause to be paid, all premiums and other monies necessary for effecting such insurance;
- (c) whenever required, produce to the Agency the policy or policies of such insurance and the last receipt for every premium or other monies;

- (d) (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;
- (e) not do, or permit to be done, upon the Land anything which may render the policy or policies of insurance void or voidable; and
- (f) indemnify the Agency (notwithstanding any supervision or approval of the Agency or any person acting on behalf of the Agency) and insure (or procure that such insurance is taken out under the Building Contract) in a reasonable insurance office for a reasonable sum agreed between the Agency and the Developer acting reasonably 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 insofar 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 the Agency and ensure that all vehicles leaving the Land are clean and properly loaded; and
- (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 paragraph 16.1(a), paragraph 16.1(b) paragraph 16.1(c) and paragraph 16.1(d).

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

17 DEFECTS INSURANCE

- 17.1 The Developer must build every Dwelling so as to comply with the requirements of the National House Building Council or BLP Building Defects Insurance Policy (or any similar successor organisation) ("NHBC/BLP") and so as to qualify for the insurance cover provided by NHBC or BLP which the Developer must obtain.
- 17.2 That the Developer will do all that is necessary to ensure that every purchaser of a Dwelling obtains the benefit of the insurance cover provided by NHBC or BLP.

18 SEWERS, DRAINS AND OTHER CONDUITS

During the construction of the Development the Developer must:

- (a) lay out and construct to the satisfaction of the Agency 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;
- (b) liaise with the Agency 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;
- (c) protect all pipes, ducts, cables and statutory undertakers' apparatus against damage as a result of carrying out the works;
- (d) 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 the Agency;
- (e) ensure that the Common Services are not blocked and that any connection to a Common Service is effected with the approval of the Agency or, where appropriate, the relevant statutory undertaker; and
- (f) 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.

19 MAINTENANCE UNTIL COMPLETION

- 19.1 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.
- 19.2 Until the completion of the disposal of any Unit, the Developer must keep and maintain that Unit in good and marketable condition.

20 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 the Agency and the Developer must:

- (a) not conceal, remove or damage or permit to be concealed, removed or damaged any Archaeological Finds;
- (b) promptly on discovery of any Archaeological Finds notify the Agency and the archaeology officer of the Council (or other local archaeology authority);
- (c) allow (upon such reasonable terms as may be agreed with the Developer) officers and agents of the Agency 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; and
- (d) reimburse to the Agency 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.

21 **PHASED COMPLETION**

- 21.1 The Developer shall procure that the Employer's Agent gives reasonable notice to the Compliance Inspector and the Agency of the pending issue of any certificate of Phased Completion in accordance with the terms of the Building Contract.
- 21.2 The Compliance Inspector and the Agency shall be entitled to accompany the Employer's Agent or other relevant certifying party on the inspection and to make representations on the proposal to issue any certificate of Phased Completion and the Developer shall procure that the terms of the Employer's Agent or other relevant certifying party's appointment requires the Employer's Agent or other relevant certifying party has due regard to any representations made by the Compliance Inspector or the Agency provided that the Employer's Agent shall not be fettered from issuing a certificate of practical completion or a certificate of Phased Completion at such time as in his opinion he thinks fit.
- 21.3 The Employer's Agent shall serve a copy of the certificate of practical completion or any certificate of Phased Completion for the Development on the Compliance Inspector and the Agency as soon as reasonably practicable after the date of the issue thereof.

22 **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.

23 **QUALITY STANDARDS**

The Developer covenants with the Agency as follows:

- (a) 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 Certificate in respect of the Commercial Units and shall promptly keep the Agency informed as to the progress of its

application for such certificate and shall promptly supply the Agency with a copy of the same once it is issued;

- (b) to obtain as soon as reasonably practicable a CEEQUAL Award Certificate and shall promptly keep the Agency informed as to the progress of its application for such award or certificate;
- (c) to diligently complete and retain a CEEQUAL Manual in respect of the Development and shall on request produce to the Development Inspector the CEEQUAL Manual for inspection;
- (d) as soon as reasonably practicable following practical completion of 50% (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 the Agency advised of the progress of its application and promptly supply a copy of such award once made;
- (e) to obtain following practical completion of each Dwelling a Lifetime Homes Statement; and
- (e) to obtain the relevant design phase and completion stage assessments for BREEAM and the Code For Sustainable Homes
- (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% of the Dwellings by the Code Assessor; or
- (h) the Developer shall deliver the Overheating Standards for each Dwelling in accordance with the Overheating Strategy forming part of the Development Strategies.

Schedule 6

Long term stewardship - definition

"Stewardship" means the umbrella term for the way in which the Development and its facilities, services and provisions are cared for in the long term interest of current and future generations. The strategy should provide for the incorporation of local decision making processes and management and maintenance of these assets in such a way as to enable the Development to have a long term viable future on behalf of the community.

"Governance" means the decision making mechanism, by which the Development and its assets, facilities, services and provisions are cared for in the long term interest of current and future generations. The strategy should provide for the empowerment of current and future local communities to lead in taking decisions about their neighbourhood, through establishment of participative governance structures, whilst recognising the need to provide the support required to help individuals build their self confidence, skills and knowledge to contribute.

"Public Realm" means the supply of and access to physical public space. This public realm is where the people come to exchange, move, interact (formally and informally) to access culture and / or play and rest.

"Social Infrastructure" includes:

- (a) the built community facilities (e.g. meeting halls, libraries, health centres, play and recreation facilities).
- (b) professional community development work and support services,
- (c) community and resident representative bodies, community and voluntary sector organisations; and
- (d) development of community leadership and volunteer participation.

Support services are intended to "build the skills, abilities, knowledge and confidence of people and community groups, to enable them to take effective action and play leading roles in the development of their communities".

"Management of Public Realm and Community Facilities" provides for the specifications of tasks required for care of the Development and its facilities, services and provisions, both in terms of raising and collecting funding and investment, and the expenditure necessary to maintain the public realm.

[illegible]

"Agency's Valuer" means such valuer or agent as the Agency may from time to time appoint for the purposes of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Connected Person" means any person connected with the Developer.

"Construction Period" means the period between the Unconditional Date and the date upon which the whole Development has been completed and the Units disposed of.

"Development" means the development of the Land pursuant to this Agreement.

"Development Costs" means all the proper costs of carrying out the Development to include the costs of infrastructure and of common estate facilities required in the Development [REDACTED]

[REDACTED]

"Disposal Date" means the date on which the transfer of the leasehold interest in respect of each Unit to a Purchaser is completed.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Outstanding Tasks" means geotechnical and hydrogeological investigations to fully comprehend surface conditions, PCT arrangements, rights of light investigations third party service upgrades external to the site, the increase in costs incurred by the Developer in complying with BREEAM 2011 as opposed to BREEAM 2008, costs associated with the vacant PCT floor within the Greenwich Centre and costs associated with the outcome of Agency or Greater London Authority Legislative powers and any other matter not explicitly investigated at the time of the Competition Appraisal to the extent that no cost contingency or allowance for these (or matters revealed by them) is contained in the Competition Appraisal.

[REDACTED]

"Phase" means a phase of the Development as the phases are demarcated on plan provided within Appendix 5 or as amended and agreed between the parties acting reasonably.

"Planning Permission" means the full planning permission dated 31 March 2009 issued by the London Borough of Greenwich under reference 08/0688/F or as amended with the consent of the Agency.

"Planning Obligations" means planning obligations with respect to the Development imposed in an agreement under section 106 of the Town and Country Planning Act 1990 or any other Planning Agreement.

"Pre-Development Appraisal" means the appraisal to be carried out and adjustment of Benchmark Figures during the Pre-Development Period in accordance with paragraph 3 (*ADJUSTMENT OF BENCHMARK FIGURES - THE PRE-DEVELOPMENT APPRAISAL*).

"Pre-Development Period" means the period between the date of this Agreement and the Conditions Satisfaction Date.

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

"Receipts" means the total amount of:

- (a) all proceeds received or receivable or the amount or value of all consideration received or receivable from the disposal of the Property or any part or parts of it or any Unit or as incentives but excluding that part of such proceeds (if any) as shall be attributable to the value of any fixtures and fittings not forming part of or contained in the Detailed Design Plans that may be installed by the Developer at the request and cost of any purchaser or lessee of a Unit the amount of such part of the proceeds to be determined by the Agency having due regard to all evidence as shall be supplied by the Developer in relation to it;
- (b) all rents, licence fees and other income or sums received or receivable in respect of the use or occupation of the Land (excluding the Greenwich Centre) or the enjoyment of rights in relation to it or any part of it or otherwise derived from the exploitation of the Land (excluding the Greenwich Centre) or any part of it in any manner in relation to any period before the relevant calculation date; and
- (c) interest accruing on any Receipts.

[REDACTED]

"Stage" means a stage of a Phase of the Development as shown on the plan provided at Appendix 6 or as amended and agreed between the parties acting reasonably.

"Super Abnormals" means ground conditions or other matters affecting the Development which the Developer, having undertaken and taken account of the results of such site surveys and investigations as a reasonable and prudent developer would undertake prior to the satisfaction of the Conditions, was unaware of and/or was unaware of the extent of (or a reasonable and prudent developer having undertaken such site surveys and investigations would have been unaware of and/or unaware of the extent of) and did not provide costs of any contingency or allowance for in the Appraisals including (without limitation):

- (a) Hazardous or other environmentally sensitive material requiring the removal, remediation or mitigation or other treatment;
- (b) mine workings;
- (c) culverts;
- (d) unforeseen ground conditions;
- (e) consequential requirements of third part suppliers of services including additional services; service upgrades; effluent treatment plant, sub-station and similar apparatus and ancillary matters;

- (f) matters required or affected by legislative changes;
- (g) consequential variations to design or the Planning Permission or Planning obligations,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2 APPLICATION OF SCHEDULE PROVISIONS

2.1 Prior to exchange of this Agreement the Developer has prepared and the Agency has approved the Competition Appraisal and the Benchmark Figures.

2.2 During the Pre-Development Period the Developer will produce the Pre-Development Appraisal for approval by the Agency in accordance with the Appraisal Method and the provisions of this Schedule 7 (*Price appraisals and financial calculation*).

2.3 The Developer shall review the Appraisals during the Construction Period and upon completion of the Development or any Phase and the disposal of the Units the Developer shall produce (or as appropriate update) the Completion Appraisal in accordance with the Appraisal Method and the provisions of this Schedule 7 (*Price appraisals and financial calculation*).

[REDACTED]

[REDACTED]

[illegible]

■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]

6 PAYMENT OF THE LAND PRICE

- 6.1 The Developer shall pay the Land Price to the Agency in consideration for the grant of the Lease.

[illegible]

- 9.1 Contemporaneously with the production of the Pre-Development Appraisal the Developer shall notify the Agency of any proposed alterations to the Programme.
- 9.2 To the extent only that the Agency approves any such variations the Programme may be amended.
- 9.3 Notwithstanding the provisions of paragraph 9.2 during the Construction Period the Programme may be extended in such manner as the Developer may reasonably require in order to reflect an Unanticipated Market Decline and
- 9.4 The Programme as varied in accordance with this paragraph 9 (*THE PROGRAMME*) shall be supplied to HCA.

Schedule 8

[illegible]

Schedule 9 Health And Safety Reports

- 1 The Developer shall provide to the Agency 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 Approved Scheme of 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; and

 - (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); and
 - (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); and
 - (d) all visits by the Health & Safety Executive, the Police or the Environment Agency to the Land undertaken in the relevant quarterly period.

Schedule 10
Provisions related to Underleases of Units and Code Compliance Obligations

1 DISPOSALS

- 1.1 The Developer may only grant underleases in accordance with the Lease.

2 CONSENT TO DEALING

- 2.1 As soon as reasonably practicable following Practical/Phased Completion of a Phase, Stage or Unit the Developer shall comply with the Gateway 3 obligations in respect of the Gateway Approvals Process to procure that the Compliance Inspector provides a Compliance Certificate for that Phase, Stage or Unit and provided that:

- (a) the Agency 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) on or before practical completion of [50] per cent (by number of Dwellings) [Units]) to be constructed on the Development the Developer has produced to the Agency an Interim Client Design Award in respect of the Development;
- (c) (in respect of a Dwelling) the Developer has produced to the Agency a Lifetime Homes Statement for that Dwelling,

then the Agency shall within 5 working days of the satisfaction of the requirements of this Clause 2.1 issue a certificate confirming that the disposal of the Unit can be completed and the relevant underlease granted ("**Consent to Dealing**") to that effect.

- 2.2 The Developer hereby covenants with the Agency:

- 2.2.1 not to send out any notice to a Purchaser requiring completion of the sale of any Unit or Phase unless and until the Completion Certificate for that any Unit or Phase has been issued by the Agency;

- 2.2.2 not to permit any person to occupy any Unit or Block or Stage nor to purport to complete the sale of any Unit or Block or Stage until and unless the Agency has issued the Completion Certificate for that Unit or Block or Stage;

- 2.2.3 the Developer may complete a lease of Affordable Housing with the Association without the issue of a Completion Certificate by the Agency provided that the Association has given a direct deed of covenant to the Agency.

- 2.3 It is agreed that the issue by the Agency of a Consent to Dealing (or Final Completion Certificate) is for the Agency'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 the Agency shall have no liability to any person in so issuing any such certificate.

3 FINAL COMPLETION CERTIFICATE

3.1 On achievement of the following by the Developer:

- (a) completion of the whole of the Development to the reasonable satisfaction of the Agency;
- (b) the disposal of all of the Dwellings to Purchasers and Commercial Units to tenants/Purchasers;
- (c) the production to the Agency of a CEEQUAL Award Certificate in respect of the Development (as a whole);
- (d) the delivery to the Agency of written confirmation and such suitable evidence as the Agency may require that the Employment Commitments have been achieved in respect of the Development;
- (e) payment by the Developer of the Agency's reasonable and proper costs of issuing the Final Completion Certificate,

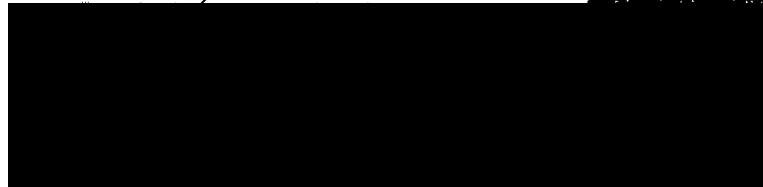
the Agency shall issue its certificate (confirming final completion of the Development) ("**Final Completion Certificate**").

3.2 Following the issue of the Final Certificate the Developer and the Agency covenant with each other to comply with their respective obligations and complete the Transfer as provided in Clause 11.

EXECUTION PAGE

THE COMMON SEAL of)
THE HOMES AND COMMUNITIES AGENCY)
was hereunto attached in the presence of:)

Authorised Signatory



HEA OF LEGAL SERVICES



Appendix 1

Form of Greenwich Centre Agreement and Lease

Appendix 10
PLI Brief and Guidance Note



STANDARD BRIEF FOR SITES

WITHIN THE

PUBLIC LAND INITIATIVE

The Public Land Initiative

Why?

The Public Land Initiative (PLI) is a new initiative being run by the Homes and Communities Agency (HCA). It is tasked with testing new models of disposal – including deferred land receipts - to enable public sector organisations to consistently deliver new-build housing, at volume and to a high quality standard in the current difficult housing market.

What?

Initially the PLI will test new delivery models on around ten publically owned sites across the country by March 2012, with the aim of building 1,250 homes of which 500 are to be affordable. Generic PLI quality standards are outlined in this document and will have to be met by the homes built on every site in the PLI programme. The sites will also have local site specific requirements – these will be set out in the procurement process which will involve mini-competitions to the HCA's Delivery Partner Panel.

Dependent on the success of the different models, the PLI approach has the potential to become a mainstream delivery tool for the HCA and other public bodies.

Who?

The HCA is leading the PLI programme on behalf of the Department of Communities and Local Government (CLG). Several Local Authorities, Regional Development Agencies and other local regeneration bodies are also involved in this pilot phase of the PLI.

How?

The HCA Delivery Partner Panel (DPP) has been procured in accordance with the Public Contract Regulations and is organised into three regional clusters – Northern, Southern and Central. The Panel will be utilised to deliver the Public Land Initiative. The HCA will make sites available to the DPP via mini-competitions on a regular basis from Spring 2010. The mini-competition process will be carried out in three stages – the first stage will be to offer to cluster panel members a chance to participate in the site specific disposal; the second stage will be a shortlisting statement asking for a commitment to deliver; and the third stage will be an accelerated competition process. Once selected, the member of the DPP will enter into one of the model legal agreements being drawn up by HCA and deliver the site as set out in the legal agreement, this and the local brief.

This document

This document is the PLI Generic Brief which will be applied across all Public Land Initiative sites setting out the minimum criteria for all sites. In addition each site will have a local Site Specific Brief which will cover planning, development terms and other local requirements.

Document Control	
Version	Date
1.0	March 2010

Index	
1	The PLI Disposal process
	1.1 Stage 1 - Partners opt in on a site by site basis 1.2 Stage 2 - Prequalification statement 1.3 Stage 3 - Mini competition submission
2	The PLI
	Quality Places 2.1 High quality places to live 2.2 Building for Life 2.3 Secured by Design 2.4 Lifetime Homes 2.5 Space and Functionality Standards 2.6 Code for Sustainable Homes 2.7 Housing Tenure Mix
	Training and Skills 2.8 Apprenticeships 2.9 New skills for low carbon housing
	Accountability 2.10 Construction Innovation and Efficiency 2.11 Considerate Constructor 2.12 Health and safety 2.13 Fair payment provision 2.14 Open accounting 2.15 Monitoring and Evaluation 2.16 Communications Protocol

The Public Land Initiative

..... The PLI DISPOSAL PROCESS

	Introduction
	The selection of a Delivery Partner for each PLI site will follow Schedule 6 of the Delivery Partner Panel (DPP) Framework Agreement. The Project Tendering Procedure is an integral step between being a Panel Member and being appointed or commissioned for a specific Project. All capable and available members of the appropriate DPP regional cluster will be offered an opportunity to bid through an accelerated three stage mini competition exercise.
1.1	Stage 1 – Partners opt in on a site by site basis
	All capable Cluster Panel Members will be asked to respond to an outline description of the project and to confirm their interest in bidding. Financial standing and exposure issues may mean a panel member is excluded from competitions until their capability is reconfirmed. This is to be a very light touch, with a response required in 48 hours; where possible, more notice will be given.
1.2	Stage 2 – Shortlisting
	Those Partners interested in bidding will be asked to provide information in response to a Project Specific Sifting Brief. The aims of the sifting brief will be set out in the document and will include the target number of partners for the shortlist, and the criteria upon which the submissions will be assessed. Generally the Sifting Brief will include the provision of site specific answers in response to a generic questionnaire which will cover issues such as: • Availability and capacity to undertake the project • A statement detailing initial approach to design and delivery • An understanding of local issues • Other issues specific to the Project
1.3	Stage 3 – Mini competition submission
	Project Specific Shortlisting Statements will then be carefully evaluated to select the final list of the Regional Cluster Panel Members to be invited to submit the third stage – a detailed response to the site specific brief. Cluster Panel Members will be told how many companies are bidding at Stage 3, to enable them to make a decision as to whether they wish to participate. It is anticipated that this stage will involve a minimum of three of the Regional Cluster members. The Mini Competition will be specific to the site concerned. All participants will be provided with the PLI Generic Brief together with a local brief which will detail site specific conditions to be met. All the information required to be submitted is to be clearly defined within the Generic Brief, and any local requirements will be dealt with on a site by site basis.

	Financial checks and insurance checks will be undertaken on all DPP members on a project specific basis. Stage 3 submissions will be evaluated against a published matrix which will include both price and quality.
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The Public Land Initiative

..... QUALITY PLACES

2.1	High Quality Places to Live
	Aspiration Public Land Initiative sites will create great places to live and work.
2.1.1.	Stage 3 Mini-competition
✓	Submission required - A full detailed design statement.
2.1.2	Guidance
	The Design Statement should include the following key areas as outlined in the <i>Urban Design Compendium</i> published by Homes and Communities Agency: • Appreciating the context • Creating the urban structure • Making the connections • Detailing the place • Implementation and delivery It is anticipated that the DPP members will be offered sites which have detailed planning permission and their team is expected to work within these parameters to deliver a high quality place. Where this does not happen it is expected that the selected partner will work with their own architect, should they have one, or appoint one from the HCA Architecture panel. The architect and rest of the consultancy team must be retained on a full service throughout the development, and 12 months after completion to ensure the proposed works are carried through with the whole team in place to ensure quality of build. On larger sites there will be a need to encompass a strategy for the engagement of multiple design teams to ensure architectural richness to the scheme. All schemes will be expected to show how the multidisciplinary team will work together to ensure all quality aspects of the scheme are co-ordinated to be effectively delivered. HCA and its partners, where appropriate, will appoint a main point of contact to discuss any proposed changes to the design or delivery schedule. Design statements improve the quality of the places being delivered by raising early awareness of the opportunities for good design in a specific local context, and help ensure that these quality places are produced more economically and efficiently. They help the DPP member to demonstrate an understanding of the brief and articulate their interpretation of design and project objectives.

	The Design Statement will be the primary location for confirmation of compliance with the Generic Brief and the Site Specific Brief. The statement should explain proposed design principles in terms of layout, density, scale, landscape and visual appearance, outlining how these principles have evolved from the policy context, and how they are relevant within the specific site context. The Public Land Initiative will seek to promote a reduction in carbon emissions through the impact of cars on the development, which could include an integrated transport network, car clubs and electric car charging facilities. We encourage positive streetscapes where pedestrians and cyclists are accommodated with priority over the car. Proposed developments must pay careful attention to the amount, location and design of car parking. Maximum parking spaces allocated per home should be supplemented with well-designed on-street car parking which shall help create vitality on the street and supplement on-plot provision. Individual car parking spaces should be clearly defined preferably using high-quality contrasting materials and not simply line marking. Spaces must be well surveyed, well lit and their impact reduced by well-planned landscaping schemes. A variety of parking solutions should be used in each site. Rear parking courts should be used sparingly and should generally serve no more than six homes.
2.1.3	Signposting Local and National Planning Policy Statements • The Urban Design Compendium can be ordered or downloaded from www.urbandesigncompendium.co.uk • World Class Places www.communities.gov.uk/publications/planningandbuilding/worldclassplaces • Housing for an Ageing Population Panel for Innovation report http://www.homesandcommunities.co.uk/Housing-Ageing-Population-Panel-Innovation • By Design: Urban Design in the Planning System Towards Better Practice • Better Places to Live: By Design • Improving Public Services through Better Construction, National Audit Office (2005) • Improving Public Services through Better Construction - Case Studies, National Audit Office (2005) • CEEQUAL (www.ceequal.com) • <i>Car Parking: what works where</i> - can be ordered from the archived English Partnership's website. http://www.englishpartnerships.co.uk/qualityandinnovationpublications.htm Updates available from • CABE - www.cabe.org.uk • CLG guides to Design and Safer Places, Design Coding and Design & Access
2.1.4	Evidence required to be submitted at completion stage Under Clause 2.2.4 - Copy of the Building for Life scoring to be submitted. Ideally the scheme will be submitted for a minimum of CABE Building for Life Silver Award.

2.2	Building for Life
	Aspiration The Public Land Initiative sites will be recognised by the industry as delivering excellent quality.
2.2.1	Stage 3 Mini-competition submission
	Submission required - a strategy for achieving 14 out of 20 points for Building for Life, verified by a CABE accredited assessor.
	In addition schemes will be encouraged to submit for a Building for Life Award to attain at least silver. DPP members will be required to pay all fees associated with obtaining this accreditation.
2.2.2	Guidance
	Building for Life represents the national quality design standards for housing and neighbourhoods as recommended by the Building for Life partners, which include the Commission for Architecture and the Built Environment (CABE), the Home Builders Federation (HBF), the Civic Trust, Design for Homes, and the HCA. Projects are submitted for assessment and judged against 20 defined criteria. Projects achieving 14 or more of the 20 criteria receive a Silver standard. The standard is to reward developers of high-quality new developments and increase awareness of the importance and value of good design, architecture and landscaping to the general public when buying homes. Proposals to HCA must outline in the Design Statement how DPP members believe they have addressed each of the 20 criteria, and whether or not they intend to achieve the award upon completion.
2.2.3	Signposting
	Additional information can be found at www.buildingforlife.org
2.2.4	Completion stage submission
	Copy of the Building for Life scoring to be submitted. Ideally the scheme will be submitted for a CABE Building for Life Minimum Silver Award.

2.3	Secured by Design
	Aspiration Public Land Initiative sites will create safe and secure places to live.

2.3.1	Stage 3 Mini competition Submission
	Submission required - A proposal outlining the approach to be adopted to ensure that Secured by Design Developer Award from the Architectural Liaison Officer is achieved.
2.3.2	Guidance
	The Crime and Disorder Act 1998 and the Human Rights Act 2000 place a significant moral and legal obligation on authorities responsible for the design of the built environment to take adequate steps to ensure that they have considered likely crime and security implications in their design decision-making process. The Government publication Living in Urban Britain shows that crime and fear of crime is by far the most important factor considered by people in assessing their quality of life. HCA places a similar heavy weighting on this issue in the briefing and assessment of schemes. Consultation with Architectural Liaison Officers or Crime Prevention Officers is advised from the embryonic stages of scheme conception, through to detailed design. Secured by Design Developer Award is a police initiative, which encourages the building industry to adopt minimum standards in designing safe and secure developments. This scheme gives equal weighting to the importance of environmental design and physical security. There is significant research to prove that schemes that meet these standards are significantly less likely to suffer from vandalism or criminal attacks. In achieving Secured by Design, the following principles should be considered and addressed: • natural surveillance; • defensible space; • community interaction; and • CPTED (Crime Prevention through Environmental Design). Proposals should outline in the Design Statement how the above principles have been responded to. The Code for Sustainable Homes Awards points to developments that have met the requirements of Secured by Design – New Homes, Section 2. Developers should be aware that compliance with this section alone will only enable the development to be described as 'Secured by Design – Part Compliant'.
2.3.3	Signposting
	• CLG's guidance document Safer Places – the planning system and crime prevention. • Additional guidance can be found at www.securedbydesign.com
2.3.4	Completion stage submission
	Copy of the Secured by Design Certificate to be submitted.

2.4	Lifetime Homes
	Aspiration Public Land Initiative sites will create homes that are flexible and adaptable.
2.4.1	Stage 3 Mini competition Submission
	Submission required - As part of the Access Statement the developer must demonstrate that all homes meet all 16 Lifetime Home Standards.
2.4.2	Guidance
	Lifetime Homes are all about adaptability and flexibility, homes are designed to create and encourage a better living environment for everyone. Wheelchair housing requirements will be subject to Local Authority/RSL site specific demands.
2.4.3	Signposting
	See www.lifetimehomes.org.uk
2.4.4	Completion stage submission
	Verification by Habinteg or an NRAC assessor approved by Habinteg Ltd. (Only required if LTH is not a mandatory requirement under the appropriate iteration of Code for Sustainable Homes Level 4).

2.5	Space and Functionality Standards
	Aspiration All Public Land Initiative homes to be of the highest quality and flexibility.
2.5.1	Stage 3 Mini-competition stage submission
	Submission required - Completion of Housing Quality Calculator output to demonstrate that the minimum space and functionality standards for each dwelling type have been adhered to.
2.5.2	Guidance
	Environmental sustainability is best served by providing buildings that have a reasonably long life, which requires them to have sufficient inbuilt flexibility for them to adapt to changing needs of their lifetime. The main factor which provides flexibility and adaptability in homes is space.

HCA require for PLI homes a scale of minimum acceptable gross internal floor areas (GIFAs) related to the number of people and bedrooms to be accommodated in the home. This will be achieved through the published Housing Quality Calculator being used where each home will achieve a score of 50% for dwelling space as a minimum. The following space will be required for each house type detailed in the table below.

Minimum Space Standard

Unit type	1B 1P (Spt Flat)	1B 2P (Flat)	2B 3P (Flat or Bungalow)	2B 3P (House)	2B 4P (Flat or Bungalow)	2B 4P (House)	3B 5P (Flat or bungalow)	3B 5P (House)	3B 5P (House)	4B 6P (Flat or Bungalow)	4B 6P (House)	4B 6P (House)
No. of people	1	2	3	3	4	4	5	5	5	6	6	6
No. of bedrooms	1	1	2	2	2	2	3	3	3	4	4	4
No. of bathrooms	1	1	1	1	1	1	1	1	1	1	1	1
No. of wc's /shower rooms in addition to bathroom	0	0	0	0	0	0	1	1	1	1	1	1
No. of storeys	1	1	1	2	1	2	1	2	3	1	2	3
Generated minimum GIFA M ²	38	48	61	71	71	81	87	97	102	100	110	115

In addition to this the functionality of dwellings should be demonstrable. This should be achieved through completion of the functionality tab of the published housing quality calculator.

For each unit type the dwelling functionality calculator indicates a benchmark size in m² (for details of these benchmark sizes please see "room size data" tab in the Housing Quality Calculator). For PLI homes the expectation will be that these benchmark room sizes will be achieved as a minimum in all cases.

Example benchmark room sizes

Room	Double Bedroom	Twin Bedroom	Single Bedroom	Bathroom	WC
Size GIFA M ²	11.5	12	7.5	5.2	3.3

Best practice requirement ceiling heights of 2.6m are required for every room and 5% of GIFA should be devoted to storage space.

External private open space provision will be assessed within the calculator, and will be subject to scrutiny where they fall below benchmark best practise.

2.5.3 Signposting

- Guidance on the Space and Functionality Calculator can be found on the PLI page at www.homesandcommunities.co.uk/publiclandinitiative or on DPP Website. www.swingacat.info/

2.5.4	Completion stage
	A full completion stage audit will be conducted by the HCA Regional Team including a Compliance Audit on any NAHP funded units.

2.6	Code for Sustainable Homes
	Aspiration Public Land Initiative developments will meet the Code for Sustainable Homes Level 4.
2.6.1	Stage 3 Mini competition submission
	Submission required - A checklist of all points to be achieved to attain sufficient points to meet Code Level 4 (May 2009 version).
	The level of Energy Efficiency for flats/terraces and for semi-detached and detached properties for heating and cooling will be supplied meeting the minimum Fabric Energy Efficiency Standard of 39kWh/m2/year for flats/terraces and 46kWh/m2/year for semi-detached/detached properties. (These figures are subject to change when SAP 2009 is available in May 10.)
2.6.2	Guidance
	The Code for Sustainable Homes (CfSH) recommends best practice in environmental sustainability and CfSH level 4 is the next benchmark for the industry to move to. All schemes will be required to achieve a Design stage Code Certificate as part of the due diligence process. Whilst the PLI sites have to meet CfSH level 4 overall this will include a number of flexible points including the adoption of Lifetime Homes as in clause 2.4, Secured by Design as in clause 2.3 and Considerate Contractors Scheme (at least one point) as in clause 2.11. The CfSH consultation is now closed which included the Fabric Energy Efficiency standard. Should this come into the CfSH then the 5 credits which could be attained for this new section would also be required. This will ensure that permanent fabric measures are considered first in meeting the mandatory element of the energy section. The only other flexible area in the Code that is required is the achievement of Lifetime Homes as in clause 2.4 above. The CfSH, fabric energy efficiency backstop and the adoption of Lifetime Homes will ensure homes fit for the future with regard to environmental and social challenges.

2.6.3	Signposting
	- This is described in more detail in the Code for Sustainable Homes technical guidance. www.communities.gov.uk/planningandbuilding/buildingregulations/legislation/codesustainable/ See also: - SAP2009 - GPG268 – Energy efficient ventilation in dwellings - GPG224/CE137 – Improving Air tightness in dwellings - Building Regulations Part L and F - http://www.communities.gov.uk/planningandbuilding/buildingregulations/www.lifetimehomes.org.uk
2.6.4	Completion stage submission
	Completion stage CfSH certificate achieving level 4 including the application of the security and lifetime homes points (as required under clauses 2.4 and 2.3 above.) Completed SAP calculations showing Fabric Energy Efficiency performance meeting standard.

2.7	Housing Tenure Mix
	Aspiration Public Land Initiative developments will be mixed developments which meet the needs of the local community
2.7.1	Stage 3 Mini competition submission
	Submission required - Plan and schedule outlining mix of properties on site.
2.7.2	Guidance
	Overall the Public Land Initiative aims to provide 500 affordable homes (40%) to create vibrant mixed communities. There will be a mix of affordable products on each site comprising both social rent and low cost home ownership options. Each site will have its particular local needs reflected in the site brief. It is required that affordable units are pepper-potted in up to 6 units across a development. Where Private Rental Sector Initiative properties are incorporated into the development it may not be possible to achieve this pepper-potting as blocks of units may be required by the investor.

	Development and design should be tenure blind in that type of tenure could not be deduced from design, quality, location within the site, timing of development or by significant difference in the access to services and amenities.
2.7.3	Signposting
	• In the Mix – Housing Corporation, English Partnerships and JRT http://www.housingcorp.gov.uk/server/show/ConWebDoc.7358 • Mixed tenure 20 years on - Nothing out of the Ordinary http://www.jrf.org.uk/sites/files/jrf/190501807x.pdf
2.7.4	Completion stage submission
	Confirmation that units are as described on the original plan.

The Public Land Initiative

..... TRAINING AND SKILLS

2.8	Apprenticeships
	Aspiration Public Land Initiative developments will provide training opportunities to ensure appropriate skills for future construction industry employees.
2.8.1	Stage 3 Mini competition submission
	Submission required - In no more than 500 words please outline your apprenticeship scheme including developers, contractors, etc. This should include plans on how this will be expanded. If you do not have an existing apprenticeship scheme please outline your plans to develop one.
2.8.2	Guidance
	The Public Land Initiative aims to support the training of a new generation of construction professionals in all trades to ensure that the industry has a supply of suitably qualified employees to enable housing delivery. This will support the Governments aim of providing apprenticeships as a route for training for up to one fifth of young people by 2020.
2.8.3	Signposting
	• http://www.lovell.co.uk/Careers/Careers-in-construction/menu-id-88 • www.apprenticeships.org.uk (National Apprenticeships Service) • www.constructionskills.net/ • www.assetskills.org • www.lsc.gov • www.lantra.co.uk
2.8.4	Completion stage submission
	Confirmation from local training provider that training hours have been achieved on site or in related activity.

2.9	Skills for Low Carbon Housing
	Aspiration Public Land Initiative developments will support training in construction methods and technologies which will support the drive to low carbon housing.
2.9.1	Stage 3 Mini competition submission
	Submission required – In no more than 500 words please identify low carbon, local community labour and skills initiatives that your organisation is managing

	and quantify the outputs that these initiatives have/will achieve - examples given in the definitions documents are a guide, please advise on 'other' activity.
2.9.2	Guidance
	—The Public Land Initiative aims to support the training of a new generation of construction professionals in all trades to ensure that the industry has a supply of suitably qualified employees to enable housing delivery particularly in the lead in period to zero carbon homes from 2016. —In addition to apprenticeships the DPP will work with the Construction Skills Sector to identify opportunities to highlight new skills in the construction of homes and promote the learning from these projects. Opportunities to learn new skills (e.g. in air tightness management, installation of renewable technologies, etc) will be identified and promoted. —Other learning opportunities such as school linkages, graduate placements and work experience particularly for under-represented groups in the construction sector will also be encouraged and recorded.
2.9.3	Signposting
	• http://www.lovell.co.uk/Careers/Careers-in-construction/menu-id-88 • www.apprenticeships.org.uk (National Apprenticeships Service) • www.constructionskills.net/ • www.jobcentreplus.gov.uk/JCP/Employers/lep • www.assetskills.org • www.lsc.gov • www.lantra.co.uk
2.9.4	Completion stage submission
	Confirmation of training opportunities from the site.

The Public Land Initiative

..... ACCOUNTABILITY

2.10	Construction Innovation and Efficiency
	Aspiration The Public Land Initiative developments will receive industry recognition for promoting the streamlining of construction processes in order to contribute to the delivery of Code Level 4 communities.
2.10.1	Stage 3 Mini competition submission
	Submission required - A Process Innovation and Efficiency Statement.
	—Statement to detail how the development will be delivered particularly in terms of defining the processes to be adopted, construction methodologies, and the approach to performance monitoring and continuous improvement (CI). This could incorporate industry recognised accreditations such as CEEQUAL. —Details will be required of the developers supply chain management and the early integration of construction systems into the design process. Also to include processes for reviewing buildability and value engineering to eliminate waste. —Should include method statements for obtaining relevant third party approvals to demonstrate mortgageability, insurability etc from organisations such as from the Council of Mortgage Lenders (CML), the Association of British Insurers (ABI) and building warranty agreements (such as from NHBC, etc.). Evidencing this requirement will be a condition precedent to formal contract. —DPP members will be required to sign up to the use of industry recognised benchmarking systems which will include the BRE Smart Audit/Calibre approach and Constructing Excellence KPI's. —It will be a requirement to establish Site Waste Management targets in line with WRAPs Halve Construction, Demolition and Excavation Waste to Landfill. —Developers will be expected to subscribe to an open book approach including the collection and publication of all evidence captured. —DPP members will provide a Dwelling Life Cycle Cost Analysis for a minimum of 60 years. Detailing the minimum lifespan of the primary components explain all assumptions and methodologies. —DPP members are required to benchmark their dwelling construction cost efficiency in accordance with the Design for Manufacture (DfM) principles. For information the target cost for DfM was £784/m² which equated to £60,000 divided by 76.5m² GIFA. Benchmark cost should be updated using BCIS Tender Price Indices to the forecast date construction (1st April, 2005 is the best date).
2.10.2	Guidance
	The Public Land Initiative will require DPP members to embrace innovative, modern approaches to construction, completely reviewing their current working

	practices and make changes to ensure deliverability certainty. Learning from the non-value added aspects of delivering this new project will enable future projects to deliver low carbon homes with greater certainty and reduced risk. DPP members should consider the use of innovative, modern approaches to project management and construction to demonstrate value engineering and ensure the reduction of non-value added processes on-site. DPP members could utilise one of the recognised approaches to process mapping • <i>Plan</i> – map a process • <i>Measure</i> – identify and quantify Value Add and Non-Value Add activities (Non-value add activities are those that consume resources but do not add value in the eyes of the customer, for example snagging) • <i>Analyse</i> – identify improvement opportunities • <i>Improve</i> – carry out improvements and measure the difference. Developers are requested to provide information on the tools and techniques they propose to use in this improvement cycle, for example Root Cause Analysis or where supply chain integration is in place “Stock turn analysis” or “Just in Time Delivery” Various tools, techniques and methods can be used internally and across the supply chain in order to understand and codify their operational processes. The form of mapping could include: • Process activity mapping • Gantt charts. • Value stream mapping • Time charting • Process flow charts.
2.10.3	Signposting
	• Design for Manufacture – Lessons Learnt 1 (June 2006) and 2 (March 2010) (http://www.designformanufacture.info/lessonslearnt.htm) • www.designformanufacture.info • www.wrap.org.uk/construction/halving-waste-to-landfill • BRE – Construction Performance Monitoring & CALIBRE • www.smartwaste.co.uk • Constructing Excellence – KPI Zone (http://www.constructingexcellence.org.uk/zones/kpizone/) • CEEQUAL (www.ceequal.com)
2.10.4	Completion stage submission
	– Provision of all site waste data. – Third party approvals to demonstrate mortgageability, insurability and appropriate building warranty approvals. – Evidence of where Lean Construction principles have been embedded throughout the project.

	—Life cycle cost analysis of as built dwellings. —Breakdown of construction costs compared to benchmark costs. —CALIBRE & Smart Audit Reports. —Completed Constructing Excellence KPI's.
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2.11	Considerate Constructors Scheme (CCS)
	Aspiration Public Land Initiative developments will embrace best practise on all construction sites.
2.11.1	Stage 3 Mini competition submission
	The HCA is sensitive to the impact and disruption that construction can have on local communities. As such all DPP members are required to sign up to the Considerate Constructors Scheme either through site or company Registration.
2.11.2	Guidance
	The Public Land Initiative will seek to promote excellent relations between its development partners and the communities in which they are constructing new homes. Accordingly the CCS encourages everyone involved in delivery of development to be considerate and good neighbours; it also encourages them to be clean, respectful, safe, environmentally conscious, responsible and accountable.
2.11.3	Signposting
	• www.ccsheme.org.uk
2.11.4	Completion stage submission
	Certificate of Compliance based on the results of the final visit.

2.12	Health and Safety
	Aspiration Public Land Initiative sites will be well managed and minimise risk to all those involved in the development process.

2.12.1	Stage 3 Mini competition submission
	The successful DPP member will be required to elect in writing to take on the role of Client, under CDM2007 from the date of signing of the Development Agreement. Until this date, in the case of HCA sites the Client's CDM2007 responsibilities will be fulfilled by Jacobs U.K. Ltd acting as CDM coordinator. The latter will have submitted an initial notification of the project to the Health & Safety Executive. Where appropriate a copy of this notification will be appended to the specification for the Legal Agreement. Other landowners will make their own specific arrangements.
2.12.2	Guidance
	HCA CDM Policy Statement and Construction (Design and Management) Regulations 2007 (CDM2007)
2.12.3	Signposting
	• Construction (Design and Management) Regulations 2007 (CDM2007)
2.12.4	Completion stage submission
	Submit evidence to HCA that relevant Health and Safety guidance and documentation has been provided to occupiers and adopting organisations as appropriate.

2.13	Fair Payment Provision
	Aspiration The Public Land Initiative will promote prompt payment throughout the supply chain.
2.13.1	Stage 3 Mini competition submission
	Submission required – a commitment by DPP members to engage positively with their supply chain partners in relation to prompt payment of invoices. DPP members are required to undertake to arrange for the signature of a Fair Payment Charter at all levels of the supply chain in accordance with the principles set out in the OGC's "Guide to best 'Fair Payments' Practices".
2.13.2	Guidance
	The Public Land Initiative endorses the principles of Fair Payment Practice and the latest OGC Guidance which was endorsed by the Public Sector Construction Clients' Forum.

2.13.3	Signposting
	OGC – Guide to Fair Payment Processes (http://www.ogc.gov.uk/documents/CP0159FairPaymentPractices.pdf)
2.14.4	Completion stage submission
	The DPP members shall be required to monitor compliance with OGC Guidance (including their own compliance) and submit evidence to HCA at regular stages of the project showing that the Fair Payment Charter is being adhered to.

2.14	Open Accounting
	Aspiration Public Land Initiative developments will test new models of deferred land payments.
2.14.1	Stage 3 Mini competition submission
✓	Submission required – statement that the DPP member commits to an Open Book Process to ensure that all financial data is shared with the HCA and when appropriate, it's other public partner.
2.14.2	Guidance
	The DPP member is required to keep detailed records of actual costs incurred in performing the works. HCA and the DPP member will agree what records need to be kept and the DPP member will permit HCA or it's representatives full access to all organised invoices and books of accounts necessary to demonstrate its actual costs.
2.14.3	Signposting
	http://www.constructingexcellence.org.uk/sectorforums/buildingstatesforum/bcc/terms_and_conditions/tc_6.html
2.14.4	Completion stage submission
	In accordance with open book principles DPP members should submit all outturn cost data set out within this.

2.15	Monitoring and Evaluation
	Aspiration Public Land Initiative will build quality homes to the standards incorporated within the PLI Generic Brief, and the lessons learned will be shared with the wider industry.
2.15.1	Stage 3 Mini competition submission
✓	Submission required – statement that the DPP members commits to collating and monitoring all data as required in the framework to ensure that all best practise is shared with the HCA and when appropriate its other public partner.
2.15.2	Guidance
	The Monitoring and Evaluation framework will be annexed to the Site Specific Brief for the mini competition stage of the disposal process.
2.15.3	Signposting
	• Good Homes Alliance http://www.goodhomes.org.uk/ • Energy Savings Trust. http://www.energysavingtrust.org.uk/business/Business/Resources/Publications-and-Case-Studies
2.15.4	Completion stage submission
	In accordance with open book principles DPP members should submit all outturn data as required in the Monitoring and Evaluation framework.

2.16	Communications Protocol
	Aspiration The HCA and other public land owners with their appointed DPP members shall work jointly to promote the Public Land Initiative to their mutual advantage and to inform the wider industry.
2.16.1	Stage 3 Mini competition submission
✓	Submission required – A statement of commitment to the Communication Protocol.
2.16.2	Guidance
	To ensure the smooth and efficient flow of messages and enable clear, consistent publicity for the Public Land Initiative all DPP members shall sign and

	adhere to a Communications Protocol. The Public Land Initiative Communications Protocol will ensure that consistent messages are agreed and promoted by all parties involved in the delivery. This is a high profile Initiative which will be under intense scrutiny so it is imperative that the communications protocol be accepted and put into operation at all levels to ensure clear lines of responsibilities.
2.16.3	Signposting
	• The Communications Protocol can be found in Appendix 2 to this document.
2.16.4.	Completion stage submission
	Adherence to the signed Communications Protocol.

Annex 1

Public Land Initiative Overall Checklist			
2.1 Quality Places	Contractual commitment	Post Completion Evidence	
Building for Life	Score 14 out of 20 points signed off by accredited assessor	Ideally a Silver BfL Award	
Secured by Design	Letter of acceptance from ALO	Ideally a Secured by Design Certificate	
Space and functionality calculator	Submit completed calculator for each unit type.	Audit as built units	
Code for Sustainable Homes	Design stage Code level 4 certificate	Completion certificate achieving Code level 4	
2.2 Training and skills			
Apprenticeships	Commitment to agreed target of training/ apprenticeship hours on site	Sign off by college/training delivery agent that hours achieved	
Skills and training	Record of all work experience, graduate placements	Sign off by school or educational establishment	
2.3 Open Book Process			
Considerate Constructor	Sign up to the scheme	Certificate of compliance	
Fair Payment provision	Commitment to engage with supply chain positively and arrange signature of the Fair Payment Charter	Evidence of compliance with OGC Guidance	
Open Book accounting	All final costs will be required as part of the open book policy		
Sign copy of Communications protocol	Adhere to Communications protocol		
Monitoring and Evaluation	Adhere to framework	Supply compliance information to client	

ANNEX 2 – Public Land Initiative – Communications Protocols

The following protocols outline the broad parameters within which communications activity is developed and agreed around the Public Land Initiative to help us co-ordinate messages and share information effectively.

Over-arching principles

- The Homes and Communities Agency and its appointed DPP members shall work jointly to promote the Public Land Initiative to their mutual advantage. As such, the following protocols shall be applied in the spirit of partnership working.
- They shall be deemed by those involved in Public Land Initiative communications to be firm enough to govern the way we operate under normal circumstances, but flexible enough to allow individual action as occasional necessity demands.
- The protocols can/should be applied to all forms of communication activity.

Protocols

Approval Process / Sign-off

Communications activity will be split into three categories according to focus (national/local), size, importance, and/or potential impact. The approval process and level of sign-off required will be dictated by the category, as follows:

Category 1

- Campaigns or activity agreed as being of *major significance to all DPP members*, eg. major programme milestones, major events, new websites, national news submissions, significant potential crises;
- Category 1 campaigns or activity *must be agreed by all DPP members and signed off by the designated senior officer at each*. Once signed off, a complete set of final documents should be circulated to all Group members for information.

Category 2

- Campaigns or activity agreed as being of *major significance to some and medium significance to all DPP members*, e.g. minor programme milestones, major community specific milestones, local and regional feature submission;
- Category 2 campaigns or activity *must be agreed in broad terms by all DPP members*, with specific actions being taken in consultation with/signed-off by the designated senior individual at the most relevant Partners. Once finalised, a complete set of documents must be circulated to all appropriate communications officers at least 24 hours in advance of external distribution

Category 3

- Campaigns or activities by 3rd party suppliers or others considered as being of significance to individual partners/communities
- Category 3 campaigns or activities *must be agreed by individual partners/communities according to local delivery agreements / protocols*

In addition:

- The lead DPP member/individual will be responsible for ensuring approval in keeping with the process above.
- The Category level will be detailed on the Communications Plan and agreed by the DPP members.
- Approval from DCLG will be sought in advance only on Category 1 activity. (Category 2 activities should be submitted for information only)

- Press releases for categories 1 and 2 should seek to include a quote from HCA as sponsoring organisation
- A broad circulation list should be supplied to each DPP member for information.
- Each working Group DPP member will provide the contact details of two people – one for senior approval and one for junior approval / logistical assistance

Lead officer / Partner selection

All DPP members may deal with all sections of the media, with the lead DPP member or individual for each activity being agreed by the Group according to the geographic focus. That is:

- Local and regional, *community specific* campaigns and activity should be *led by the HCA regional communications manager and/or the primary DPP member*, and cascaded upwards to trade and national media as appropriate.
- Local and regional *marketing of units for sale* should be *lead by the appropriate developer*.
- National, *over-arching programme* campaigns and activity should be lead by the *HCA corporate communications team*, and cascaded downwards to trade and local media as appropriate.

In addition:

- Releases to national media, trade media and local/regional trade media are likely to be tailored to ensure the most appropriate angle.
- The lead individual/DPP member for each activity will be detailed on the communications plan.

Reactive activity / crisis management

Should the need occasionally arise to deviate from the processes above (eg. through a crisis management issue), the individual contacted is authorised to act independently on the following principles:

- The spirit of Partnership working, taking care not to blame, or damage the reputation of the Public Land Initiative or specific DPP members;
- Within the parameters of the relevant DPP members' own media handling protocols.
- Whenever possible, advance notice or reactive responses should be given to all DPP members. If not possible in advance, then all DPP members must be informed of reactive responses as soon as possible thereafter.

Miscellaneous

- The DPP members will only develop/adopt a separate collective identity if all DPP members agree this is necessary to meet a specific need. All communications will go out with the branding of the lead DPP member unless otherwise agreed.
- Any 'third party' releases which mention the sites should be circulated to all DPP members for information as a courtesy.
- Any project websites which are developed should refer to all relevant DPP members and include a link to the HCA website (www.homesandcommunities.co.uk). Websites should also be regularly updated, since out of date information will reflect badly on the programme as a whole.
- All photos/CGIs to be shared among the lead DPP members for publicity/promotion purposes.

March 2010



**PUBLIC LAND INITIATIVE
BUSINESS MODEL
DPP GUIDE**

minimise both timescales and the legal transaction costs for both the public and private sectors alike. The suite of legal documents developed for the PLI includes a combination of advisory notes and template legal agreements, specifically:

1. Draft Agreement (development agreement and agreement for lease);
2. Building Lease (incorporating development/building arrangements);
3. Draft financial provisions schedule for PLI (with drafting notes and in a form which can be appended to other forms of sale contract);
4. Advice note on state aid (including its interrelationship with procurement) and best consideration;
5. PLI adapted form of Housing Gap Funding Agreement.
6. Draft Heads of Terms

Disclaimer:

The template legal documents are intended to provide guidance to the HCA Regional teams and/or Local Authority partners. It is expected that the legal documentation will be adapted with appropriate legal advice to suit the circumstances of any particular deal.

It should also be noted that this business model approach relates to the Public Land Initiative only and as such does not set a precedent for wider HCA policy.

(b) The Mini-Competition Appraisal to determine the following:

- Estimated Scheme Revenues;
- Benchmark Scheme Costs;
- Percentage PSP Development Return (Private for sale);
- Percentage PSP Return (Pre-sold or RSL);
- Estimated Land Value (Target Land Price) or the level of Gap Funding required.

1.5.2 The HCA is developing a standard appraisal tool for use on the PLI sites and will provide clear guidance to the bidders on the information to be included within the specified cost headings. To assist with the evaluation of bid submissions and to ensure a level playing field, the HCA may elect to specify certain cost assumptions (e.g. specific foundation solutions to be costed).

1.5.3 Whilst the benchmark costs established through the mini competition appraisal are not fixed at this point, any variation from these benchmark figures resulting from material changes to the scheme between the Stage 1 and Stage 2 appraisals will need to be justified in writing and agreed with HCA or the LA. Any resulting increase in the gap funding requirement will be at the discretion of HCA and subject to the availability of funding.

1.5.4 The extent of the public sector funding obligation is established at this stage through the calculation of the 'maximum level of public sector revenue risk share' and the 'maximum super abnormal cost share'.

1.5.5 The **maximum public sector revenue risk share** is calculated on the basis of a fixed percentage reduction from the 'Estimated Scheme Revenues' submitted by the PSP at the mini-competition stage;

For example,

- the public sector may propose to share risk on a 50:50 basis with the PSP up to a maximum 10% fall in anticipated scheme revenues - i.e. for every 1% fall in estimated scheme revenues the public sector share 50% in the shortfall up to the maximum percentage.

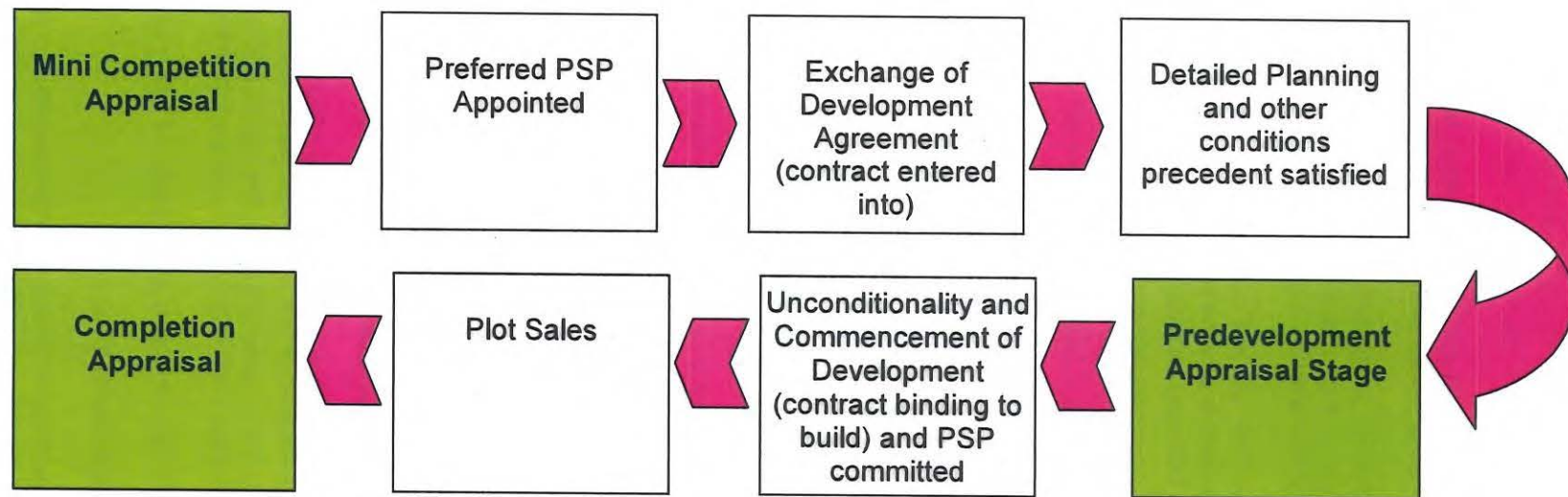
Beyond the maximum public sector revenue risk share percentage any further falls in revenue are assumed to be at the PSPs risk. (see Section 2 for more details). The maximum risk share sum arrived at through this calculation will be specified in the development agreement as a figure.

1.5.6 The **maximum super abnormal cost share** is the maximum public sector contribution towards unknown abnormal costs which arise following the commencement of development. A clear definition of what are defined as super abnormal costs will be included within the PLI legal documentation. The maximum super abnormal cost share sum is calculated on the basis of an equivalent percentage increase in the 'Scheme Development Costs' defined at the pre-development appraisal stage:

scheme between the mini-competition and pre-development appraisal stage and the impact on the following:

- Scheme Revenues
- Development Costs
- Estimated Land Value (Target Land Price) or the level of Gap Funding required

- 1.6.3 Any variations between the pre-development appraisal and the benchmark figures established at the stage one mini-competition appraisal need to be agreed in writing by the HCA or LA.
- 1.6.4 At the pre-development appraisal stage provision for any increase in the 'maximum public sector revenue risk share identified at the mini-competition stage will be at the absolute discretion of the HCA and will need to be agreed by the Agency.
- 1.6.5 The HCA is not obliged to fund any increased requirement for gap funding at the pre-development stage, however it can do so at its discretion and subject to the availability of funds.
- 1.6.6 The pre-development appraisal fixes the development cost ceiling and the HCA expects the PSP to take construction cost risk. The model proposes that any savings in construction costs are shared on a 50:50 basis with the Agency, on the proviso that the HCA shares in 50% of the risk of super abnormal costs which arise during the build out period (up to the calculated maximum super abnormal cost risk share sum).
- 1.6.7 Super abnormal costs can be defined as unforeseeable costs arising from adverse site conditions, which could not reasonably have been foreseen at the time of the pre-development appraisal. A full definition of qualifying super abnormal site costs is provided in the draft legal documentation.
- 1.6.8 Any variation to the 'maximum public sector risk revenue share' identified at the mini-competition stage will need to be agreed by the Agency.
- 1.6.9 The minimum land price payable is fixed at the pre-development appraisal stage. Once the 'minimum land value' is established the HCA or LA may elect to further defer all or part of its land value, for example into the provision of additional affordable housing or equity shares into individual buyers homes (e.g. homebuy direct) to further reduce sales risk exposure. The HCA or LA will have the flexibility to consider the '**double deferral**' of land value on a site by site basis.
- 1.6.10 Once the pre-development appraisal is agreed by the HCA the development agreement becomes unconditional and the PSP can proceed to start on site in accordance with the agreed build out programme.
- 1.6.11 In the situation where HCA or the LA are not in a position to proceed with the development, subject to the Agency retaining **full intellectual property rights** to the planning application material and house types and the **transfer of warranties** in respect of site investigations and survey work, the HCA or LA may agreed to make a specific contribution to reasonable



Example Calculations of Land Value Payable

Pre-Development Appraisal

Estimated Revenues (ER)	£13m
Total Development Costs	£12m
Max Public Sector Risk Share*	£650K
Max Super Abnormal share**	£600K
* Based on 50% of 10% of estimated revenues	
**Based on 5% total construction costs	
Estimated 'Target' Land Value (ELV)	£1m
Minimum Land Value	Nil
Contingent Gap Funding Requirement = ELV – (MPSRRS + MSACS)	
= £1m – (£650K + £600K) =	
	£-200K

a) Completion Appraisal – Revenues increase and Development Costs decrease

Actual Revenues (AR)	£14m
Total Development Costs	11.5m
Relevant Cost Savings*** (C)	£250K
Super Abnormal Cost Contribution(D)	£Nil
*** Based on 50% of Total Costs Savings	
Price Adjustment Calculation	
$£A = (AR - ER \times P\%) + (C - D)$	
$(£14m - £13m \times 50\%) + (250K - £Nil) =$	
	£750K
Adjustment Sum	£750K

Public Sector Total Return = £1m + 750K = £1.75m

b) Completion Appraisal – Revenues decrease and Super Abnormal Cost increase

Actual Revenues	£11.5m
Total Development Costs	£12m
Relevant Cost Savings (C)	£Nil
Super Abnormal Cost Contribution(D)	£500K
Price Adjustment Calculation	
$£A = (AR - ER \times P\%) + (C - D)$	
$(£11.5m - £13m \times 50\%) =$	
	-£750K
However as,	
Max Public Sector Risk Share (MPSR)	£650K
Therefore,	
$-£650K + (£Nil - £500K) =$	
	-£1,150,000
Adjustment Sum	-£1.15m
Land Value	Nil
Gap Funding Payable	£150K

Total Public Sector Return

ALV = ELV – £A
 ELV – Estimated Land Value
 ALV – Actual Land Value
 £A = Adjustment Figure

- (b) When planning consent is obtained the PSP and the Agency will assess the “gap” and determine (by an objective mechanism) whether, on the basis of the planning consent and anticipated house values, there is a “gap”. – if at this stage the gap exceeds the Maximum funding level established at the competition stage, it is at the discretion of the HCA/LA to fund any increase in the gap and will be subject to the availability of funds.

5.3 The Gap Funding Agreement will contain:

- (a) The Maximum Funding Level;
- (b) Claw back in the event that costs are less than predicted; and
- (c) Overage (taking precedence over any overage in sale price mechanism).

5.4 To ensure that unlawful state aid is avoided the requirements of the European Union must be complied with, for example, the inclusion of clawback and the prohibition on combining the gap funding with other forms of public subsidy.

5.5 It should be noted that gap funding can only be provided for the non-affordable sale elements of the project. NAHP funding may be available for the affordable housing elements of the scheme subject to the availability of Regional or PLI funding.

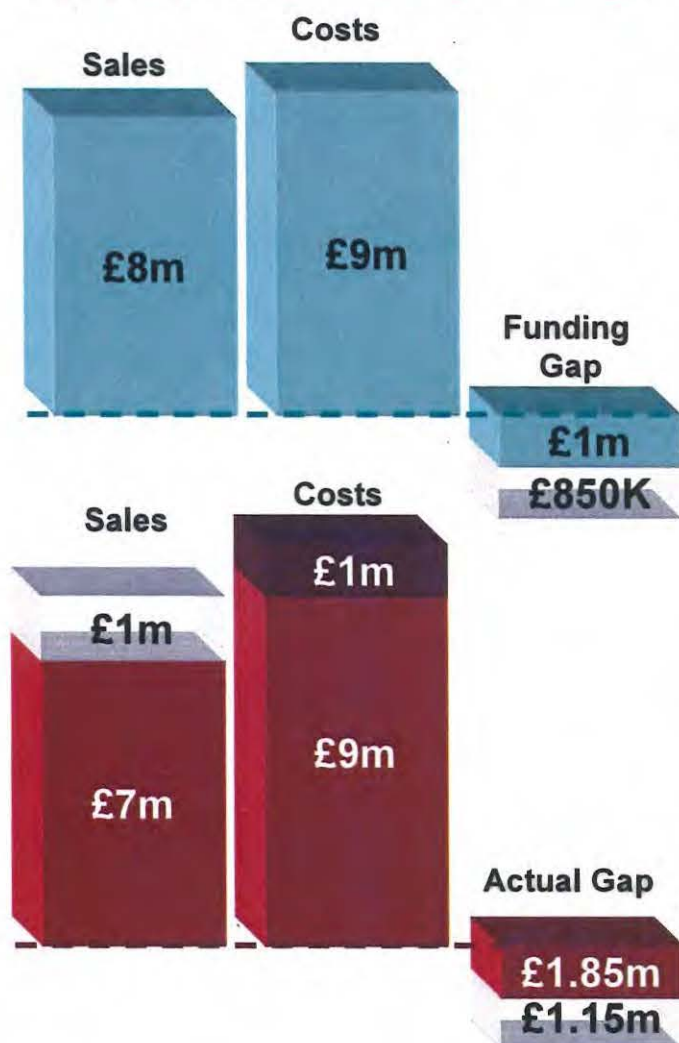
6 Land Disposal Structures

6.1 The PLI Business model can be combined with the three alternative approaches to land disposals

- Building Lease with provision for phased transfer on completion of individual plots; or
- Development Sale Agreement and **Building Licence** again with phased transfer on individual plots; or
- **Freehold Sale Agreement** with early transfer of land (secured by a charge or restriction).

6.2 The model can be utilised with any of these alternatives. Hence considerable flexibility is available. Each can be adapted to give security to HCA but the preferred route is the use of the **building lease**.

PLI Business Model: Gap Funding Illustrative example



Mini Competition and Pre-Development Appraisal

Estimated Sales Revenues (ER)	£8m
Total Development Costs (inc dev profit)	£9m
Estimated Funding Gap	£1m
Max Public Sector Revenue Risk Share	£400K
[MPSRRS: 50% of 10% fall in estimated scheme revenues]	
Max Super Abnormal Cost Share	£450K
[MSACS: Assume equivalent to 5% development costs]	
Maximum Gap Funding Requirement	£1.85m
[Estimated Gap plus MPSRRS+MSARS]	

Completion Appraisal

Actual Sales Revenues (AR)	£7m
Total fall in Revenues	£1m
Total Development Costs	£10m
Actual Cost savings (C)	£0
Super Abnormal Costs (D)	£1m

Adjustment Sum

$$£A = (AR - ER \times P\%) + (C - D \times P\%)$$

$$(\text{£7m} - \text{£8m} \times 50\%) + (\text{£0} - \text{£1m} \times 50\%) = \text{£-1m}$$

However; as MPSRS capped at £400K and MSACS capped at £450K $£A = \text{£-850K}$

$$\text{Estimated Funding Gap} + \text{Adjustment Sum} = \text{£1m} + \text{£-850K} = \text{£1.85m}$$

Total Public Sector Risk capped at £1.85m
(maximum gap funding requirement)

PSP retain residual Risk at £1.15m

Appendix 11
Competition Appraisal

Appendix 12
Form of Legal Charge

Legal Charge in respect of land at East Greenwich, Vanbrugh Hill, London

Dated

Hadley Mace Limited
(Developer)

Homes and Communities Agency
(Agency)

Legal Charge

Dated

Between

- (1) **Hadley Mace Limited** company number 06987720 whose registered office is at 843 Finchley Road, London, NW11 8NA (**Developer**); and
- (2) **Homes and Communities Agency** of Central Business Exchange II 406-412 Midsummer Boulevard Central Milton Keynes MK9 2EA (**Agency**).

1 Definitions

In this Legal Charge the following definitions apply:

Development Agreement means the agreement dated [] relating to the Property and made between the Agency (1) the Developer (2) and **Hadley Consolidated Limited and Mace Limited** (3);

Lease means the lease of the Property dated [] and made between the Agency (1) the Developer (2);

Property means the leasehold property described in the Schedule.

2 Interpretation

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction.
- 2.3 References to the Agency and the Developer shall include their respective successors and assigns (including in the case of the Agency statutory successors).

3 Legal Charge

The Developer with full title guarantee charges the Property by way of legal mortgage with payment to the Agency of all money becoming due to the Agency under the Development Agreement.

4 Payment covenants

The Developer covenants with the Agency to pay to the Agency:

- (a) all sums becoming due under the Development Agreement;
- (b) on demand all proper and reasonable costs and expenses incurred by the Agency in connection with the actual or intended exercise of any power of the Agency under this Legal Charge.

5 Developer's other covenants

The Developer covenants with the Agency:

- (a) to keep the Property and all additions in good repair to maintain the decorations in good order and to keep the gardens in a proper state of cultivation having regard to its status as a development site;
- (b) to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual householders policy of the nominated office (if any) or otherwise as reasonably required by the Agency and in an amount at least equal to the full value thereof and to note the Agency's interest on such policy;
- (c) to lodge a copy of the policy of insurance with the Agency and promptly to forward any later endorsements to the Agency and to produce to the Agency within 14 days of each renewal date the premium receipt or other proof of payment;
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of the Agency in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge;
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- (f) to use the Property as permitted by the Lease only and to comply with all statutory requirements affecting the Property;
- (g) to forward to the Agency a copy of any notice affecting the Property received from any public or statutory authority or from the owner or occupier of any neighbouring premises;
- (h) to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify the Agency against any damage loss or liability arising from breach or non-performance thereof;
- (i) to permit the Agency and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property;
- (j) not to sell, lease, licence or otherwise dispose of the Property except in accordance with the terms of the Lease.

6 The Agency's default powers

The Agency shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of the Developer and the costs and expenses in respect of any such action shall be repayable to the Agency and shall become due upon the amount thereof being notified to the Developer in writing.

7 Power of sale

The power of sale and all other statutory powers vested in the Agency (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Agency for value arise upon the date of this Legal Charge and shall become exercisable by the Agency without notice to the Developer immediately on the happening of any one or more of the following events:

- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge or the Development Agreement;
- (b) if a distress or execution is levied or issued against any property of the Developer or any steps are taken by any person to enforce any rights in respect of the same; or
- (c) if the Developer enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors.

8 Consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

9 Security power of attorney

The Developer by way of security to secure the proprietary interest in and the performance of, obligations owed to the Agency irrevocably appoints the Agency and any receiver severally to be the attorney or attorneys of the Developer and in the Developer's name and otherwise on the Developer's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the Agency and/or any receiver and (ii) any obligation imposed on the Developer whether pursuant to this Legal Charge or by law.

10 Restriction

The Developer agrees to the registration at the Land Registry against the registered title[s] of the Property of a restriction in the following terms:

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 by the proprietor for the time being of the charge dated [*insert date of Legal Charge*] in favour of Homes and Communities Agency of Central Business Exchange II 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer. (Form P).

11 Third parties

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999.

Executed by the parties as a Deed.

Schedule

The land and buildings at Vanbrugh Hill, East Greenwich as the same is demised by the Lease.

1)
)

Director/Secretary

)
)
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Page 5

Appendix 13
Management Structure Diagram

HoEG: PROPOSED ESTATE MANAGEMENT STRUCTURE

