

**DATED**

**2019**

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**LONDON BOROUGH OF NEWHAM**

**- and -**

**GLA LAND AND PROPERTY LIMITED**

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**Deed pursuant to Section 106 of the Town and Country Planning Act 1990  
and other powers in relation to land located at**

**SILVERTOWN WAY, SILVERTOWN E16 1FB**

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**London Borough of Newham  
OneSource  
Newham Dockside  
1000 Dockside Road  
London E16 2QU**

**Legal Ref: NEW019731**

**THIS DEED of Agreement** is made the                      day of                      2019

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, East Ham, London, E6 2RP ("Council");
- (2) **GLA LAND AND PROPERTY LIMITED** a company registered in England and Wales under Company Registration Number 07911046 whose registered office is at Estates, Housing & Land Directorate, Greater London Authority, 3<sup>rd</sup> Floor, City Hall, The Queens Walk, London SE1 2AA of the second part (hereinafter referred to as the "Owner");

**WHEREAS:**

- (A) The Council is the local planning authority and [the local highways authority] for the area in which the Site is situated and by whom the obligations restrictions stipulations and covenants contained in this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site which is registered at the Land Registry Office Title Absolute under Title Numbers EGL36949, EGL265089 and TGL460710 and warrants that subject to the entries disclosed is otherwise free of encumbrances.
- (C) The Owner shall be Implementing the Planning Permission due to be issued upon completion of this Deed.
- (D) The Owner submitted the Application that the Council's Strategic Development Committee resolved to approve on 18th June 2019, subject to conditions and the satisfactory completion of this Deed.
- (E) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions**

The following words and phrases shall unless the context otherwise requires bear the following meanings:

“the 1990 Act”	means the Town and Country Planning Act 1990, as amended
“All Items Retail Prices Index”	means the index of retail prices published by the Office of National Statistics or any successor ministry or department
“Application”	means the planning application (reference number 18/03657/OUT) received by the Council seeking outline planning permission to carry out the Development upon the Site
“Apprenticeship”	means anyone on an apprenticeship scheme of at least a year in length, with a written contract to that effect. They must be earning a wage and working alongside experienced staff to gain job specific skills and attending college or an education and training provider. An apprentice scheme should follow a framework- an NVQ, technical qualification and functional skills, note that frameworks will be replaced by standards from 2017. All apprentices must be new staff recruited by the company within the last 6 months (i.e. not long-term staff who convert to Apprenticeship role). All Apprentices are to be paid at least the national minimum wage for 18 – 20 year olds and increasing according to their age. National Apprenticeship rates (currently £3.70) are NOT acceptable. Link for national Pay rates: <a href="http://www.acas.org.uk/index.aspx?articleid=1902">http://www.acas.org.uk/index.aspx?articleid=1902</a> and “Apprentice” shall be construed accordingly
“Carbon Offset Contribution”	means the sum of Eighty Five Thousand, One Hundred and Seventy Six pounds (£85,176) duly Indexed to be paid by the Owner to the Council in accordance with Part 1 of the Fourth Schedule of this Deed that will be used by the Council towards carbon offsetting
“Car Free Monitoring Fee”	means the sum of Two Thousand pounds (£2,000) to be paid by the Owner to the Council in

	accordance with Clause 16.2 of this Deed that will be used by the Council towards the costs of monitoring and management of a Controlled Parking Zone
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010, as amended
“Commercial Unit”	means any separate unit to be utilised for a commercial use (being a use that falls within Use Classes A1-A4 or B1 of the Town and Country Planning (Use Classes) Order 1987 as amended) constructed on the Site pursuant to the Planning Permission
“Controlled Parking Zone”	means the restricted parking zone/s that restricts parking to Occupiers only within the vicinity of the Site.
“Deed”	means this deed of agreement
“Development”	<p>means the Detailed planning application for Phase 1 with works to include:</p> <p>The erection of a series of light industrial workspace units (Use Class B1c) comprising 5,360 sqm, as well as shared space for exhibitions, open workshops or shared working area; ancillary café; new access, servicing, cycle parking, plant, landscaping and public realm.</p> <p>Outline planning application (all matters reserved) for the balance of the Site (Phase 2) for further light industrial and ancillary floorspace (Use Class B1c) up to 2,555 sqm and associated works.</p> <p>pursuant to the Planning Permission</p>
“Director”	means the Director of Regeneration and Planning or the Head of Planning & Development at the Council or any other officer properly exercising the authority of that person for the time being
“Disposal”	means the disposal of the Owners interest by way of the sale of the freehold interest or the granting of a long leasehold for a term of 99 years or more and

	<p>“Disposed of” or “Dispose” or “Disposes” shall be construed accordingly</p>
<p>“Education Commitments Plan”</p>	<p>means the plan for the delivery of education-related benefits from the Development of the Site for the Council’s written approval that shall include but is not limited to: careers talks, land visits, work experience placements, mentoring, curriculum-related activities connected to the Site, paid summer placements for undergraduates studying construction-related qualifications</p>
<p>“Implementation of Development”</p>	<p>means the carrying out of a material operation in relation to the Development as defined in Section 56 of the Act PROVIDED THAT;</p> <ul style="list-style-type: none"> <li>• works of demolition;</li> <li>• site clearance;</li> <li>• ground investigation;</li> <li>• archaeological investigation;</li> <li>• construction of boundary fencing or hoardings;</li> <li>• noise attenuation works;</li> <li>• construction of temporary highways accesses;</li> <li>• piling works;</li> <li>• below ground works;</li> <li>• laying and diversion of services;</li> <li>• decontamination and remediation works;</li> <li>and</li> <li>• display of advertisements</li> </ul> <p>shall not be taken to be a material operation for the purposes of this Deed and section 56 of the 1990 Act and “Implementation” and “Implement” and “Implemented” shall be construed accordingly</p>
<p>“Implementation Notice”</p>	<p>means the written notice given by the Owner to the Council giving 5 Working Days advance notice that Implementation of Development is about to take place and specifying the date of intended</p>

	Implementation of Development in the form attached at Schedule 3
"Indexed"	<p>means any adjustment of the calculation of the payment of any Contributions (unless stated to be indexed differently) by applying the following formula:</p> <p><math>A \times B/C = D</math> where:</p> <p>A = the sum specified in this Deed in pounds sterling;</p> <p>B = the figures shown in the All Items Retail Prices Index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed;</p> <p>C = the figure shown in the All Items Retail Prices Index for the period immediately prior to the date of this Deed; and</p> <p>D = the recalculated sum in pounds sterling applying under this Deed</p> <p>PROVIDED THAT if the All Items Retail Prices Index becomes no longer maintained by the Office of National Statistics the said formula shall be applied <i>mutatis mutandis</i> (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and "Indexation" shall be construed accordingly</p>
"Interest"	means the rate of interest being 4% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis
"Local Residents"	means those residents that are resident in Newham postcodes E6, E7, E12, E13, E15 E16 and E20

“Monitoring Fee”	means the sum of Ten Thousand pounds (£10,000.00) payable by the Owner to the Council and to be used by the Council following receipt for the monitoring of the obligations and covenants in this Deed
“Notification of Implementation of Development Form”	the form appended at Schedule 3 with notification of the Implementation Date to be completed by the Owner and returned to the Council in accordance with Clause 12.6 of this Deed
“Notification of Payment Form”	the form appended at Schedule 3 with notification of any relevant Payment Date to be completed by the Owner and returned to the Council in accordance with Clause 12.7 of this Deed
“Occupation”	means occupation for any use for which the relevant part of the Development was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and “Occupy” or “Occupiers” or “Occupied” shall be construed accordingly.
“Parking Permit/s”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a Controlled Parking Zone and “Parking Permits” shall be construed accordingly
“Parties”	means the parties to this Deed
“Plan 1”	means the plan marked Plan 1 at Schedule 1 showing the Site
“Planning Permission”	means the planning permission to be granted pursuant to the Application
“Practical Completion”	means the practical completion of any works or part thereof carried out pursuant to this Deed or as the context of this Deed may allow and the terms “Complete” and “Completed” and cognate expressions will be interpreted in accordance with this definition and Occupation of any Commercial I

	Unit shall be determinative of Practical Completion of such Commercial Unit
“Reasonable Endeavours”	Means that the party responsible for the performance must exert itself to take all those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed; and has utilised such methods as are likely to achieve the desired result and recognising that such performance is of material importance that the result is achieved
“Site”	means land at Silvertown Way, Silvertown E16 1FB shown for identification purposes only edged red on Plan 1
“Specified Date”	means any date specified or discernible under this Deed as the date upon which any obligation arising under this Deed is required to be performed, and for clarity in respect of any obligation to pay money is the date upon or by which such payment falls due
“Travel Plan”	means the travel plan to be submitted by the Owner for the approval by the Council pursuant to the planning conditions attached to the Planning Permission
“Travel Plan Monitoring Fee”	means the sum of Ten Thousand pounds (£10,000) payable by the Owner to the Council and to be used by the Council following receipt for the monitoring of the Travel Plan
“Working Days”	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and “working days” shall be construed accordingly



“Workplace”	means Newham’s partnership one-stop shop for jobs and enterprise, bringing together the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes jobsearch support for local residents (employed and unemployed), access to training provision for jobseekers and business support services as well as supporting local firms’ recruitment needs
“Workplace Advisor”	means the advisor employed by Workplace in respect of the Development

## 2 Interpretation

### 2.1 In this Deed:

- 2.1.1 references to clauses, schedules, paragraphs, plans, drawings are unless otherwise stated references to clauses and schedules to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this Deed;
- 2.1.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 2.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 2.1.4 references to the Owner or such party shall include the successor in title of that party and covenants restrictions obligations and liabilities of an Owner comprising more than one person are joint and several;
- 2.1.5 references to the Council shall include any successor to its function as local planning authority, highway, housing authority for the area within which the Site is located;
- 2.1.6 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any

covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;

- 2.1.7 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by, the Owner or the Council under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 2.1.8 where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council;
- 2.1.9 in the absence of any contrary provision references to statutes, bye-laws, regulations, order or, delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;
- 2.1.10 the word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;
- 2.1.11 the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council against the Parties and their respective successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them; and
- 2.1.12 Where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

### **3. Statutory Authority**

3.1 This Deed is made pursuant to:

- 3.1.1 Section 106 of the 1990 Act;
- 3.1.2 Section 111 of the Local Government Act 1972;
- 3.1.3 Section 2 of the Local Government Act 2000;
- 3.1.4 Section 1 of the Localism Act 2011;

3.1.5 Section 16 Greater London Council (General Powers) Act 1974;

3.1.6 Section 278 and Section 38 of the Highways Act 1980;

and all other enabling powers with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the Council.

- 3.2 The planning obligations within this Deed are compliant with regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended (the "CIL Regulations"). For the avoidance of doubt; any obligation that is payable under both this Deed and the CIL Regulations is payable first to the Council pursuant to the CIL Regulations and any duty under this Deed is discharged.

#### **4 Statutory Powers**

- 4.1 This Deed does not fetter the statutory rights, powers and duties of the Council.

#### **5 Conditionality**

- 5.1 The Owner's obligations in this Deed are conditional upon:

- (a) The grant of the Planning Permission; and
- (b) Implementation.

save for this Clause 5, 6, 7.1, 7.2, 9, 10.2, 11.1, 11.2, 12, 13, 15.1, 16.1 and 18-20 which shall take effect on the date hereof and the obligations in Schedule 4 Part 2 (local labour) which shall take effect on the grant of Planning Permission

#### **6 The Owners Obligations**

- 6.1 The Owner covenants with the Council to:

- 6.1.1 perform and observe its obligations set out in the Fourth Schedule and elsewhere in this Deed; and
- 6.1.2 that it has full power to enter into this Deed and that there is no person (other than the Parties to this Deed) having a charge or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

## **7 Council's Discretion and Obligations**

- 7.1 For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the proposed Development of the Development Site and any other subject matter of this Deed as if this Deed had not been executed by the Council.
- 7.2 The Council shall as soon as is reasonably practicable from the date hereof grant the Planning Permission.

## **8 Chargee's Consent**

- 8.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations and agreements contained in this Deed and that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Deed until or unless it enters into possession of the Site as a mortgagee in possession in which case it too will be bound by the obligations and agreements in relation the Site as if it were the person deriving title from the Owner.

## **9 Indexation and Interest on Contributions**

- 9.1 The Contributions payable under this Deed shall be Indexed from the date of completion of this Deed until payment.
- 9.2 Where any payment due under this Deed is paid late, Interest will be payable on to the sum in question from the date payment is due until the date of the payment.
- 9.3 In the event of any discrepancy with the amount to be paid or paid, the liability to pay as set out Clause 8.2 above, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

## **10 Liability and Enforcement**

- 10.1 The cessation of this Deed shall not affect the liability of any party for any earlier breach.

- 10.2 Without prejudice to the Council's statutory rights of access of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

## **11 Registration & Discharge**

- 11.1 The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.
- 11.2 The Owner agrees to register the terms of this Deed against the interests against the interests set out in Recital (B) the Site's title at the Land Registry within 30 Working Days of the date of completion of this Deed.

## **12 Lapse, revocation or quashing of the planning permission**

- 12.1 If the Planning Permission expires within the meaning of section 91, 92, or 93 of the Act, or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (save in respect of any breach prior to revocation) and the Council shall promptly cancel all entries made in the Register of Local Land Charges in respect of this Deed.
- 12.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.
- 12.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

## **13 Notices**

- 13.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post and by email.
- 13.2 The address for service of any such notice, consent or approval shall be in the case of service upon the:

- (a) **Council:** be upon the Director Regeneration and Planning  
(Planning Reference 18/03657/OUT.), London Borough of Newham,  
Newham Dockside, First Floor West Wing, Dockside Road, London E16 2QU  
and by email to [Planning.Obligations@newham.gov.uk](mailto:Planning.Obligations@newham.gov.uk)
- (b) **Owner:** to the company registered address or such other address as shall  
have been previously notified by the Owner to the Council

or such other address for service or method of services as shall have been  
previously notified by the Parties to each other.

13.3 A notice, consent or approval required or authorised to be given under this Deed  
shall be deemed to be served as follows:

- (a) if personally delivered, at the time of delivery and if posted by recorded  
delivery at the time when it would be received in the ordinary course of  
business;
- (b) to prove such service, it shall be sufficient to prove that personal delivery was  
made or that the envelope containing such notice, consent or approval was  
properly addressed and delivered into the custody of the postal authority in a  
pre-paid first class recorded delivery envelope; and
- (c) if by email, by notification of a delivery receipt for such email to the correct  
email address as previously notified between the Parties.

13.4 Any notice served pursuant to this Deed, shall cite the number and the clause of the  
Deed to which it relates and in case of the notice to the Council the planning reference  
number for the Development.

13.5 In the event any notice required to be served under or pursuant to this Deed has not  
been received by the Council, the Parties agree that the Council shall determine and  
set such date for such activity to which any notice relates as it reasonably believes  
should be the date of such activity and references to Specified Date shall be construed  
accordingly and the Council may serve notice on the Owner to this effect.

13.6 The Owner shall serve notice on the Council of the following events:

- (a) Implementation by way of the Notification of Implementation Form;
- (b) Practical Completion of the Development;
- (c) first Occupation;

- 13.7 The Owner shall complete and serve a Notification of Payment Form on the Council at least 5 Working Days before it intends to pay any Contribution or make any other payment pursuant to this Deed.

## **14 Dispute Resolution**

- 14.1 Subject to Clause 14.2 below in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error or fraud) and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 14.2 In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 14.1 above or as to the appropriate professional body within 10 Working Days after any party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 14.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one party shall bear more than their due proportion they may recover the excess from the other as a debt).

## **15 Fees**

15.1 The Owner shall pay to the Council on or before completion of this Deed

15.1.1 the reasonable legal fees and disbursements of the Council incurred in connection with the negotiation, preparation and completion of this Deed; and

15.1.2 the Monitoring Fee; and

15.1.3 any other reasonable professional costs including the cost of legal advice, valuation and consultancy, and any costs incurred in preparation of or review of development appraisals and any disbursement properly incurred or required in the negotiation of this Deed including any VAT.

15.2 The Owner shall pay to the Council prior to first Occupation the Travel Plan Monitoring Fee and the Car Free Monitoring Fee;

15.3 The Developer shall where environmental reports are relevant to the Application or the Planning Permission pay to the Council the reasonable and proper costs of an external consultant appointed by the Council to review environmental reports submitted in support of any reserved matters applications pursuant to the Planning Permission, such payment to be made within 25 (twenty-five) Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

## **16 VAT**

16.1 All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of VAT properly payable in respect thereof PROVIDED if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatatable supplies properly incurred under this Deed.

## **17 Section 73**



17.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Town and Country Planning Act 1990 (or any re-enactment or replacement therefor) in respect of the conditions in the Planning Permission references in this Deed to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

## **18 Third Parties**

18.1 This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.2 The Parties to this Deed agree that any covenant in this Deed by which the relevant Party is not to:

- (a) do an act (or allow a state of affairs to exist) shall be construed as if it were a covenant not to do or permit, procure or suffer to be done such act (and not to permit, procure or suffer such a state of affairs to exist);
- (b) omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.

## **19 Jurisdiction**

This Deed is governed by and construed and interpreted in accordance with the laws of England.

## **20 Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be no effect until this Deed has been dated.

**IN WITNESS** whereof the Parties have executed this Deed as a deed on the day and year first before written.

## **Schedule 1**

## **Plans**

**Plan 1: Site location plan (showing redline boundary)**

## **Plan 2: Highway Plan**

**Schedule 2**  
**Draft Planning Permission**

### Schedule 3

#### Standard Notices

#### Form: Notice of Implementation of Development



#### Notice of Implementation of Development

This Notice must be served not less than 5 Workings Days before Implementation of Development.

<b>Planning Application Reference Number:</b>	
<b>Planning Case Officer:</b>	
<b>Agreement dated:</b>	
<b>Owner's details:</b>  <b>Site Address:</b>	
<b>Expected Implementation Date:</b>	
<b>Estimated Practical Completion Date (if known):</b>	
<b>Dated</b>  <b>Signed by or on behalf of the Owner:</b>	

**Please return to:**

Director Regeneration and Planning, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to [Planning.Obligations@newham.gov.uk](mailto:Planning.Obligations@newham.gov.uk)

<b>Official Use</b>	
<b>Date received</b>	
<b>Monitoring triggers</b>	

**Form: Notice of Payment of Contributions and Fees**



**Please ensure there is a separate form for each payment being made. Monies must be paid by TT or by BACS to the Council to the following account**

Lloyds TSB

City Office Branch

PO Box 72

Bailey Drive

Gillingham Business Park

Kent ME8 0LS

Sort Code: 30 00 02

Account No: 00879113

**This Form must be served not less than 7 Working Days before payment is to be made.**

<b>Planning Application Reference</b>	
<b>Agreement dated:</b>	
<b>Owner's details:</b>  <b>Site Address:</b>	
<b>Contribution Description:</b> <b>Relating to Clause/Paragraph:</b> <b>Date on which amount is due:</b>	
<b>Amounts to be paid</b>  1. Contribution:  2. Indexation Amount:	

Period from -to  4.Interest Amount (if any):  Period from – to	
<b>Total to be paid:</b>	
<b>Dated</b>  <b>Signed by or on behalf of the</b>  <b>Owner:</b>	

**Please return to:**

Director Regeneration and Planning, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to [Planning.Obligations@newham.gov.uk](mailto:Planning.Obligations@newham.gov.uk)

<b>Official Use</b>	
<b>Date received</b>	
<b>Interest/Indexation Outstanding</b>	
<b>Confirmation of correct receipt</b>	

## **Schedule 4 / Part 1**

### **Contributions**

1. The Owner covenants with the Council:

1.1 Carbon Offset Contribution

- (a) to pay the Carbon Offset Contribution to the Council on Implementation of the Development; and
- (b) not to Implement or permit Implementation of the Development until it has paid the Carbon Offset Contribution to the Council.



## **Schedule 4 / Part 2**

### **Local Labour**

- 1.1 The Parties agree that it is important to ensure the benefits of the construction and operation of the Development are realised in terms of the development, support and sustainability of local labour.
- 1.2 The Owner covenants with the Council to:
  - 1.2.1 set up an inception meeting at least two weeks before Implementation with Workplace to provide for the effective delivery of the requirements of the local labour provisions;
  - 1.2.2 use Reasonable Endeavours to ensure recruitment of Local Residents in connection with the construction and operation of the Development achieves a target of:
    - (i) 35% local employment on the construction phase of the Development;
    - (ii) 50% of end user phase to be Local Residents; and
    - (iii) Apprenticeship Target of 1 new start Apprentice (Local Resident) per £5m of total construction contract value.
  - 1.2.3 ensure that recruitment shall occur through the following processes:
    - (i) to provide prior notice to the Council's provider Workplace of the Development's quantum and range of job and Apprenticeship opportunities as soon as the information is available;
    - (ii) to work with the Council's provider Workplace to agree which jobs and Apprenticeship opportunities shall be filled by Workplace (e.g. labouring, plant operations, general working at heights, security etc.) and which jobs are specialist and recruited elsewhere and thereafter to place individuals accordingly;
    - (iii) once agreed, all appropriate job and Apprenticeship opportunities shall be placed with Workplace; and
    - (iv) the Owner shall work with Workplace to identify appropriate training to prepare residents for job opportunities which will become available in relation to Implementation.
  - 1.2.4 provide a named officer on behalf of the Owner who shall liaise with Workplace and facilitate regular meeting slots for onsite meetings to enable Workplace to promote their service to onsite contractors;

- 1.2.5 allow Workplace (subject to giving reasonable prior written notice and observing the Owner's reasonable requirements) to have regular presence on the Site and to facilitate regular meeting slots to enable Workplace to promote their service to on-Site contractors.
- 1.2.6 ensure that all recruitment will include the following processes:
- (i) the Owner will work with Workplace to develop appropriate training to prepare residents for job opportunities;
  - (ii) the Owner shall provide Workplace with advance notice of quantum and range of job opportunities as soon as the information is available;
  - (iii) the Owner shall engage in discussions with Workplace and agree which jobs shall be filled by Workplace; and
  - (iv) all appropriate job vacancies will be placed with Workplace.

### **Supply Chain Opportunities for Newham Businesses**

- 1.2.7 in respect of supply chain opportunities to provide:
- (i) advance notice of the quantum and range of supply chain opportunities arising from the Implementation to enable Council officers to alert local businesses to the forthcoming opportunities;
  - (ii) a named officer for liaison meeting to facilitate the above; and
  - (iii) information on the number of contractors being used on the Site and details of those based in Newham and neighbouring Boroughs of Barking & Dagenham, Hackney, Tower Hamlets and Waltham Forest, such information to include:
    - (aa) the name and postcode of contractor/supplier; and
    - (bb) basic details and value of contract (e.g. supply of concrete - £1,000).

### **Monitoring of employment**

- 1.2.8 produce quarterly monitoring reports to the Council's nominated officer in the form previously advised by the Council for matters set out in this Part.
- 1.2.9 provide Workplace with quarterly monitoring information detailed below:
- (i) overall number of people employed on the Site;
  - (ii) number and percentage of Newham residents employed on the Site;
  - (iii) Newham residents' data to include the following (based on residents supplying the information on an informed and voluntary basis):

- (aa) percentage of those that were previously unemployed, broken down as follows:
    - i. less than 6 months;
    - ii. 6 – 12 months;
    - iii. 1 year plus;
  - (bb) length of residency in Newham:
    - i. less than 6 months;
    - ii. 6 -12 months;
    - iii. 1 – 5 years;
    - iv. 5 years+
- (iv) ethnicity;
- (v) gender;
- (vi) disability; and
- (vii) sexual orientation.

PROVIDED THAT this information is provided voluntarily by the Local Residents concerned and that such obligation shall not be required where it would be unlawful for the Owner to provide or process it, except where a recognised exemption justified the collection of the information by the Council.

### **Construction Phase Education Commitments for Young People**

- 1.2.10 prior to Implementation of the Development to submit to the Council an Education Commitments Plan for the delivery of education-related benefits to local schools and colleges which arise from the Development for the Council's comment and approval, and to include but is not limited to: careers talks, Site visits, work experience placements, mentoring, curriculum-related activities connected to the Site, paid summer placements for undergraduates studying construction-related qualifications.
- 1.2.11 ensure delivery of Education Commitments Plan referred above in paragraph 1.2.10 above the Owner shall work with all contractors and sub-contractors to:
  - (i) build links with local schools and colleges in the regeneration area to enhance young people's awareness of the world of business and future employment;
  - (ii) helping young people to realise the relevance of education and training, and thereby to engage in learning, to achieve and to take up learning and training opportunities through to 19 years of age;

- (iii) establish links with Newham Education Business Partnership and local schools where facilitated by Workplace during the construction phases of the Development;
- (iv) provide for one-day teacher business placement opportunities to assist teachers to keep up-to-date with business practices, training requirements and expectations during the construction phases of the Development;
- (v) contribute to Newham Education Business Partnership work-programmes with schools around Careers Information, Education and Guidance, work-related learning, enterprise education and mentoring during the construction phase of the Development; and
- (vi) provide work-based learning opportunities, including where possible, apprenticeship opportunities for young people 16-19 during the construction phases of the Development.

## **Schedule 4 / Part 5**

### **Parking Permit Restrictions**

The Owner Covenants with the Council under the power granted by section 16 of the London Greater Powers (General Powers) Act 1974 in relation to all Controlled Parking Zones surrounding and within the Development to:

- 1 Waive all and any rights and entitlements to be granted a Parking Permit (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 2 To ensure that all tenancy or licence agreements relating to any Commercial Unit clearly states that:
  - (a) the person acquiring or Occupying the Commercial Unit is not to apply to the Council for a Parking Permit (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
  - (b) the person Occupying the Commercial Unit shall not be eligible to be granted a Parking Permit;
  - (c) the Council would refer to the provisions of this clause in its refusal to grant a Parking Permit; and
  - (d) clear notices are placed in the entrance to the Development and any communal areas as may be reasonable in the opinion of the Owner to inform Occupiers that Parking Permits will only be granted to the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 3 Prior to first Occupation of each Commercial Unit, to provide the Council a list of the new Commercial addresses with full address information at the Development and a plan of those new Commercial addresses.
- 4 On first Occupation of the Development, and in perpetuity, to maintain a management system to ensure that the provisions of this Part 5 of the Fourth Schedule are complied with unless and until such time that responsibility of such management system is transferred to a management company.

- 5      The Owner covenants not to include in any lease, licence or tenancy agreement of any Commercial Unit a right to a Parking Permit and to produce to the Council on request a copy of any such lease, licence or tenancy agreement.

## **Schedule 6**

### **The Council's Covenants**

1. The Council covenants with the Owner:
  - (a) to use the Contributions and other payments paid pursuant to this Deed solely for the purposes set out in this Deed; and
  - (b) to use its Reasonable Endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by the Owner to the Council; and
  - (c) to repay any Contributions or other payments paid pursuant to this Deed which are unspent fifteen (15) years from the date on which each such Contribution is paid under this Deed.

**THE COMMON SEAL of THE MAYOR** )  
**AND BURGESSES OF THE LONDON** )  
**BOROUGH OF NEWHAM** was hereto )  
affixed in the presence of )

Authorised Signatory

EXECUTED AS A DEED by **GLA LAND AND** )  
**PROPERTY LIMITED** )  
in the presence of )

Director

Director/Secretary