

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA070421-0125

5 July 2021

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 6 April 2021. Your request has been dealt with under the Environmental Information Regulations (EIR) 2004.

You asked for:

Your reference number for this planning application item was GLA/4963/01HS. All information requested relates to the period of 1 October 2020 up to and including 31 March 2021.

Please provide notes and minutes of any meetings, conversations or calls held with representatives and/or the agents of London Real Estate Development Limited, trading as 'Lifestory Group', 'Anthology', Anthology Kennington Stage Limited, or related companies, which are to be termed as the "developer" and with the Greater London Authority with specific regards to the above location site only. For the avoidance of any doubt please provide:

- *Planning advice reports or notes*
- *Planning application advice reports or notes*
- *The times and dates of any meetings held by the GLA with this party solely and/or with the aforementioned companies on this planning application.*
- *Notes of any meetings held*
- *Notes of any telephone conversations*
- *Email or written correspondence*

The above includes, but should not be limited to, internal discussions and advice as well as correspondence with the developer.

Our response to your request is as follows:

Please find attached the information the GLA holds within scope of your request. Please note that some names 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.

The GLA holds further communications within scope of your request and they fall under the exception to disclose at Regulation 12(4)(e) (Internal communications). Regulation 12(4)(e) applies to communications explicitly whereby GLA officials have engaged in open and frank conversations about a planning application in relation to how it affects an open and very live re-negotiation on a loan agreement we had with Anthology. We needed to fully understand and be cognisant of the risks associated with the planning application and any changes to future applications in light of ongoing negotiations for the loan, as well as management of the loan. If we had to curtail our conversations because of concerns over FOI disclosure, this could hamper our ability to manage the loan (especially as Anthology may want to subsequently withhold information from us) and put public money at risk.

Regulation 12 (4)(e) constitutes as qualified exemptions from our duty to disclose information under the EIR, and consideration must be given as to whether the public interest favouring disclosure of the information covered by this exemption outweighs the public interest considerations favouring maintaining the exemption and withholding the information.

The GLA acknowledges that there is a public interest in transparency in relation to planning and development matters, disclosure would enable the local community to understand more fully the decision-making process. Effective decision making should be informed by engaging with the public and key stakeholders; however, this engagement needs to be structured to be effective.

Release of this information at this time would divert attention and resources away from the task at hand and towards responding to external thoughts whilst discussions are still ongoing. This in turn would also be likely to have an adverse effect on the GLA's ability to engage in free-flowing and honest exchanges of views in the future as it is likely that officials would become reluctant to explore all options

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this letter.

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: [Freedom of information | London City Hall](#)

[REDACTED]

From: [REDACTED]
Sent: 01 October 2020 10:58
To: [REDACTED]
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [REDACTED]

Hope you are well. I have just tried to call you.

As you may know TfL are still keen to submit further evidence to the inspector to support their request for a £2m contribution towards the NLTH.

I haven't been involved in the latest discussions on tenure and viability so I don't know where the application is at in terms of viability/surplus/deficit. Would this request for £2m (or less possibly) undermine the viability of the scheme?

It would be good to quickly touch base on PV as well as the applicant is still trying to progress this with me.

Would you mind giving me a quick phone call when you have a minute?

Thanks

[REDACTED]

[REDACTED] MRTPI

Principal Strategic Planner, Development Management
GREATERLONDONAUTHORITY
City Hall, The Queen's Walk, London SE1 2AA
078 4982 [REDACTED]

[REDACTED] [london.gov.uk](https://www.london.gov.uk)
www.london.gov.uk/what-we-do/planning

[Register here](#) to be notified of planning policy consultations or sign up for GLA Planning News

From: [REDACTED] <[REDACTED]@lambeth.gov.uk>
Sent: 11 August 2020 14:12
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [REDACTED]

Understood – yes the it is under consultation. The consultation period ended in June but TfL are still free to make to representations if it assists the inquiry. Any representation would need to be made as soon as possible.

I would be happy to review a draft of the submission to ensure that there are no unnecessary conflicts in our arguments.

Thanks,



Principal Planner - Strategic Applications
Planning, Transport and Development
Sustainable Growth and Opportunity Directorate
London Borough of Lambeth

Tel: 0207 926 [redacted]
Email: [redacted] [lambeth.gov.uk](mailto:[redacted]@lambeth.gov.uk)
Web: <http://www.lambeth.gov.uk>

From: [redacted] [redacted] [[mailto:\[redacted\]@london.gov.uk](mailto:[redacted]@london.gov.uk)]
Sent: 11 August 2020 13:36
To: [redacted] [redacted] <[\[redacted\]@lambeth.gov.uk](mailto:[redacted]@lambeth.gov.uk)>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [redacted]

Thanks for getting back to me on the TfL contribution point. I agree that TfL request should be robustly justified.

I understand that TfL's preferred option is to send a written representation with a bit more detail. Has the PI consulted on this appeal so they can make a representation? Do you know about admin/submission timescales?

Thank you

Kind regards



From: [redacted] [redacted] <[\[redacted\]@lambeth.gov.uk](mailto:[redacted]@lambeth.gov.uk)>
Sent: 11 August 2020 13:04
To: [redacted] [redacted] <[\[redacted\]@london.gov.uk](mailto:[redacted]@london.gov.uk)>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [redacted]

Hope you're well. Just checking to see if there any news on this point. We're happy to work with TfL on this but just need to make sure our position is robust.



Principal Planner - Strategic Applications
Planning, Transport and Development
Sustainable Growth and Opportunity Directorate
London Borough of Lambeth

Tel: 0207 926 [redacted]
Email: [redacted] [lambeth.gov.uk](mailto:[redacted]@lambeth.gov.uk)
Web: <http://www.lambeth.gov.uk>

From: [REDACTED]
Sent: 29 July 2020 15:52
To: [REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [REDACTED]

Further to the emails below, I am now the planning witness leading on the appeal.

I've reviewed the correspondence and agree with [REDACTED] position set out earlier. We are in principle happy to secure a contribution towards strategic transport but as [REDACTED] has said we need to be satisfied it meets the legal tests. According to the transport statement there will be a level of use of E&C station as you would expect but we need to be sure that any contribution we secure is fairly and reasonably related in scale, as [REDACTED] has pointed out.

I note that large developments in Southwark have made sizable contributions but these were secured with the strength of an adopted SPD that had been viability tested and properly examined. We have no grounds for applying the same SPD across the border in Lambeth. Our Local Plan does have a general provision for seeking contributions to mitigate impacts on infrastructure but in the absence of a tested tariff or other formula we have to calculate this contribution on a case by case basis.

We had a similar situation for Elizabeth House, which [REDACTED] was involved in. We secured substantial funding for improvements to the Northern Line at Waterloo station. This was calculated by estimating what percentage of future LU usage would be generated by the development (2% in this case) and multiplying that by the funding gap that needed to be addressed. We would need a method with a clear logic like to secure a contribution that would stand up to the Inspector's scrutiny.

The other point to note is that this development is delivering 50% affordable housing and everything about the design (for better or worse) is led by this requirement. It is already at the limits of viability so any sizeable contribution would be difficult to sustain and might require cuts to other contributions.

We can support you in securing a contribution but it will need to be robustly justified.

Happy to discuss.

[REDACTED]

[REDACTED]
Principal Planner - Strategic Applications
Planning, Transport and Development
Sustainable Growth and Opportunity Directorate
London Borough of Lambeth

Tel: 0207 926 [REDACTED]
Email: [REDACTED] [lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)
Web: <http://www.lambeth.gov.uk>

From: [REDACTED]
Sent: 21 July 2020 11:13
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@lambeth.gov.uk>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi. Copied [REDACTED] in....

Principal Planner (Strategic Applications)
Planning, Transport and Development
Sustainable Growth and Opportunity
London Borough of Lambeth

Tel: 020 7926 [REDACTED]

Address: Postal deliveries – PO Box 734, Winchester, S023 5DG

Courier/by hand deliveries – Planning, Transport & Development, Civic Centre, 3rd Floor, Brixton Hill, London, SW2 1EG (NOTE: There is no reception service. Please call for collection.)



Please consider the environment before printing this e-mail

From: [REDACTED] [mailto:[REDACTED]@london.gov.uk]

Sent: 21 July 2020 11:00

To: [REDACTED] <[REDACTED]@lambeth.gov.uk>

Subject: FW: Woodlands: TfL request for £2m contribution

[REDACTED]

I have just tried to call you back to quickly discuss this.

Could you please give me the contact details of [REDACTED] who I understand will be taking this forward?

What is your position on the £2m contribution requested by TfL for the NLTH?

Thanks

[REDACTED]

From: [REDACTED]

Sent: 11 June 2020 15:00

To: [REDACTED] <[REDACTED]@lambeth.gov.uk>; [REDACTED] <[REDACTED]@lambeth.gov.uk>

Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@lambeth.gov.uk>; [REDACTED] (ST) <[REDACTED]@tfl.gov.uk>

Subject: RE: Woodlands: TfL request for £2m contribution

Thanks for your thoughts on this [REDACTED]. It's good to hear you agree with the principle of the contribution. I think of the three Reg 122 tests, the third ie fairly and reasonably related in scale and kind to the development, is always the most difficult to pin down. That is why we thought using the SPD/OAPF tariff was best, as this has been subject to some research in terms of viability and has previously been applied to comparable, successful developments.

Examples:

Eileen House in Newington Causeway approved by the previous Mayor in 2014 and now completed, and occupied I believe. 335 resi units. The strategic transport contribution secured was £3.18m. It also contributed £2.4m for public realm, plus a further £1m+ for education, bus stands, cycle hire etc.

One the Elephant approved in 2013. 284 resi units, now completed and occupied. Paid £2.6m towards strategic transport, plus £3.5m towards the leisure centre. This was on top of other contributions such as education and offsite affordable housing.

Heygate Estate, approved in 2013, now probably around 60% complete. Outline masterplan for c2,500 resi units. £13m contribution to strategic transport. Also £2.2m for bus services, £530k for cycle hire, £2.5m for employment during construction, £1m for health and play, plus a new park.

Rodney Road (Trafalgar Place) approved in 2013, 235 resi units, completed and occupied, RIBA award winner. £2.04m for strategic transport. Off site affordable housing payment and c£1m towards other items such as education, health and public realm.

Since the introduction of the Southwark CIL, we get regular payments from their CIL receipts as per an agreement that replaced the tariff payments. I picked out the other payments above to illustrate that, pre BCIL, there were other obligations on developers, so its not as simplistic as saying that the tariff was conceived in a pre-BCL days so its not relevant now.

A further thing to bear in mind that these are historic prices, so there is 6-7 years of inflation to consider and, further the strategic tariff payments in the s106s were subject to BCIS indexation. Of course some of these cited, successful developments are quite comparable to the Woodlands proposal, at 258 units, and they didn't have the benefit of the removed northern roundabout/other newly completed developments to show confidence in the area at the time of sales. For all these reasons, we feel the £2m request for the Woodlands proposal seems 'fairly and reasonably related in scale and kind to the development' when comparing to the developments above.

One area we could explore further is that the tariff was based on viability with a 35% affordable housing provision, and we acknowledge that the Woodlands offer is 50%. So we could consider a commensurate reduction in the contribution to reflect this.

Obviously we would like your support, either if it is determined by the council or goes to appeal. If the latter, we would in any event consider if it would be appropriate to submit further representations to the inquiry over and above the Stage 1 report/borough comments.

Regards

[REDACTED] | Principal Planner (Spatial Planning) | TfL City Planning
Transport for London | 9th Floor, 5 Endeavour Square, Westfield Avenue, E20 1JN
[REDACTED] [@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

From: [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>
Sent: 03 June 2020 12:02
To: [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>; [REDACTED] (ST) <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>
Subject: RE: Woodlands: TfL request for £2m contribution
Importance: High

Hi [REDACTED]

I appreciate that total funding requirements for the NLTH may have changed over time but as a planner I need to demonstrate that your request meets all of the 3 CIL tests. I agree there may be an in principle justification (test 1) for a contribution to be made but this needs to be balanced against how much has been secured in total (thus far) from other developments. In absence of this, I am unable to support this.

You may also be aware, the Woodlands case is now the subject of a non-determination appeal and an inquiry will be held at some point this year. Inspectors are probing individuals and don't take kindly to council's making unjustified requests. I would like this point resolved one way or another before then so if you are able to mobilise your resources or contacts to advise further I would be grateful.

Thank you for your time in any case,

[REDACTED]

[REDACTED] [REDACTED]

Principal Planner (Strategic Applications)
Planning, Transport and Development
Sustainable Growth and Opportunity
London Borough of Lambeth

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Address: Postal deliveries – PO Box 734, Winchester, S023 5DG

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From: [REDACTED] [REDACTED] [mailto:[REDACTED]@tfl.gov.uk]

Sent: 03 June 2020 11:20

To: [REDACTED] [REDACTED] <[REDACTED]@lambeth.gov.uk>

Cc: [REDACTED] [REDACTED] <[REDACTED]@lambeth.gov.uk>; [REDACTED] [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] [REDACTED] <[REDACTED]@lambeth.gov.uk>; [REDACTED] [REDACTED] (ST) <[REDACTED]@tfl.gov.uk>

Subject: RE: Woodlands: TfL request for £2m contribution

Hi [REDACTED]

I think, certainly in my time covering Lambeth, the Woodlands application is the first large one in the E+C catchment in Lambeth, so it's a pioneer in respect of this approach.

On the Southwark side there are numerous permissions that paid the tariff eg Lend Leases Elephant One and Elephant Park and the s106s are available on the Southwark planning database. Now most of the developments are paying local CIL eg the shopping centre redevelopment, which Southwark then uses a proportion of to pay TfL as part of the funding package, though as I think I pointed out before, the project costs are currently estimated to be more than the amount in the previously agreed funding envelope, so every little helps. To this end, we also recently had success in getting support from Southwark to lever some funding for NLTH for an office proposal in Rockingham Street that was not liable for local CIL and therefore not contributing to mitigation. The Mayor's Stage 2 report is [here](#) if you are interested.

Regards

[REDACTED]

From: [REDACTED] [REDACTED] <[REDACTED]@lambeth.gov.uk>

Sent: 02 June 2020 12:41

To: [REDACTED] [REDACTED] <[REDACTED]@tfl.gov.uk>

Cc: [redacted] <[redacted]@lambeth.gov.uk>; [redacted] <[redacted]@tfl.gov.uk>; [redacted]
<[redacted]@lambeth.gov.uk>; [redacted] (ST) <[redacted]@tfl.gov.uk>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [redacted]

Can you provide information on what has been secured from other developments in the area?

Thanks,

[redacted]

From: [redacted] [mailto:[redacted]@tfl.gov.uk]
Sent: 01 June 2020 15:00
To: [redacted] <[redacted]@lambeth.gov.uk>
Cc: [redacted] <[redacted]@lambeth.gov.uk>; [redacted] <[redacted]@tfl.gov.uk>; [redacted]
<[redacted]@lambeth.gov.uk>; [redacted] (ST) <[redacted]@tfl.gov.uk>
Subject: RE: Woodlands: TfL request for £2m contribution

Hi [redacted]

We used the Elephant and Castle SPD, which has a lot of viability assessment work behind it, albeit fairly 'historic' ie early 2010's. That gives a s106 rate of £104/m² of resi floorspace for the 'strategic transport tariff' for the area. Putting aside the current issues, the development economics of the area must now much stronger now than then, as 2012 was a 'pioneer' time with very little development, the northern roundabout was still in place, the Heygate estate still up and there was just a vacant plot where 'Elephant One' is now. Now the roundabout has gone, there is new leisure centre and we are seeing major development momentum with Lend Lease in particular, and now Delancey. No doubt the Woodlands developer will use all this in their sales pitch for their flats.

Woodlands proposal is for 18,197m² resi, so that's £1,892,488 in 2012 prices, which is equivalent to £2,251,578.51 now, according to the Bank of England inflation calculator. As we have quoted £2m we would accept that. The tariff is explained in policy 20 of the SPD, which can be found in this [link](#) (page 66 of the pdf).

I hope this is something you could support, especially in the context of the current situation regarding TfL finances ie that any funding shortfalls for projects may not be able to be met without 3rd party contributions, putting projects at risk from delay/cancellation. If for whatever reason NLTH is cancelled/significantly delayed, it seems inevitable that the station will need extended management measures to control crowding in the future, with all the growth happening in E+C eg gateline controls/one way systems/extended station closures, which will directly impact on the Woodlands residents in terms of extended journey times, more uncomfortable journeys and less convenient route choices.

Regards

[redacted]

From: [redacted] <[redacted]@lambeth.gov.uk>
Sent: 01 June 2020 12:24
To: [redacted] <[redacted]@tfl.gov.uk>
Cc: [redacted] <[redacted]@lambeth.gov.uk>; [redacted] <[redacted]@tfl.gov.uk>; [redacted]
<[redacted]@lambeth.gov.uk>
Subject: FW: Woodlands: TfL request for £2m contribution
Importance: High

Hi [redacted] hope you're well.

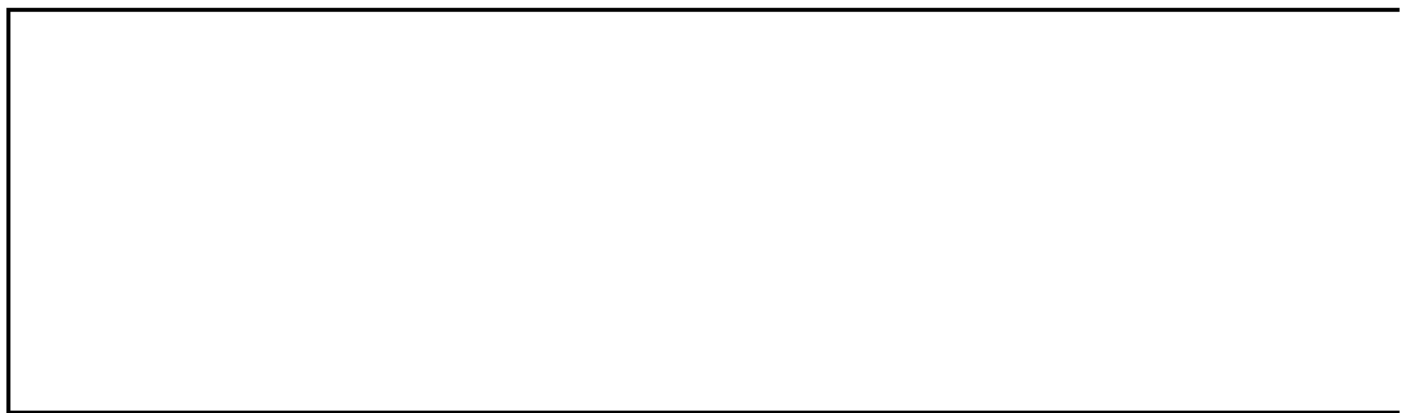
We need details of how the proposed £2m contribution to the NLTH was calculated before we can consider this – can you assist? Quite urgent as [REDACTED] needs to write the report in the next day or so.

Regards,

[REDACTED]
[REDACTED]
Transport and Public Realm Strategy Manager
Sustainable Growth and Opportunity Directorate
Phone: [REDACTED]
Email: [REDACTED] [lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)
Website: www.lambeth.gov.uk/planning

Address: Postal deliveries - PO Box 734, Winchester, SO23 5DG
Courier/by hand deliveries – Planning, Transport & Development, Civic Centre, 3rd Floor, Brixton Hill, London, SW2 1EG

Lambeth – the cooperative council



From: [REDACTED]
Sent: 01 June 2020 08:46
To: [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>; [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@lambeth.gov.uk](mailto:[REDACTED]@lambeth.gov.uk)>
Subject: Woodlands: TfL request for £2m contribution
Importance: High

Hi [REDACTED]

Hope you are both well.

Urgent need to discuss with both re. TfL contribution of £2m towards improvements to northern line ticket hall at Elephant and Castle – see GLA Stage 1 response attached. It is set out that this was a strategic tariff applied to all developments coming out of the E&COA and then was succeeded by Southwark CIL. Seems to me TfL are trying to lump the whole cost of facility onto this development? Please could you advise me of your thoughts?

Thanks,

[REDACTED]
Principal Planner (Strategic Applications)

[REDACTED]

From: [REDACTED]
Sent: 01 October 2020 14:58
To: [REDACTED]
Subject: RE: woodlands energy

Hi [REDACTED]

Thanks I have shared this with my energy colleagues.

I will get back to you asap.

[REDACTED]

From: [REDACTED] <[REDACTED]@tpbennett.com>
Sent: 30 September 2020 11:54
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: woodlands energy

Hi [REDACTED] hope you are well [REDACTED]

Our energy consultant has put together responses (in green), which hopefully now bottoms this out. I am about to do you a file transfer with all the associated documents.

Cheers and I will give you a call early next week.

Hi [REDACTED]

Hope you are well

Please find the post stage I energy comments for case 4963 Woodland Nursing Home below [in blue text](#). Could you please address all of our standard requirements (all items below)? Further information is still needed on a lot of items.

2. The applicant is encouraged to use the GLA's Carbon Emission Reporting spreadsheet, which has been developed to allow the use of the updated SAP 10 emission factors alongside the SAP 2012 emission factors. The link to the spreadsheet can be found here: <https://www.london.gov.uk/what-we-do/planning/planning-applications-and-decisions/pre-planning-application-meeting-service-0>. This is encouraged to be submitted for review.

The applicants response suggests that this file has been submitted; however, this has not been include in the submission documents received. This should be provided to support the carbon emissions reported within the energy statement.

The applicant suggests this has been submitted, however, it has not been received. The spreadsheet should be submitted for review.

This is still outstanding.

Spreadsheet enclosed as well as associate Rev 3 version of the EA

5. The domestic element development is estimated to achieve a reduction of 16 tonnes per annum (8%) in regulated CO2 emissions compared to a 2013 Building Regulations compliant development. The applicant should note that the new draft London Plan includes a target of a 10% improvement on 2013 Building Regulations from energy efficiency which applicants should be aiming towards. The applicant should therefore model additional energy efficiency measures and commit to higher carbon savings through energy efficiency alone.

The applicant has asked for clarification of the measures that should be investigated. Based on the findings of the GLA supporting study for this policy requirement and similar applications it is suggested that improved window U-values are investigated as well as the design air tightness level. The specification as a whole should be able to meet the 10% carbon emission saving for this scenario based on the construction type proposed. The applicants design team should investigate improved assumptions for the proposed specification that will be deliverable at the later design stages.

The applicant has suggested they have re-tested the U-Values and air tightness against the 2013 Building Regulations and the results show that the adjustment of the external window U-value and the buildings design air permeability has improved the site-wide thermal performance of the building and reduced the calculated CO2 emissions to achieve 12.95% improvement over the Part L target through the adoption of the Be Lean measures alone. The glazing U-value has been reduced to 1.3W/m2K and the Air permeability has been reduced to 3m3/hm2 @50Pa. This is welcomed. Nothing further required.

This is correct and we have issued a separate design note (attached) to communicate this result. An update to the EA has not been made, or the reporting spread sheet, to represent this. If we are to proceed on this basis perhaps the EA and the spread sheet should be updated and re-submitted to formalise? Let me know what's required.

13. A Dynamic Overheating Analysis has been undertaken to assess the overheating risk within the dwellings using the CIBSE TM59 methodology and the London Design Summer Year 1 (DSY1) weather file: 2020s, High emission, 50% percentile scenario. The applicant should also investigate the risk of overheating using the DSY 2 & 3 weather files.

The applicant has not submitted any further overheating results for the DSY 2 and DSY 3 weather files.

The applicant has not submitted overheating results for the DSY 2 and DSY 3 weather files. As per the GLA's Energy Assessment Guidance (October 2018), they are required to submit these assessments.

This item is outstanding.

Using the TM 49 weather data sets DSY 2 and DSY 3 is not a requirement for passing the TM 59 overheating criteria. Previously Bioregional had recommended that the over heating model is run again, referencing TM 59 and 49, as a pre-commencement of groundworks condition. I believe this is acceptable based on the principle that using the DSY 2 and DSY 3 weather files for the test is done to inform a worst case overheating strategy, not to demonstrate a pass, which is what is defined in TM 59.

17. The applicant has carried out an investigation and there are no existing or planned district heating networks within the vicinity of the proposed development. Correspondence from multiple network operators has been provide to support this. Confirmation from the proposed Elephant and Castle network should be sought and provided.

The applicant is required to submit correspondence relating to the proposed Elephant and Castle district heating network.

The applicant has not been able to contact the E&C Network and has requested contact details if available. The applicant should ask the borough energy officer if they have a contact.

This item is still outstanding.

We have had confirmation from VNEB and SELCHP that connections to their system are not viable. Do you know who the borough energy officer is?

18. The applicant should provide a commitment to ensure that the development is designed to allow future connection to a district heating network. Drawings demonstrating how the site is to be future-proofed for a

connection to a district heating network should be provided; these should include space provision for heat exchangers in the plant room, isolation valves, safe-guarded pipe route to the site boundary etc.

The applicant is required to submit drawings demonstrating how the site is to be future-proofed for a connection to a district heating network including the space provision for heat exchangers in the plant room, isolation valves and details of the safe-guarded pipe route to the site boundary.

The applicant has provided the requested drawings.

Nothing further required.

19. The applicant is proposing to install a communal heat network. However, the applicant should confirm that all apartments and non-domestic building uses will be connected to the communal heat network. A drawing showing the route of the heat network linking all uses on the site should be provided.

The applicant is required to submit a technical drawing for the proposed distribution system to demonstrate that it is connected to all heat demands on site.

The applicant has provided the requested drawing.

Nothing further required.

20. Indicative information on the network's operating temperatures (flow and return temperatures) have been submitted; however, the applicant should provide detailed information on the anticipated distribution heat losses. The applicant should design the system in such a way that losses are minimised as far as possible.

This information should be provided by the applicant.

Information on the flow and return temperatures has been provided. They should still provide detailed information on the anticipated distribution heat losses.

This item is still outstanding.

The system will be designed to operate a weather compensating control strategy (variable temperature) where possible to minimise summer heat losses. All pipe insulation will be installed in accordance with BS5970 and include for valve boxes and insulated hangers. Calculations for the system heat losses will only be possible, with any degree of accuracy, at the next stage of design.

21. Further information on the floor area, internal layout and location of the energy centre should be provided.

This information should be provided by the applicant.

The applicant has provided the requested drawing.

Nothing further required.

24. The feasibility study for renewable technologies eliminated the use of a GSHP on the grounds that the Northern Line runs below the development. It is noted that the northern line would offer an opportunity for higher grade waste heat than the ground and may be more accessible if a ventilation shaft is in the vicinity of the development. The applicant should investigate the feasibility of such a waste heat connection and should provide evidence that TFL have been contacted to investigate the potential to extract heat from the Northern line tunnels via a ventilation shaft.

The applicant has stated that the potential to draw waste heat from the northern line tube is not feasible. They should provide details of this feasibility assessment.

The applicant has confirmed that they have been in contact with TfL to investigate this and TfL have identified that there are no vents within the boundary of the site and therefore any heat recovery operation the site could benefit from would most feasibly have to be as an addition to a local District Heat Network. Nothing further required.

25. Centralised heat pumps are being proposed in the form of ASHPs. Further information on the heat pumps should be provided including:

A detailed response is required for all of the points.

The applicant has responded to each point in turn.

a. The heat pump's total capacity (kWth). **The applicant has suggested they have provided this data – it has not been located. It is requested that this is re-submitted and sign-posted. This item is outstanding. The heat pumps total capacity is estimated at 600kW.**

b. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads. **The applicant has suggested they have provided this data – it has not been located. It is requested that this is re-submitted and sign-posted. This item is outstanding. The estimated heating energy from the ASHP system is 425,664 kWh p.a.**

c. Details of how the Seasonal Coefficient of Performance (SCoP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water). **The applicant has suggested they have provided this data – it has not been located. It is requested that this is re-submitted and sign-posted. This item is outstanding. The SCoP for the heat pumps used in the energy calculation modelled is 2.5, note that the final equipment selection is expected to improve on this figure e.g the example ASHP units attached show an SCoP in the region of 3.3. The SEER is not applicable as the units are not used for cooling.**

d. Manufacturer datasheets showing performance under test conditions for the specific source and sink temperatures of the proposed development and assumptions for hours spent under changing source temperatures. Whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions.

The applicant has suggested these can be submitted in a redacted form to ensure commercial anonymity; they are required to be submitted in such a way that demonstrates the performance claimed is achievable; redacted should suffice. They should also confirm whether any additional technology is required for hot water top up and how this has been incorporated into the energy modelling assumptions. This item is outstanding. An example ASHP model data sheet is attached, temperature top up for generation of hot water is achieved by the high efficiency gas boilers.

e. An estimate of the expected heating costs to occupants, demonstrating that the costs have been minimised through energy efficient design.

As requested, the applicant should provide estimate of the expected heating costs to occupants, demonstrating that the costs have been minimised through energy efficient design; they can find full details in Energy Assessment Guidance. This item is outstanding. For a top floor 3 bed apartment example we estimate the annual energy usage for heating and hot water to be:

Electricity 1,400kWh per year

Gas 2,200 kWh per year

Note that these figures include and allowance for the central system distribution electrical energy consumption and heat losses. The final cost will need to include for the primary energy supply rate and the system maintenance/operation charges.

f. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently. **This information has been provided in the form of a schematic. Nothing further required.**

g. A commitment to monitor the performance of the heat pump system post-construction to ensure it is achieving the expected performance approved during planning. (It is recommended that boroughs condition this). **The applicant has suggested this is addressed by a condition. A condition would be accepted for this item.**

26. The applicant is required to maximise the on-site savings from renewable energy technologies, regardless of the London Plan targets having been met, and therefore the PV proposals should be reviewed. Therefore, the conclusion that PV is not included due to the scale of the viable array should be revised.

The applicant has provided a detailed roof layout demonstrating that there is 128m² available for PV. They should include a PV installation where this is feasible. The commercial viability due to the scale is not considered as a barrier.

The applicant has suggested that there is very limited residual roof space to accommodate PV panels which is not required for other equipment (including for ASHP) and maintenance. Including a very small amount of PV panels is cost prohibitive, while creating a maintenance cost burden. They should outline the size of PV that could be accommodated. If this is at least the size that would be accommodated in a domestic house, this should be provided.

I had sent the available area calculation to [REDACTED] email attached. I will leave it to you and [REDACTED] to decide how to respond. Call me if you want to talk through.

30. The applicant is required to confirm either the amount of funding that will be paid into the borough's carbon offset fund or that an agreement has been reached with the borough that the applicant will undertake a carbon reduction project off-site to meet the shortfall. In both cases evidence of correspondence with the borough confirming the approach should be provided.

The applicant has confirmed that 71 tonnes of CO₂ will need to be offset and that the Energy Assessment guidance on calculating the offset will be followed. Text from the draft S106 agreement should be provided to evidence the agreed amount and payment mechanism.

The applicant has suggested that there is very limited residual roof space to accommodate PV panels which is not required for other equipment (including for ASHP) and maintenance. Including a very small amount of PV panels is cost prohibitive, while creating a maintenance cost burden. They should outline the size of PV that could be accommodated. If this is at least the size that would be accommodated in a domestic house, this should be provided.

This item is still outstanding. This is a repeat of the point above.

32. The carbon dioxide savings fall short of the target within Policy 5.2 of the London Plan. The applicant should consider the scope for additional measures aimed at achieving further carbon reductions.

The proposals achieve the Policy 5.2 target. Nothing further required.

[REDACTED]
Director

[REDACTED]

From: [REDACTED]
Sent: 02 October 2020 09:47
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Kennington Stage - TfL contribution
Attachments: Woodlands Nursing Home reps v2.docx

Hi [REDACTED]

As discussed here is the draft letter TfL is currently working on.

The current gross Estimated Final Cost of Northern Line Ticket Hall is c. £196m, of which, 47% is third party funded, leaving a net cost to TfL of c.£103m to fund.

The TfL case officer working on this is [REDACTED]

[REDACTED] | Principal Planner (Spatial Planning) | TfL City Planning
Transport for London

[REDACTED]@tfl.gov.uk

As discussed if you could send me a very brief summary of the red book's conclusions that would be helpful.

I will let you know how this progresses.

Thanks

From: [REDACTED] <[REDACTED]@london.gov.uk>
Sent: 24 September 2020 17:07
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Kennington Stage - TfL contribution

Thanks [REDACTED]

I'm around tomorrow morning for a catch up.

[REDACTED]

[REDACTED]

Head of Housing Delivery & Compliance, Housing and Land
GREATERLONDONAUTHORITY
Union Street, London SE1 0LL
020 7983 [REDACTED] | 078 2590 [REDACTED]

london.gov.uk

[REDACTED]@london.gov.uk

[REDACTED]

From: [REDACTED] <[REDACTED]@london.gov.uk>
Sent: 24 September 2020 09:15
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Kennington Stage - TfL contribution

Hi [REDACTED]
Thanks for getting in touch. I will clarify a few things with colleagues and get back to you later today.
It would be good to discuss.
[REDACTED]

From: [REDACTED] <[REDACTED]@london.gov.uk>
Sent: 23 September 2020 17:23
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: FW: Kennington Stage - TfL contribution
Importance: High

Hi [REDACTED]

Before I get in touch with TfL, I'd appreciate your views on the attached / below. Happy to chat if that's easier.

Thanks

[REDACTED]

[REDACTED]

Head of Housing Delivery & Compliance, Housing and Land
GREATERLONDONAUTHORITY
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020 7983 [REDACTED] | 078 2590 [REDACTED]

london.gov.uk
[REDACTED]@london.gov.uk

[REDACTED]

From: [REDACTED] <[REDACTED]@lifestory.group>
Sent: 23 September 2020 15:11
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: Rickardo Hyatt <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@lifestory.group>; [REDACTED] <[REDACTED]@lifestory.group>
Subject: Kennington Stage - TfL contribution

Hi [REDACTED]

I was wondering whether you might be able to provide some assistance in relation to an issue we are having with TfL regarding our Kennington Stage planning application.

As you are aware, the public inquiry for the project is due to commence in November. We have resolved all outstanding issues with your planning team but there does remain one issue with TfL. TfL are seeking a S106 contribution from the scheme towards the upgrade of Elephant & Castle underground station of £2million.

LB Lambeth officers, your own planning officers and ourselves do not believe that this contribution is in any way justified. We have prepared a paper for the GLA / TfL explaining our views on this (see attached) but TfL have not dropped the point. They are now stating that they will be writing to the Planning Inspector to seek to ensure that the contribution is paid, should planning be granted.

As I am sure you can appreciate, this contribution is not within our figures, including the submitted financial viability assessment as part of the planning application, and writing to the Inspector on this point could be damaging to our chances of success at the appeal if it is felt that we are not 'paying our way'.

Would it be at all possible for you to look into this and possibly intervene to ensure, at the very least, that TfL do not write to the Inspector on this point? I believe that would be hugely counter-productive from all of our perspectives.

Please feel free to give me a call if you would like to discuss.

Kind regards,

[Redacted]

[Redacted]

Operations Director (Land & Planning)

[Redacted]

Transport for London



Your ref: APP/N5660/W/20/3248960

Our ref: LMBT/19/422

Transport for London
Spatial Planning

5 Endeavour Square
Westfield Avenue
Stratford
London E20 1JN

Phone 020 7222 5600
www.spatialplanning@tfl.gov.uk

xx September 2020

Dear Madam/Sir

Woodlands Nursing Home, 1 Dugard Way, LONDON SE11 4TH

You will have been provided with TfL's comments on the above application submitted directly to the London Borough of Lambeth and advice to the Mayor, as reflected in the Stage 1 report and initial representation letter of 20 January 2020.

Commented [HA1]: checking

I thought you would find it useful if further evidence is provided to support this position to assist in the determination of the application. I would like to focus on the requests for s106 contributions towards Santander Cycle Hire expansion and the Elephant and Castle Northern-line ticket hall projects.

Cycle Hire

Santander Cycle Hire is one of the success stories of 2020 and is playing a key role in the post-pandemic recovery, giving people an alternative to public transport. Increasing local cycle hire capacity and filling gaps in the network is a standard mitigation secured in many inner London developments, in line with Intend-to-Publish London Plan Policy T3 (Transport capacity, connectivity and safeguarding), part C and Mayor's Transport Strategy Proposal 6 and Policy 2 to encourage active and healthy travel. Supporting table 10.1 of Intend-to-Publish London Plan Policy T3 cites 'Cycle Hire network development' as a key indicative transport scheme. Intend-to-Publish London Plan Policy T3 Part C states:

Commented [HA2]: any good facts and figures to quote ?

'Development proposals should provide adequate protection for and/or suitable mitigation to allow the relevant schemes outlined in Table 10.1 to come forward.'

MAYOR OF LONDON



VAT number 756 2769 90

Cycle hire docking stations in this area are mid ranking in terms of usage, however, a clear gap in the network exists around the proposed development, as shown on plan A below, the red circles being existing cycle hire docking stations.

Commented [HA3]: can you provide any further details ?

We consider that the development would benefit from a new docking station in Brook Drive that would provide residents with much more convenient access to hire bikes, as well as providing additional local capacity to meet the increase in demand from the development. We can re-use existing docking points and a terminal, hence the cost of installing a docking station as part of this development would be around £150,000, including operational expenditure – this is considerably less than the usual cost of £220,000, due to re-use of existing equipment.

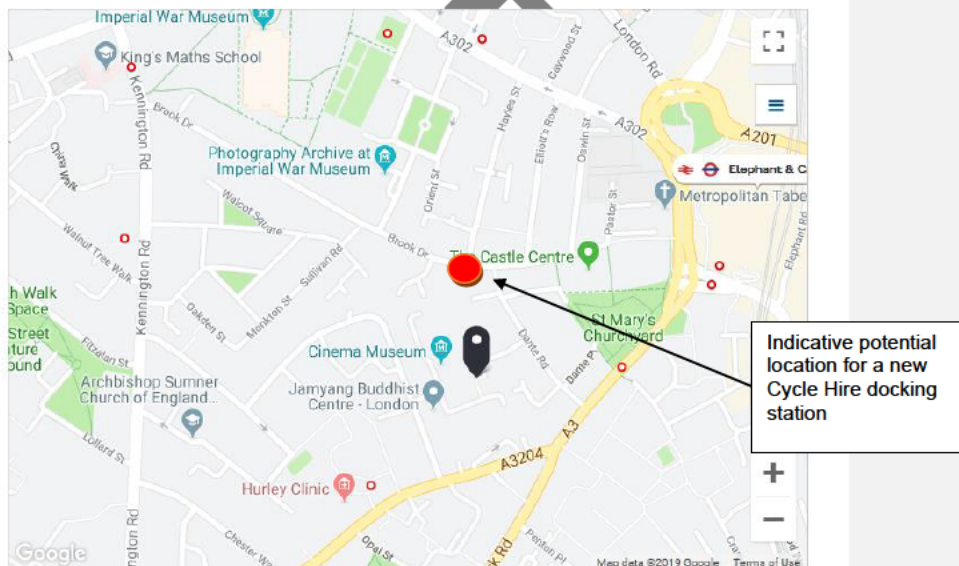


Figure A: local Santander Cycle Hire docking stations surrounding the application site

We therefore reiterate our request that £150,000 is secured in the s106 agreement for this purpose, for payment 6 months prior to first occupation. We consider this meets the three CIL regulation 122 tests, particularly with the reduced costs, and will result in the development further according with the Intend-to-Publish London Plan and Mayor's Transport Strategy policies cited above, as well as emerging Lambeth local plan policy T3.

The emerging Lambeth local plan policy T3 also requires a minimum of three years free membership of the Cycle Hire scheme for each dwelling, regardless of tenure, should be provided in new residential developments. We therefore support this provision being secured, should planning permission be granted.

Norther Line Ticket Hall project

The Elephant and Castle Supplementary Planning Document (SPD) and Opportunity Area Planning Framework (OAPF) (March 2012)¹ identifies two strategic transport projects that are essential to accommodate the projected growth in the Opportunity Area (OA) that are a priority for developer contributions, namely the Northern Line Ticket Hall (NLTH) upgrade project and Northern Roundabout removal (policies SPD 10 and SPD 20, and Appendix 3). The latter was delivered by TfL in 2015, but the NLTH project is still in development as it is dependent on the redevelopment of the Elephant and Castle Shopping Centre, which received planning permission in late 2019. Commencement of demolition of the shopping centre is due **next month**.

The developer of the shopping centre site, Delancey, is obligated to provide the 'station box' as part of the development's basement that LU will subsequently 'fit out' and undertake further sub-surface works to connect to the Northern line platforms. The current projected opening of the NTLH is early 2029.

The NLTH project will provide a much-enlarged ticket hall area (which safeguards for the proposed Bakerloo line upgrade and extension) and, crucially, escalators to the Northern line platforms, replacing the severely capacity constrained lifts. The project will also provide 'step free' access to the Northern line platforms for the first time.

Modelling by London Underground has shown that, without NLTH, station management measures e.g. gateline restrictions/station closures will become a more regular occurrence at peak times than now and will last longer. Pre-pandemic Legion modelling showed that if the station was not upgraded, circa 1,925 customers would need to wait outside the station by 2031. Legion modelling graphically shows the potential implications of this, as show in figure B below:

¹ <https://www.southwark.gov.uk/assets/attach/1817/1.0.5-Elephant-Castle-SPD-OAPF.pdf>



Figure B: Legion modelling showing potential queuing to enter Elephant and Castle station without the NLTH project in 2031.

A funding package for NLTH and the Northern roundabout has been agreed with Southwark council and the GLA. The council have committed £63m towards the two projects. This is supported by developer contributions, largely in the form of borough CIL payments and s106, which replaced the Elephant and Castle SPD strategic transport tariff (STT).

£63m flows to the GLA over time (of which, £56.4m is available for NLTH after the completion of the Northern Roundabout project came in under budget) and the GLA passes funds to TfL in line with actual spend incurred.

A further £30m has been provided by the GLA towards the scheme (£5m through the existing funding agreement and a further £25m was secured in August 2020 via the GLA's Strategic Investment Fund), as well as a further £7.5m from Southwark council for the safeguarding of BLUE (agreed in principle by Southwark's Cabinet in January 2020), so the value of 3rd party funding for

NLTH is £93.9m. TfL takes all cost increase risk and shares an element of cost savings if the total cost of the two projects is less than £150.6m.

The current gross Estimated Final Cost of NLTH is c. £196m, of which, 47% is third party funded, leaving a net cost to TfL of c.£103m to fund.

The appealed planning application (July 2019 Transport Statement compiled by Vectos) estimated the following trips:

Table 5.2 – Proposed Multi-Modal Trip Generation

Journey Purpose	Travel to Work Data	08:00-09:00		17:00-18:00	
		Arrivals	Departures	Arrivals	Departures
Underground	28%	4	26	18	12
Train	7%	1	6	5	3
Bus	27%	4	25	18	11
Taxi	0%	0	0	0	0
Motorcycle, scooter or moped	1%	0	1	1	0
Driving a car or van	0%	0	0	0	0
Passenger in a car or van	1%	0	1	0	0
Bicycle	10%	1	9	7	4
On foot	26%	4	24	17	11
Total	100%	14	93	66	42

Table 5.3 – Breakdown of Underground Trips

Station	Underground Line	Direction	Morning		Evening	
			Arrivals	Departures	Arrivals	Departures
Elephant and Castle	Northern Bank	NB	0	6	1	3
		SB	1	2	4	1
	Bakerloo	NB	1	8	5	4
Kennington	Northern Bank	NB	0	4	1	2
		SB	1	1	3	0
	Northern Charing Cross	NB	0	4	1	2
		SB	1	1	3	0
		TOTAL	4	26	18	12

Firstly, you will note that, as per the Stage 1 report (paragraph 76), we consider that the trip rates sourced from TRICS to estimate the trip generation for the development used sites within suburban locations that are further from the CAZ and are not representative of the site location characteristics. The site is close to Elephant and Castle, and as such 'Edge of Town Centre' sites within TRICS would be considered more applicable. Therefore, we consider the impact of the development on the transport network is underestimated.

In addition, the 28% mode share used for the Underground is considerably lower than the survey data from the Strata residential building in Elephant and Castle that Lend Lease used for the trip generation from their 'Trafalgar Place' residential development approved in 2013 (Southwark planning reference 12/AP/2797). The Strata data, extracted from the transport assessment, is shown below, adjusted to reflect that it does have some car parking:

Table 8.4: Adjusted Residential Mode Share for the AM and PM Peak Periods

Mode	AM Peak (08:00 – 09:00)			PM Peak (17:00 – 18:00)		
	In	Out	Overall	In	Out	Overall
Tube	40%	38%	39%	42%	30%	36%
Rail	9%	7%	8%	4%	4%	4%
Bus	12%	22%	17%	12%	25%	18.5%
Car Driver	3%	2%	2.5%	2%	5%	3.5%
Car Passenger	2%	2%	2%	2%	3%	2.5%
Taxi	1%	1%	1%	1%	1%	1%
Cycle	7%	4%	5.5%	8%	4%	6%
Motorcycle	5%	2%	3.5%	6%	7%	6.5%
Walk	21%	22%	21.5%	24%	21%	22.5%
Total	100%	100%	100%	100%	100%	100%

Thus, we consider the Underground trip generation is underestimated. Indeed, the Trafalgar Place planning application material estimated the following Underground trips:

Table 9.1: AM and PM Peak Hour Underground Trips by Line

Line	AM Peak (07:00 – 08:00)			PM Peak (17:00 – 18:00)		
	In	Out	Total	In	Out	Total
Northern	18	30	48	19	20	39
Bakerloo	9	15	24	10	10	20
Total	27	45	72	29	30	59

Trafalgar Place is a 235-home development, so a similar size to the appealed application, and lies in a similar location to the appeal site but on the other side of the OA. As can be seen, the Underground trip generation is considerably higher than that suggested for the appealed application.

We do acknowledge that some Underground trips from the appealed application would use Kennington to access the Charing Cross branch of the Northern line but we consider the majority of trips will be via Elephant and Castle in order to access the City via the Bank branch of the Northern line and, further into the future, subject to approval, the extended and upgraded Bakerloo line to access the West End, particularly with the improved accessibility afforded by the NLTH.

Intend-to-Publish London Plan Policy T3 Transport capacity, connectivity and safeguarding part D states:

'In Development Plans and development decisions, particular priority should be given to securing and supporting the delivery of upgrades to Underground lines...(and)...Bakerloo line extension'

Supporting table 10.1 lists the Bakerloo line extension and London Underground station capacity programme and step-free stations as key indicative projects. Intend-to-Publish London Plan Policy T3 Part C states:

'Development proposals should provide adequate protection for and/or suitable mitigation to allow the relevant schemes outlined in Table 10.1 to come forward.'

Intend-to-Publish London Plan Policy T4 Assessing and mitigating transport impacts part C, states:

'Where appropriate, mitigation, either through direct provision of public transport, walking and cycling facilities and highways improvements or through financial contributions, will be required to address adverse transport impacts that are identified.'

Paragraph 110 of the NPPF also sets out a requirement for developments to facilitate access to high quality public transport and to address the needs of people with disabilities and reduced mobility in relation to all modes of transport. As mentioned above, NLTH will provide step-free access to the Northern line and safeguards this for the Bakerloo line for the first time, and this is not available at Kennington. It will also improve journey quality and journey time reliability for residents, for example those with luggage.

Policy 13 of the Mayor's Transport Strategy states:

The Mayor, through TfL and the boroughs, and working with stakeholders, will seek to make the public transport network easier and more pleasant to use,

enabling customers to enjoy comfortable, confident, safe and secure, informed and stress-free travel.

Policy 14 of the Mayor's Transport Strategy states:

'The Mayor, through TfL and the boroughs, and working with stakeholders, will seek to enhance London's streets and public transport network to enable disabled and older people to more easily travel spontaneously and independently, making the transport system navigable and accessible to all and reducing the additional journey time that disabled and older users can experience.'

So we consider that a contribution towards NLTH is necessary and directly related to the development that is subject to the appeal, as it will add trips to an already crowded public transport node and where TfL has a firm plan to address the issue. The residents of the development would enjoy better journeys, particularly those with a disability or lower mobility. It therefore seems reasonable and equitable that the appealed application, should it be approved, contributes towards this mitigation, as developments within Southwark have and continue to do so. The development would also then comply with London Plan policy 6.1, Intend-to-Publish London Plan policies T3 and T4 and help deliver key policies in the Mayor's Transport Strategy.

Policy SPD 20 of the Elephant and Castle SPD/OAPF introduced the concept of the strategic transport tariff (STT), which was set at a rate of £104 per m² for residential developments. The rationale for this rate is set out in paragraphs 4.7.5 and 4.7.6 of the SPD/OAPF and considers development viability.

Prior to the borough CIL being introduced in Southwark, the STT was secured in several residential developments in the Elephant and Castle area, for example:

- The redevelopment of Eileen House in Newington Causeway (335 homes) REF was approved by the previous Mayor in 2014 and now completed. The STT contribution secured was £3.18m. The development also contributed £2.4m for public realm, plus a further £1m+ for education, bus stands, and cycle hire.
- One the Elephant (284 homes) REF in Newington Butts was approved in 2013 and is now completed and occupied. This contributed £2.6m of STT, plus £3.5m towards the new leisure centre. This was on top of other contributions such as education and offsite affordable housing.
- The redevelopment of the Heygate Estate REF approved in 2013, now around 60% complete. The outline masterplan for c2,500 resi units secured a contribution of £13m of STT, as well as £2.2m for bus

services, £530,000 for cycle hire, £2.5m for employment during construction, £1m for health and play, plus a new park.

- The aforementioned Trafalgar Place development, approved in 2013, now completed and occupied and a RIBA award winner contributed £2.04m of STT, alongside an off-site affordable housing payment and c£1m towards other items such as education, health and public realm.

These are example of successful developments that have contributed significant amounts to the NTLH, as well as to other transport and non-transport improvements.

In order to determine the appropriate contribution, commensurate with the scale of the development, we considered that the STT would provide the fairest methodology. Applying the STT rate, the appealed planning application proposes 18,197m² residential floor space, which equates to c. £1.9m in 2012 prices, which is equivalent to £2.25m now, using the Bank of England's inflation calculator. As we have quoted in the Stage 1 report, we consider a £2m contribution towards the NLTH would be acceptable and proportionate.

We do acknowledge that the STT rate for residential developments was based on viability with a 35% affordable housing provision, so we would accept a commensurate reduction in the £2m contribution, should there be more than 35% affordable housing provision, should the appeal be allowed.

Therefore, we respectfully request that, should you be minded to approve the planning application, that the s106 obligations highlighted in this letter are secured, alongside addressing the other elements contained within the Stage 1 report.

Yours faithfully

Lucinda Turner
Director of Spatial Planning
Email: [REDACTED]@tfl.gov.uk
[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: 02 October 2020 08:24
To: [REDACTED]
Subject: RE: Woodlands viability

Ok I will call her this morning.

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 01 October 2020 17:41
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Woodlands viability

Thanks [REDACTED] Who is the GLA [REDACTED] L lead on this ? It might be good idea if we contact them to see what they think. We don't want to jeopardise the scheme if its delivering a high level of AH.

From: [REDACTED] <[REDACTED]@london.gov.uk>
Sent: 01 October 2020 11:53
To: [REDACTED] <[REDACTED]@tfl.gov.uk>
Subject: RE: Woodlands viability

Hi [REDACTED]

I spoke to [REDACTED] at the Council and the scheme is barely viable which means that the £2m contribution would have an impact on other contributions.

I presume that this would also have an impact on the GLA [REDACTED] L contract with the applicant to deliver 50% affordable housing.

What would you like to do?

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 30 September 2020 15:08
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: Woodlands viability

Hi [REDACTED]

I understand GLA are providing grant funding for some of the AH for this site to get it up to 50%, which I presume is a policy requirement, being ex public sector land ? We have been advised that the LU contribution we are seeking could undermine this. I presume you would have seen the viability work, so do you know if this is a valid concern ie that the LU contribution really would make the development unviable at proposed AH level ?

Thanks

[REDACTED]

From: [REDACTED] <[REDACTED]@lifestory.group>
Sent: 23 November 2020 18:33
To: [REDACTED]
Cc: [REDACTED]
Subject: Anthology Kennington Stage Limited - Unilateral Undertaking (Draft)
Attachments: 201123 AKS - S106 UU (BB circulation draft 13 November) - c (DRAFT).DOCX

Hi [REDACTED]

Please find attached a draft Unilateral Undertaking (UU) for the Kennington Stage project we recieved ahead of the commencement of the planning public inquiry on the 17th, last week. This UU is being discussed and agreed with LB Lambeth in lieu of a Section 106 agreement.

The GLA are required to be signatory to the agreement as the chargee / mortgagee for the site. However, it should be noted under Clause 3.5 that no obligation in the Deed is enforceable against the GLA in their role as the chargee / mortgagee. The wording from this clause mirrors that which was agreed with [REDACTED] proposed S106 agreement so it is hoped that this should be acceptable to you for this site.

There is no need for the agreement to be signed at this stage as we are still finalising the detail of the wording with LB Lambeth and it will also need to be agreed by the Planning Inspector. However, it would be very helpful if you / the GLA / BCLP could confirm as soon as possible that they are happy with the provisions that have been included to protect the chargee's interest.

In terms of timing, it would be helpful if you are able to provide a response during the course of this week. If this isn't going to be possible please let me know so I can manage expectations at this end.

Many thanks,

[REDACTED]
[REDACTED]
Group Treasurer

Dated

2020

(1) ANTHOLOGY KENNINGTON STAGE LIMITED

and

(2) GLA LAND AND PROPERTY LIMITED

-to-

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH**

**DEED OF UNILATERAL UNDERTAKING PURSUANT TO
106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**RELATING TO THE REDEVELOPMENT OF THE FORMER
WOODLANDS AND MASTER'S HOUSE, OFF DUGARD
WAY KENNINGTON, SE11 4TH**

LPA REFERENCE: 19/02696/FUL

APPEAL REFERENCE: APP/N5660/W/20/3248960

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THIS DEED OF UNDERTAKING is made the day of 2020

BETWEEN:-

- (1) **ANTHOLOGY KENNINGTON STAGE LIMITED** (Company Number 11165855) of 160-166 Borough High Street, London, SE1 1LB (the "**Developer**"); and
- (2) **GLA LAND AND PROPERTY LIMITED** (Company registration number: 7911046) of 5 Endeavour Square, London, E20 1JN (the "**Mortgagee**").

IN FAVOUR OF

- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London, SW2 1RW (hereinafter referred to as the "**Council**").

RECITALS:-

- (A) Words and phrases used in this Deed are to be found in Clause 1.
- (B) The Developer is the registered proprietor at the Land Registry as the freehold owner of the Site with title absolute under title number TGL85338 shown edged red on Site Plan subject to a charge dated 5 December 2018 in favour of the Mortgagee.
- (C) The Council is the local planning authority for the administrative area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (D) The Developer submitted the Application to the Council for Planning Permission to carry out the Development on Site.
- (E) An Appeal has been submitted on behalf of the Developer for non-determination of the Application by the Council under section 78 of the 1990 Act to be determined by or on behalf of the Secretary of State following a public virtual inquiry commencing on 17 November 2020.
- (F) The Developer and Mortgagee enter into this Deed to secure the planning obligations in favour of the Council on the terms set out herein.

NOW THIS DEED WITNESSETH

1 DEFINITIONS AND INTERPRETATION

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

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

Additional Affordable Housing Units means the Shared Ownership Housing Units to be converted to London Affordable Rented Housing pursuant to the Additional Affordable Housing Scheme to be approved under Schedule 6 of this Deed.

Additional Affordable Housing Scheme means a scheme to be prepared by the Developer and submitted to the Council pursuant to paragraph 3 of Part 2 of Schedule 6 to this Deed detailing the Additional Affordable Housing Units to be provided within the Development and which:

- (a) Confirms which Shared Ownership Units (if any) are to be converted to London Affordable Rented Housing; and
- (b) Provides details of the proposed Affordable Housing Provider.

Affordable Housing means for the purposes of this Deed housing including London Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

Affordable Housing Contribution means the Council's share of any Surplus which arises from the carrying out of the Non-Implementation Review and/or Late Stage Review (if applicable), such contribution (if any) to be calculated and paid by the Developer to the Council in accordance with the provisions of Part 2 of Schedule 6 towards the provision of Affordable Housing within the Council's administrative area..

Affordable Housing Mix means the tenure and size of the Affordable Housing Units as set out at Schedule 5 of this Deed unless otherwise agreed in writing between the Developer and the Council.

Affordable Housing Provider means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous statutory provision) and approved by the Council.

Affordable Housing Units means the London Affordable Rented Units and the Shared Ownership Housing Units which together comprise 50 per cent of the Habitable Rooms within the Development.

Allocations Criteria means allocations on the basis of the order of priorities and categories of person described in the ***“Lambeth Tenancy Strategy + Affordable Housing Statement – June 2020”*** (or any successor or replacement document) currently at clause E. of the document including strategic priorities as described in clause E. of the document as notified from time to time by the Council to the Affordable Housing Provider, marketing of those Units to include, unless otherwise agreed, advertising through the GLA's Homes for Londoners' Website.

Appeal means the appeal submitted on behalf of the Developer on 13 March 2020 in respect of non-determination of the Application by the Council and which has the Appeal reference APP/N5660/W/20/3248960.

Application means an application for detailed planning permission submitted on behalf of the Developer to the Council for the Development and validated by the Council on 16 August 2019 which the Council allocated reference number 19/02696/FUL.

AWE Index means the Average Weekly Earnings Regular Pay Index published by the Office of National Statistics.

AWE Indexed means adjusted in accordance with the AWE Index by multiplying in each case the relevant figure by a fraction whose denominator shall be the last AWE Index monthly figure published immediately before the date of this Deed and a numerator equal to the last published AWE Index monthly figure available before the date of entry into the Shared Ownership Lease in respect of the relevant Shared Ownership Housing Unit.

BCIS All in Tender Price Index means the building cost information service price index produced by RICS.

Carbon Offset Contribution means a payment of up to £231,678 (two hundred and thirty-one thousand six hundred seventy-eight pounds) or such other lesser sum agreed pursuant to the Updated Energy Report to be applied by the Council towards measures to reduce the amount of carbon dioxide released into the atmosphere in Lambeth.

Car Club means a scheme which gives members of car clubs access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis.

Car Club Membership means free membership according with paragraphs 2.2 and 2.3 of Schedule 8 to a Car Club operating within the vicinity of the Site for an Occupier of a Dwelling.

Car Club Operator means an operator of the Car Club at the Development appointed by the Developer (and approved by the Council) who will be responsible for the operation of the Car Club including bookings and charges.

Car Club Parking Space means a single parking space for the parking of one Car Club vehicle.

Challenge Proceedings means any challenge to the validity or lawfulness of the Planning Permission in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity of the Planning Permission; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body.

Charge means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units in favour of the Chargee.

Chargee means mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units and any receiver (including any administrative receiver) appointed by such mortgagee or charge or and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver).

Cinema Lease means the lease of the Cinema Museum to be entered into between the Developer and the Cinema Owner pursuant to the Cinema Terms.

Cinema Museum means the cinema museum situated on the Site shown edged red on Plan 1.

Cinema Terms means a 999 year lease at peppercorn rent of the Cinema Museum at a premium of one million pounds.

Cinema Owner means The Cinema Museum (Company Number 1865840), The Masters House, 1 Dugard Way, SE11 4TH.

Communications Channel means an electronic and/or printed means of dissemination of information which may include one or more of the following: website, social media platform, newsletter or flyer.

Construction Phase means the period of the building out of the Development from Implementation to the time that it is immediately ready for Occupation.

Contributions means:

- (a) Carbon Offset Contribution;
- (b) Employment and Skills Contribution;
- (c) Low Traffic Neighbourhood Contribution; and
- (d) Wayfinding Signage Contribution;
- (e) Travel Plan Monitoring Fee; and
- (f) Monitoring Fee

and “**Contribution**” shall be construed accordingly.

Deficit means any sum arising from the Non-Implementation Review and or the Late Stage Review (as applicable) which is not a Surplus.

Development means the redevelopment of the former Woodlands and Masters House site retaining the Masters House and associated ancillary buildings; demolition of the former care home; the erection of 29 storeys building and peripheral lower development of 3/4 storeys, to provide 258 residential units, together with servicing, disabled parking, cycle parking, landscaping, new public realm, a new vehicular and pedestrian access, and associated works.

Disposal means the completed sale of any part of the Development, a grant of a lease of a term of less than 125 years of any part of the Development, or the grant of an assured shorthold tenancy or a short term let in respect of any part of the Development, and 'Dispose', 'Disposals' and 'Disposed' shall be construed accordingly.

Dwelling means a residential dwelling to be constructed pursuant to the Planning Permission and which shall include the Affordable Housing Units and the Market Units.

Eligible Purchaser means a purchaser or purchasers whose household income at the date of the purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000 (ninety thousand pounds).

Employability Support means a bespoke pre-employment and training programme that is intended to enable Lambeth Residents to access Jobs being created including arrangements for guaranteed interviews for suitably qualified candidates in relation to planned vacancies.

Employment and Skills Contribution means a payment of £167,700 (one hundred and sixty-seven thousand seven hundred pounds) to be applied by the Council to fund training and support to enable access by Local People to newly created employment opportunities arising from the Development.

Employment and Skills Obligation means those obligations set out in Section 3 of Schedule 7 of this Deed.

Employment Opportunity means the Employability Support.

Employment Skills Construction Plan or **ESCP** means the document relating to skills training and employment during the Construction Phase as required by Schedule 7.

ES Compliance Payment means a payment in lieu of the Developer's obligations contained in Schedule 7 arising in the circumstances specified and calculated in accordance with Schedule 7 of this Deed.

ES Discharge Letter means the written confirmation required by Schedule 7 to be issued by the Council on satisfaction of the Developer's obligations contained in Schedule 7 of this Deed.

ES Final Report means the document required by Schedule 7 to be submitted by the Developer to the Council for the purposes of setting out final performance against targets and any other matters as specified by Schedule 7 of this Deed.

ES Progress Report means the document required by Schedule 7 to be submitted by the Developer to the Council for the purposes of setting out interim performance against targets and any other matters as specified in Schedule 7.

ES Remedial Plan means the document to be submitted by the Developer to the Council (if requested by the Council) in the event that the Council (acting reasonably) determines that there has been or is likely to be material non-attainment of Target Number(s) of Employment Opportunities for Lambeth Residents and that sets out strategies for achieving the relevant Target Number(s).

Finally Determined means the Challenged Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/Court or tribunal of competent jurisdiction.

Force Majeure Event means the occurrence of any circumstances beyond the Developer's reasonable control that delays the carrying out of the Development including without limitation:

- (a) any legal proceedings brought by any third parties other than contractors or others employed in the carrying out of the Development;
- (b) major fires, explosions or major health and safety accidents caused by third parties other than contractors or others employed in the carrying out of the Development which necessitates suspension of any works on the Site;
- (c) epidemic or pandemic;
- (d) exceptional adverse weather conditions;
- (e) the existence of any unknown archaeological artefacts, ground obstructions, contamination or unexploded ordnance;
- (f) interruption or failure in the supply to the Site of water and/or electricity;
- (g) shortage of labour or materials supply; and
- (h) delay in obtaining any necessary third party consents.

Future Energy Connection Measures means the proofing measures within the Development to heating system tap-offs and identified distribution routes to enable the future connection of the Development to a district energy network in the vicinity of the Site.

GLA means the Greater London Authority or any successor body to its function.

GLA's Homes for Londoners' Website means the website provided by the GLA which advertises available Shared Ownership Housing and provides a link to the relevant Affordable Housing Provider(s);

Habitable Room means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls.

Implementation means implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions (including excavation), remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, excavation of basement erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Implement**" "**Implemented**" and cognate expressions will be interpreted accordingly.

Implementation Date means the date of Implementation.

Intermediate Housing means Shared Ownership Housing.

Intermediate Housing Units means Dwellings to be provided as Shared Ownership Housing in accordance with the Affordable Housing Mix and which shall be disposed of by an Affordable Housing Provider.

Job means a paid employment or engagement and "**Jobs**" shall be construed accordingly.

Lambeth Resident means a person of working age who is resident within the London Borough of Lambeth or those involved in organisations or schools/colleges located within the London Borough of

Lambeth at the time when an Employment Opportunity for that person commences or (as the context requires) would commence.

Late Stage Review means a financial viability assessment to be undertaken by the Developer within the framework, parameters and scope set out in the agreed Viability Assessment on the basis of the same categories of input, assumptions, methodology and structure at its own cost in the circumstances described in Part 2 of Schedule 6 the inputs to which may include:

- (a) all values associated with the Development including (but not limited to) the Market Units and the Affordable Housing Units;
- (b) all costs associated with the Development including (but not limited to) demolition costs, preliminaries, de-contamination and site remediation costs, construction costs, all sale and disposal costs, all contributions and/or costs (financial, works or otherwise) to be made pursuant to this Deed, any community infrastructure levy or equivalent tax levy or tariff, other professional fees, development and marketing costs, finance costs, interest and overheads and Developer profit

with the purpose of determining the financial viability of the Development at the date the review is undertaken in order to calculate whether an Affordable Housing Contribution is payable.

Late Stage Review Date means, subject to paragraph 4 of Part 3 Schedule 6, the date on which 75 per cent of the Market Units have been Disposed of and which will be extended day for day by any reasonable period of delay caused by Force Majeure.

Local Area means the administrative area of the London Borough of Lambeth or such other area as may be agreed in writing between the parties.

Local People means people that live in the Local Area.

London Affordable Rented Housing means Affordable Housing which has the same characteristics as Social Rented Housing save that it is not required to be let at Target Rents but is subject to rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance.

London Affordable Rented Housing Plans means the plans attached to this Deed at Schedule 2 and marked "London Affordable Rent Housing Plans".

London Affordable Rented Housing Units means the 24 (twenty four) Affordable Housing Units shown on the London Affordable Rented Housing Plans comprising 90 (ninety) Habitable Rooms to be made available for London Affordable Rented Housing in accordance with Schedule 4 to this Deed together with any Additional Affordable Housing Units which may be delivered pursuant to Schedule 6.

London Plan Annual Monitoring Report means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy.

Low Traffic Neighbourhood Contribution means a payment £50,000 (fifty thousand pounds) to be applied by the Council towards the Council's Low Traffic Neighbourhood Initiatives.

Low Traffic Neighbourhood Initiatives means improvements to walking and cycling infrastructure in the immediate vicinity of the Site.

Market Units means 145 Dwellings to be provided within the Development which are not Affordable Housing Units.

Mayor's Funding Guidance means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance.

Monitoring Fee means a payment of £23,218 (twenty three thousand two hundred and eighteen pounds) to be applied by the Council towards the costs of monitoring compliance with the terms of this Deed.

Nominations Agreement means in relation to the Affordable Housing Units (excepting the Shared Ownership Housing Units) an agreement governing nominations to those units as required by the Council to be entered into by the an Affordable Housing Provider and the Council in accordance with the terms of this Deed.

Non-Implementation Review means a financial viability assessment to be undertaken by the Developer within the framework, parameters and scope set out in the agreed Viability Assessment on the basis of the same categories of inputs, assumptions, methodology and structure at its own cost in the circumstances described in Part 2 of Schedule 6 the inputs to which may include:

- (a) all values associated with the Development including (but not limited to) the Market Units and the Affordable Housing Units;
- (b) all costs associated with the Development including (but not limited to) demolition costs, preliminaries, de-contamination and site remediation costs, construction costs, all contributions and/or costs (financial, works or otherwise) to be made pursuant to this Deed, any community infrastructure levy or equivalent tax levy or tariff, other professional fees, development and marketing costs, finance costs, interest and overheads and Developer profit

with the purpose of determining the financial viability of the Development at the date the review is undertaken in order to calculate whether Additional Affordable Housing can be provided and or an Affordable Housing Contribution is payable.

Non-Implementation Review Date means, subject to paragraph 5 of Part 1 Schedule 6, the date falling two years (24 months) from but excluding the date of grant of the Planning Permission and which will be extended day for day by:

- (a) any period to account for any Challenged Proceedings which shall continue to extend until those Challenged Proceedings are Finally Determined with the result that the Planning Permission is not quashed; and/or
- (b) any reasonable period of delay caused by Force Majeure.

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

Plan 1 means the plan attached to this Deed at Schedule 2 and marked "Plan 1 – Cinema Museum".

Planning Permission means the planning permission to be granted by the Secretary of State or an inspector appointed thereby acting on his behalf in determination of the Appeal.

Practically Completed means the issue of a certificate of practical completion by the Owners' architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part thereof and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly.

Reasonable Endeavours means the Developer will not be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect of a competent commercial developer acting reasonably in the context of the Development.

Rent Guidance means the policy statement applicable to local authorities on rents for social housing issued by the Ministry of Housing, Communities & Local Government in February 2019 or such other replacement guidance in force and applicable at the relevant time.

Rent Standard means the standard applicable to Affordable Housing Providers relating to rent set by the Regulator of Social Housing from time to time in accordance with the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities & Local Government or such other replacement direction as may be in force and applicable at the relevant time.

Resident's Parking Bay means a resident's parking space designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for residential use in the locality in which the Development is situated or any other parking space where a resident's vehicle may be parked.

Residential Travel Plan means a package of measures to be adopted by the Developer in the management of the Dwellings as approved by the Council in writing from time to time and according with the framework residential travel plan (July 2019) submitted as part of the Application with a view to reducing trips in motor vehicles by residents of the Development to and from the Site and promoting the use of environmentally friendly transport.

Residential Travel Plan Monitoring Fee means the sum of £5,300 (five thousand three hundred pounds) to be applied by the Council towards the monitoring of the Residential Travel Plan required by this Deed.

RICS means the Royal Institution of Chartered Surveyors.

Secretary of State means the minister for Housing, Communities and Local Government or any other minister for the time being exercising powers under the 1990 Act.

Service Charges means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or Shared Ownership Housing Unit.

Shared Ownership Housing means housing offered to Eligible Purchasers in accordance with the Allocations Criteria to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of the following sizes of each Shared Ownership Housing Unit, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only if such letting is secured by an Eligible Purchaser within the first three months of the Shared Ownership Housing Unit being marketed:

- (i) one-bedroom: £55,000 (AWE Indexed); and
- (ii) two-bedroom: £70,000 (AWE Indexed).

SAVE FOR when a Shared Ownership Lessee has Staircased to 100% whereupon these provisions shall not apply,

and “**Shared Ownership Lease**” and “**Shared Ownership Lessee**” shall be construed accordingly.

Shared Ownership Housing Plans means the plans attached to this Deed at Schedule 2 and marked “Shared Ownership Housing Plans”.

Shared Ownership Housing Units means the 89 (eighty nine) Affordable Housing Units shown on the Shared Ownership Housing Plans comprising 201 (two hundred and one) Habitable Rooms to be made available for Shared Ownership Housing in accordance with Schedule 4 of this Deed subject to any reduction in the total number of Affordable Housing Units and/or Habitable Rooms provided as Shared Ownership Housing which may occur due to Shared Ownership Housing Units converting to London Affordable Rented Housing pursuant to the provisions of Schedule 6 of this Deed.

Site means the land edged red on the Site Plan.

Site Plan means the plan attached to this Deed at Schedule 1 and marked “Site Plan”.

Social Rented Housing means rented housing owned and managed by local authorities or Affordable Housing Provider and let at Target Rents.

Staircasing means the acquisition of a Shared Ownership Lessee of additional equity in a unit of the Shared Ownership Housing Unit up to a maximum of 100 per cent equity and “**Staircased**” shall be construed accordingly.

Substantial Implementation means:

- (a) Completion of all ground preparation works and all site-wide enabling works; and
- (b) Completion of the foundations for the core of any one building and its construction to ground floor slab.

Surplus means a sum calculated following (and identified within) the Non-Implementation Review and/or the Late Stage Review (as applicable), representing any profit generated by the Development in excess of the Developer’s Target Return which is greater than £0 (nil).

Target Number means in relation to a type of Employment Opportunity the number thereof that is agreed in the Employment Skills Construction Plan.

Target Rents means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or the Rent Guidance from time to time.

Target Return means 17.5% of gross development value in relation to the Market Units and 6% of gross development value in relation to the Affordable Housing Units as set out in the Viability Assessment.

Target Tenure means 70% London Affordable Rented Housing and 30% Intermediate Housing.

Unit means a Dwelling.

Updated Energy Report means the report setting out the calculation of the Carbon Offset Contribution based on the sustainability measures implemented by the Developer in the construction and operation of the Development.

Valuation Surveyor means an external consultant which may be appointed by the Council to assess the Non-Implementation Review and/or the Late Stage Review (as applicable).

Viability Assessment means the viability assessment submitted in support of the Application titled Financial Viability Assessment, dated 15 July 2019 prepared by Montagu Evans on behalf of the Developer.

Wayfinding Signage Contribution means the sum of £15,000 (fifteen thousand pounds) towards the delivery of signage within the close vicinity of the Development in accordance with TfL's Legible London standards.

Working Day means any Monday to Friday (other than bank or public holidays) and the term "Working Days" shall be construed accordingly.

Young People Careers Inspiration Activities means work with schools, colleges and other training providers to deliver careers inspiration for young people aged 11 to 19 years including but not limited to careers talks, mentoring, job preparation activity, curriculum support or work-based learning.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Any references to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also includes any subordinate instruments, regulations or orders made in pursuance of it.
- 2.2 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed.
- 2.3 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Where reference is made to a Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed.
- 2.5 In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.6 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 date of this Deed.
- 2.7 In the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.8 A reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time of being issued or given under that Act or deriving validity from it.
- 2.9 References to party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.

- 2.10 In this Deed, unless otherwise specifically stated, any reference to the term “month” shall mean calendar month, any reference to the term “day” shall mean any day on which banks are open for business in London and any reference to the term “year” shall mean calendar year.

3 PLANNING OBLIGATIONS

- 3.1 This Deed is entered into pursuant to:
- 3.1.1 section 106 of the 1990 Act;
 - 3.1.2 section 16 of the Greater London (General Powers) Act 1974;
 - 3.1.3 section 111 of the Local Government Act 1972;
 - 3.1.4 section 1 of the Localism Act 2011; and
 - 3.1.5 all other powers enabling in that behalf.
- 3.2 To the extent that the covenants, restrictions, undertakings and requirements imposed on the Developer under this Deed fall within the terms of the section 106 of the 1990 Act they are planning obligations for the purposes of section 106 of the Act and are entered into with the intent that, subject to Clause 3.4, they shall be enforceable by the Council not only against the Developer but also against any successors in title to and assigns of the Developer and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site (or any part or parts thereof) as if that person had also been an originating covenanting party in respect of the covenants, restrictions, undertakings and requirements which relate to the interest or estate for the time being held by that person (unless otherwise specified in this Deed).
- 3.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in clause 3.1.
- 3.4 No person shall be liable for any breach of planning obligations after it shall have parted with its entire interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time (including the Mortgagee) who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 3.6 This Deed shall cease to have effect (insofar as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission is quashed, revoked or otherwise withdrawn or it expires prior to Implementation or if the Planning Permission is varied or modified without the Developer written consent.
- 3.7 In the event of Challenge Proceedings and the cessation of development pursuant to the Planning Permission, the obligations contained in this Deed shall not be enforceable unless and until the earlier of the final upholding of the Planning Permission (and expiry of any period for any appeal) and the recommencement of development pursuant to the Planning Permission.
- 3.8 The obligations contained within this Deed shall not be binding on or enforceable against the following (or their successors in title or those deriving title from them):
- 3.8.1 save for paragraph 3 of Schedule 4 of this Deed, the owners lessees and Occupiers of the individual Affordable Housing Units and their individual mortgagees and chargees;

- 3.8.2 a person acquiring a statutory right to buy or acquire an Affordable Housing Unit or any Shared Ownership Lessee who has Staircased up to one hundred per cent (100%) and their individual mortgagees and chargees.
- 3.8.3 owners lessees and Occupiers of the individual Market Units and their individual mortgagees and chargees save in respect of paragraph 1 of Schedule 8 of this Deed which shall bind such persons;
- 3.8.4 owners lessees users and Occupiers of the Cinema Museum;
- 3.8.5 any statutory undertaker and utilities providers who as part of their undertaking have an interest in the Site nor the mortgagee or charges of any such person nor any receiver appointed by a mortgagee or chargee of such person;
- 3.8.6 any Chargee unless it takes possession of the whole or any part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Developer and in order for such Chargee to sell the Affordable Housing Units free from the restrictions in this Deed then the procedure set out in paragraph 4 of Schedule 4 of this Deed must be followed.

4 CONDITIONALITY

- 4.1 Unless the context otherwise requires this Deed shall come into effect upon:
 - 4.1.1 grant of Planning Permission by the Secretary of State (whether by himself or an Inspector appointed on his behalf); and
 - 4.1.2 Implementation.
- 4.2 In the event that the Inspector:-
 - 4.2.1 is not fully satisfied that one or more of the provisions of this Deed is in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010; and/or
 - 4.2.2 imposes a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed; and/or
 - 4.2.3 considers that some alternative form of planning obligation would be more appropriate in relation to the matters dealt with this Deed

then the said provisions of this Deed shall thereafter have no legal effect or shall have effect as amended by the Inspector but the remainder of the planning obligations in this Deed (if any) shall remain legally effective and binding.

5 COVENANTS BY THE DEVELOPER

- 5.1 The Developer hereby covenants in favour of the Council to observe and perform the covenants and undertakings on its part contained in Schedules 3-10 inclusive as planning obligations for the purposes of the 1990 Act and pursuant to the powers described at 3.1 of this Deed

6 MORGAGEE'S CONSENT

- 6.1 The Mortgagee consents to the Developer entering into this Deed and acknowledges that subject to clause 4.1 (*conditionality*) from the date of this Deed the Site shall be bound by the obligations contained in this Deed notwithstanding any prior charges of the Mortgagee and that the security of the Mortgagee over the Site shall take effect as if this Deed had been entered into prior to the charge of the Mortgagee provided that:

- 6.1.1 the Mortgagee shall have no liability under this Deed unless it takes possession of the Site or the relevant part of it as a mortgage in possession and will not be liable for any breach of the terms of this Deed arising prior to the Mortgagee becoming a mortgagee in possession of the Site or the relevant part of it;
- 6.1.2 on the discharge of the security taken by the Mortgagee over the Site or any part of it (however that is effected) the Mortgagee shall be released from the terms, restrictions and obligations contained in this Deed; and
- 6.1.3 if the Mortgagee shall exercise a power of sale under the relevant charge without becoming a mortgagee in possession of the Site, then the obligations under this Deed shall be enforceable against any purchaser of the Site and persons deriving title from that purchaser but not the Mortgagee.

7 IMPLEMENTATION AND MONITORING FEE

- 7.1 The Developer hereby covenants to give not less than ten (10) Working Days written notice to the Council of the date of proposed Implementation of the Planning Permission.
- 7.2 The Developer shall:
- 7.2.1 pay the Council the Monitoring Fee for the purposes specified in this Deed on or prior to Implementation; and
- 7.2.2 not to Implement until the Monitoring Fee has been paid to the Council for the purposes specified in this Deed.

8 LOCAL LAND CHARGE

- 8.1 The Developer hereby consents to the registration of this Deed as a Local Land Charge.

9 REGISTRATION AT LAND REGISTRY

- 9.1 The Developer hereby covenants with the Council to register a notice of the terms of this Deed on the Charges Register of Title Number referred to in Recital B within 28 Working Days from ~~the completion of this Deed~~the grant of Planning Permission by the Secretary of State (whether by himself or an Inspector appointed on his behalf) and inform the Council in writing as soon as such registration has been noted by the Land Registry.

10 CHANGE IN OWNERSHIP

- 10.1 The Developer hereby covenants with the Council to give the Council written notice of any change in ownership of its freehold interest in the Site as soon as reasonable practicable until all the obligations in this Deed have been discharged such notice to give details of the transferee's full name and registered office.

11 NO WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Developer.

12 SEVERABILITY

Each Clause, sub-Clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule or Paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such

Clause, sub-Clause, Schedule or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, sub-Clause, Schedule or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule or Paragraph contained herein.

13 INTEREST

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Council if any sums due referred to herein shall have become due but shall remain unpaid for a period exceeding seven (7) days the Developer shall pay on written demand to the Council interest thereon at the interest rate of three per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the Contribution became due until payment thereof.

14 RESOLUTION OF DISPUTES

14.1 In the event of any dispute or disagreement or difference between the parties any party may invite the other parties to resolve the dispute or disagreement or difference by mediation (including binding mediation) in such manner as the parties may agree.

14.2 In the event of a dispute or disagreement or difference between the parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the parties agree that the matter in dispute will on the application of any of them be referred to a surveyor acting as an expert (hereinafter referred to as the "**Expert**") who (unless otherwise agreed):

14.2.1 for planning matters shall be a member of the Planning Division of the RIGS) with not less than ten (10) years recent and relevant experience in the field of town and country planning; and

14.2.2 for valuation matters shall be a member of the Valuation Division of the RIGS) with not less than ten (10) years recent and relevant experience in the field of the valuation of development land;

in each case whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RIGS on the application of any party and it is further agreed that:

14.2.3 the determination of the Expert will be final and binding on the parties save in the case of manifest error;

14.2.4 the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and

14.2.5 unless otherwise specified in this Deed, the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs;

14.2.6 the Expert shall reach his determination within 40 Working Days of appointment.

15 SERVICE OF NOTICES

15.1 Any notice to the Council under this Deed shall be in writing and shall not be deemed to be sufficiently served unless sent by registered or recorded delivery post to the Council at the address stated at the beginning of this Deed.

16 INDEXATION

The Contributions shall be adjusted by a percentage equivalent to the percentage increase in the BCIS All in Tender Price Index over the relevant period calculated from the date hereof until payment of the same the amount of such increase to be calculated as follows:

$$\frac{A \times B}{C}$$

Where

A = the relevant payment specified in this Deed

B = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date the relevant payment is paid

C = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date of this Deed

For the avoidance of doubt, in case of any decrease in the BCIS All in Tender Price Index the change in the BCIS All in Tender Price Index shall be deemed to be nil.

17 VERIFICATION AND ENFORCEMENT

The Developer shall permit the Council and its authorised employees and agents upon reasonable written notice (which shall be a minimum of 48 hours) to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed SUBJECT TO compliance with all health and safety and other Site requirements and PROVIDED THAT they shall be accompanied by the Developer or an on-site representative of the Developer at all times and PROVIDED FURTHER THAT this clause shall not apply to any Dwelling which has been Occupied.

18 THIRD PARTIES

Unless expressly stated in this Deed no third party or other person who is not a party to this Deed other than a successor in title or in the case of the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

19 JURISDICTION

This Deed is governed by and interpreted in accordance with English law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed this undertaking as a Deed delivered the day and year first above written

EXECUTED as a deed by)
ANTHOLOGY KENNINGTON STAGE)
LIMITED)
acting by a)
director and its secretary/two directors)

.....
Director

.....
Director/Secretary

EXECUTED as a deed by
GLA LAND AND PROPERTY LIMITED
acting by a)
director in the presence of a witness)
)
)

.....
Director

.....
Witness Signature

.....
Witness Name

.....
Witness Address

SCHEDULE 1 – SITE PLAN

SCHEDULE 2- PLANS

Plan 1 – Cinema Museum

London Affordable Rented Housing Plans

Shared Ownership Housing Plans

SCHEDULE 3 - CONTRIBUTIONS

1 Carbon Offset Contribution

1.1 The Developer shall:

- 1.1.1 prior to Implementation pay the Council fifty per cent (50%) of the Carbon Offset Contribution for the purposes specified in this Deed in the sum of £115,839 (one hundred and fifteen thousand eight hundred and thirty-nine pounds);
- 1.1.2 prior to Practical Completion of the Development submit the Updated Energy Report to the Council for approval; and
- 1.1.3 subject to the approval of the Updated Energy Statement under paragraph 1.1.2 of this Schedule 3, prior to the Occupation of any part of the Development pay the remaining fifty per cent (50%) of the Carbon Offset Contribution for the purposes specified in this Deed in the sum of £115,839 (one hundred and fifteen thousand eight hundred and thirty-nine pounds) or such lesser sum agreed in the Updated Energy Report.

2 Employment and Skills Contribution

2.1 The Developer shall:

- 2.1.1 prior to Implementation pay the Council fifty per cent (50%) of the Employment and Skills Contribution for the purposes specified in this Deed in the sum of £83,850 (eighty-three thousand eight hundred and fifty pounds); and
- 2.1.2 prior to the Occupation of any part of the Development pay the remaining fifty per cent (50%) of the Employment and Skills Contribution for the purposes specified in this Deed in the sum of £83,850 (eighty-three thousand eight hundred and fifty pounds).

3 Wayfinding Signage Contribution

3.1 The Developer shall:

- 3.1.1 prior to Occupation of any part of the Development pay the Wayfinding Signage Contribution to the Council for the purposes specified in this Deed; and
- 3.1.2 not to Occupy any part of the Development until the Wayfinding Signage Contribution has been paid to the Council for the purposes specified in this Deed.

4 Low Traffic Neighbourhood Contribution

4.1 The Developer shall:

- 4.1.1 prior to Implementation pay the Low Traffic Neighbourhood Contribution to the Council for the purposes specified in this Deed; and
- 4.1.2 not to Implement until the Low Traffic Neighbourhood Contribution has been paid to the Council for purposes specified in this Deed.

SCHEDULE 4 - AFFORDABLE HOUSING

Part 1 - Affordable Housing Units

- 1 The Developer shall construct or procure the construction of the Affordable Housing Units in accordance with this Schedule 4.
- 2 The Developer shall:
 - 2.1 not Occupy any Market Units until a contract or contracts for the disposal of the Affordable Housing Units to an Affordable Housing Provider has been entered into by way of freehold sale or grant of a lease of not less than 125 years and written evidence of the existence of such contract has been given to the Council;
 - 2.2 not Occupy or permit, suffer or cause Occupation of more than fifty per cent (50%) Market Units unless all the Affordable Housing Units have been Practically Completed and Disposed to the Affordable Housing Provider in accordance with the contract or contracts entered into pursuant to paragraph 2.1 of this Schedule 4; and
- 3 subject to paragraphs 4 and 5 the Affordable Housing Units may only be used or Occupied as Affordable Housing in accordance with the Affordable Housing Mix for the lifetime of the Development.
- 4 The restrictions contained in paragraphs 1-3 above shall not be binding upon a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:-
 - 4.1 such Chargee shall give written notice to the Council of its intention to dispose of the Affordable Housing Units as soon as reasonably practicable and shall have used reasonable endeavours over the period of three months (and provided evidence of such endeavours to the Council) from the date of that written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
 - 4.2 if such disposal has not completed within the three month period pursuant to paragraph 4.1 of this Schedule 4 the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions contained in paragraphs 1-3 of this Schedule 4 which provisions shall determine absolutely.
- 5 The restrictions contained in paragraphs 1-4 above shall not be binding upon any person acquiring a statutory right to buy or acquire in respect of an Affordable Housing Unit or any tenant of a Shared Housing Unit where the Shared Ownership Lessee has acquired 100 per cent of the equity in such unit through Staircasing.
- 6 The Developer will procure that the Affordable Housing Provider offers the Shared Ownership Housing Units in accordance with the Allocations Criteria (save where the Shared Ownership Lessee has Staircased to 100 per cent) unless otherwise agreed in writing by the Council.
- 7 The Developer will ensure that in any transfer, lease or management agreement with an Affordable Housing Provider for all or any part of the Affordable Housing Units such transfer, lease or management agreement obliges the Affordable Housing Provider to enter into a Nominations Agreement for the London Affordable Rented Housing Units with the Council prior to Occupation of any Affordable Housing Units and not to Occupy any Affordable Housing Units unless and until the Affordable Housing Provider for such Affordable Housing Unit has entered into the Nominations Agreement as aforesaid.
- 8 The Developer will not Occupy any of the Affordable Housing Units unless and until the Affordable Housing Provider has entered into a Nominations Agreement in accordance with paragraph 7 above.

SCHEDULE 5 – AFFORDABLE HOUSING MIX

	1-bedroom	2-bedroom	3-bedroom	Total
London Affordable Rented Units (31%)	-	15	9	24 Dwellings (90 Habitable Rooms)
Shared Ownership Housing Units (69%)	66	23	-	89 Dwellings (201 Habitable Rooms)

SCHEDULE 6 - NON-IMPLEMENTATION REVIEW AND LATE STAGE VIABILITY REVIEW

Part 1 - Non-Implementation Review Date

- 1 The Developer shall notify the Council in writing of Substantial Implementation and such notice shall be accompanied by evidence to enable the Council to assess whether Substantial Implementation has occurred and if so when Substantial Implementation occurred.
- 2 Within 10 Working Days following notification of Substantial Implementation pursuant to paragraph 1 of Part 1 of this Schedule 6, the Developer shall afford the Council (if the Council wishes to do so) access to the Site to inspect and assess whether the works which have been undertaken amount to Substantial Implementation PROVIDED THAT the Council complies fully with the Developers site rules, regulations and health and safety legislation.
- 3 The Council may within 20 Working Days of service of the notice under paragraph 1 of Part 1 of this Schedule 6 confirm whether the works undertaken amount to Substantial Implementation having occurred before the Non-Implementation Review Date.
- 4 Subject to paragraph 5 of Part 1 of this Schedule 6, if the Council conclude pursuant to paragraph 3 of Part 1 of this Schedule 6 that Substantial Implementation did not commence before the Non-Implementation Review Date the provisions of Part 2 of this Schedule 6 shall apply.
- 5 Any dispute between the parties as to whether Substantial Implementation has occurred and when and the Non-Implementation Review Date may be referred to an Expert pursuant to Clause 14 of this Deed.

Part 2 - Non-Implementation Review

- 1 The provisions of this Part 2 of this Schedule 6 shall apply only if (and subject to paragraph 5 of Part 1 of this Schedule 6) the Council concludes pursuant to paragraph 3 of Part 1 or it is determined pursuant to paragraph 5 of Part 1 of this Schedule 6 that Substantial Implementation has not occurred before the Non-Implementation Review Date.
- 2 No later than two months after the Non-Implementation Review Date, the Developer will procure the preparation of the Non-Implementation Review (which shall include the calculation of any Surplus and or the Additional Affordable Housing Scheme, if applicable).
- 3 Subject to paragraph 2 of Part 2 of this Schedule 6, the Developer shall submit a copy of the Non-Implementation Review (including the calculation of any Surplus and or the Additional Affordable Housing Scheme, if applicable) to the Council for approval within fourteen (14) Working Days of its completion.
- 4 If required the Developer shall pay to the Council within 14 (fourteen) Working Days of receiving a written invoice the proper and reasonable costs incurred by the Council in obtaining an professional assessment by a Valuation Surveyor of the Non-Implementation Review (including the calculation of any Surplus and or the Additional Affordable Housing Scheme, if applicable) submitted by the Developer to the Council pursuant to paragraph 3 of Part 2 of this Schedule 6.
- 5 The Council may procure that the Valuation Surveyor reports its conclusions in writing to the Council and provides a copy to the Developer not later than 20 Working Days after submission of the Non-Implementation Review (including the calculation of any Surplus and or the Additional Affordable Housing Scheme, if applicable) to the Council under paragraph 3 .
- 6 Not later than 10 Working Days after receipt by the Council of the Valuation Surveyor's report, the Council may notify the Developer in writing of whether it approves the Non-Implementation Review (including the calculation of any Surplus and or the Additional Housing Scheme, if applicable) and, if the Council does not approve the Non-Implementation Review (including the level of any Surplus and or the Additional Housing Scheme, if applicable), such notice may be accompanied by detailed reasons justifying the Council's position.

- 7 It is agreed that in the event that the Council approves the Non-Implementation Review including the level of any Surplus and or the Additional Housing Scheme (if applicable) in writing pursuant to paragraph 6 of Part 2 of this Schedule 6 the total number of Affordable Housing Units together with any Additional Affordable Housing Units and or any Affordable Housing Contribution shall not exceed the equivalent of the Development providing 50% of its Habitable Rooms as Affordable Housing provided at the Target Tenure.
- 8 In the event that the Council does not approve the Non-Implementation Review within the prescribed period under paragraph 6 of Part 2 of this Schedule 6 or the Council and the Developer are unable to agree, having used reasonable endeavours, the content of the Additional Affordable Housing Scheme or the level of any Surplus, the Council or the Developer may refer the matter to an Expert pursuant to Clause 14.
- 9 Subject to paragraph 10, prior to Occupation of 50% of the Market Units the Developer shall :
- 9.1 Practically Complete and make available for Occupation all of the Additional Affordable Housing Units (if applicable) in accordance with the Additional Affordable Housing Scheme approved by the Council or determined by an Expert pursuant to Clause 14; and
- 9.2 Pay any remaining Surplus after the provision of any Additional Affordable Housing Units by way of Affordable Housing Contribution where that Surplus is insufficient to provide any or a whole number of Additional Affordable Housing Units to the Council.
- 10 The Developer shall not Occupy 50% of the Market Units until the Additional Affordable Housing Units are made available and any Surplus (if applicable) paid pursuant to paragraph 9.2 of Part 2 of this Schedule 6.
- 11 The Developer acknowledges and agrees that if the Non-Implementation Review shows that there is a Deficit then:
- 11.1 there shall be no Surplus;
- 11.2 no Affordable Housing Contribution shall be payable;
- 11.3 no Additional Affordable Housing Units shall be required; and
- 11.4 the restriction of Occupation of Market Units in paragraph 9 above shall not apply.

Part 3- Late Stage Review Date

- 1 The Developer shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.
- 2 No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 1 of Part 3 of this Schedule 6, the Developer shall submit the Late Stage Review to the Council.
- 3 The Developer shall not Dispose of more than 75 per cent of the Market Units until the Late Stage Review has been submitted pursuant to paragraph 2 of Part 3 of this Schedule 6.
- 4 Any dispute between the parties as to the Late Stage Review Date may be referred to an Expert pursuant to Clause 14 of this Deed.

Part 4- Late Stage Review

- 1 If required the Developer shall pay to the Council within 14 (fourteen) Working Days of receiving a written invoice the proper and reasonable costs incurred by the Council in obtaining an professional

assessment by a Valuation Surveyor of the Late Stage Review submitted by the Developer to the Council pursuant to paragraph 2 of Part 3 of this Schedule 6.

- 2 The Council may procure that the Valuation Surveyor reports its conclusions in writing to the Council and provides a copy to the Developer no later than 20 Working Days after submission of the Late Stage Review to the Council under paragraph 2 of Part 3 of this Schedule 6.
- 3 Not later than 10 Working Days after receipt by the Council of the Valuation Surveyor's report, the Council may notify the Developer in writing of whether it approves the Late Stage Review and, if the Council does not approve the Late Stage Review, such notice may be accompanied by detailed reasons justifying the Council's position.
- 4 In the event that the Council approves the Late Stage Review and the Late Stage Review indicates that the Development will produce a Surplus, the Surplus will be split 20:80 between the Developer and the Council with the Council's share payable by the Developer as an Affordable Housing Contribution PROVIDED THAT the aggregated value of such Affordable Housing Contribution (which includes any Affordable Housing Contribution payable and or the provision of Additional Affordable Housing Units following any Non-Implementation Review (if applicable)) and the Affordable Housing Units shall not exceed the equivalent value of the Development providing 50% of its Habitable Rooms as Affordable Housing provided at the Target Tenure.
- 5 In the event that the Council does not approve the Late Stage Review within the prescribed period under paragraph 3 of Part 4 of this Schedule 6 or the Council and the Developer are unable to agree, having used reasonable endeavours, the amount of the Affordable Housing Contribution, the Council or the Developer may refer the matter to an Expert pursuant to Clause 14.
- 6 Subject to paragraph 7 of Part 4 of this Schedule 6, prior to Occupation of 85 per cent Market Units the Developer shall pay to the Council the Affordable Housing Contribution if such contribution is agreed pursuant to paragraph 4 or determined pursuant to paragraph 5 of Part 4 of this Schedule 6 and the Developer shall not Occupy or permit or suffer the Occupation of more than 85 per cent of any Market Units unless and until the Affordable Housing Contribution (if any) has been paid to the Council.
- 7 The Developer acknowledges and agrees that if the Late Stage Review shows that there is a Deficit then:
 - 7.1 there shall be no Surplus;
 - 7.2 no Affordable Housing Contribution shall be payable; and
 - 7.3 the restriction of Occupation of Market Units in paragraph 6 above shall not apply.
 - 7.4 For the avoidance of doubt, where Additional Affordable Housing Units are provided the terms of Schedule 4 shall apply in respect of those Units.

SCHEDULE 7 - EMPLOYMENT AND SKILLS

1 GENERAL PROVISIONS

- 1.1 The Developer shall:
- 1.1.1 prepare and submit to the Council (or procure the preparation and submission to the Council of) Employment Skills Construction Plan and to operate (or procure the operation of) Employment Skills Construction Plan on the terms more particularly set out in paragraph 2 of this Schedule 7;
 - 1.1.2 to deliver (or procure the delivery of) Employment and Skills Obligations; and
 - 1.1.3 to adhere (or procure adherence) to the arrangements for monitoring of and compliance with Employment and Skills Obligations on the terms more particularly set out in paragraph 4 of this Schedule 7.

2 APPROVAL OF THE EMPLOYMENT SKILLS CONSTRUCTION PLAN

- 2.1 The Developer shall submit a draft ESCP to the Council for its written approval at least 3 months prior to Implementation.
- 2.2 The draft ESCP shall relate to the Construction Phase of the Development.
- 2.3 The draft ESCP shall include the following matters:
- 2.3.1 Proposed Implementation date;
 - 2.3.2 Estimated construction completion date;
 - 2.3.3 Projected floorspace (gross internal area in square metres) and number(s) of units (of any type) within the Development;
 - 2.3.4 Projected total number of construction Jobs during the Construction Phase based on a construction labour forecast and broken down quarterly, identifying occupation(s) (where known);
 - 2.3.5 Target Number of construction Jobs for Lambeth Residents during the Construction Phase (also expressed as a percentage of the projected total number of construction Jobs as identified at 2.3.4 of this Schedule 7) and strategies for delivering that Target Number;
 - 2.3.6 Target Number(s) of Employment Opportunities (by type(s) other than Jobs) for Lambeth Residents during the Construction Phase;
 - 2.3.7 Arrangements for managing delivery during the Construction Phase of Employability Support including details of how the programme(s) will be delivered, by whom, target number of beneficiaries and target groups;
 - 2.3.8 Projected number of Young People Career Inspiration Activities relevant to the construction industry and details of how the activities will be delivered during the Construction Phase;
 - 2.3.9 Data to be provided to the Council for the purposes of monitoring compliance with the ESCP.
- 2.4 The Development shall not be Implemented prior to approval of the draft ESCP in accordance with paragraph 2.1 of this Schedule 7 (the “**Approved ESCP**”).
- 2.5 The Developer shall ensure in relation to the Construction Phase that its prospective and actual contractors and sub-contractors are made aware of the Approved ESCP (where such Plan has come

into being) and of the Developer's Employment and Skills Obligations set out in paragraph 3 of this Schedule 7.

- 2.6 The Development shall be constructed materially in accordance with the Approved ESCP including any variations to the Approved ESCP as are agreed in writing between the Developer and the Council.

3 DELIVERY OF EMPLOYMENT AND SKILLS OBLIGATIONS

- 3.1 The Developer covenants with the Council to provide (or to procure the provision of) the following ES Non-Financial Obligations:

3.1.1 **Employment Opportunities:** (subject to the use of Reasonable Endeavours) delivery of:

- (a) the Target Number as specified in the Approved ESCP of Jobs for Lambeth Residents in the Construction Phase (and for the avoidance of doubt that Target Number (unless agreed otherwise) shall be calculated as 25% of the total Jobs forecast in the ESCP less any allowance from that figure arising by virtue of agreement in the ESCP to one or more Target Numbers of Employment Opportunities for Lambeth Residents in the Construction Phase other than Jobs); and
- (b) the Target Number(s) (if any) as specified in the Approved ESCP of Employment Opportunities for Lambeth Residents in the Construction Phase other than Jobs; and

3.1.2 **Young People Careers Inspiration Activities:** (subject to the use of Reasonable Endeavours) delivery of Young People Careers Inspiration Activities as agreed in the Employment and Skills Plans.

- 3.2 The Developer shall during the Construction Phase:

3.2.1 Advertise upcoming Job vacancies relating to the Development through the Council's Communications Channels (either by means of uploading vacancy details directly to the Council's electronic Communications Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council) with in all cases minimum deadlines of 5 Working Days for applications for Construction Phase Jobs; and

3.2.2 Advertise details of any other types of unfilled Employment Opportunity relating to the Development through the Council's Communications Channels (either by means of uploading application details directly to the Council's electronic Communications Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council).

- 3.3 The Developer shall make available to the Council at all times during the Construction Phase a minimum of one named contact with knowledge of and responsibility for delivery of the Employment and Skills Obligations.

4 MONITORING AND COMPLIANCE

- 4.1 The Developer shall provide to the Council within 10 Working Days of approval of the Approved ESCP one or more dates for a face to face meeting with the Council (and such meeting is to take place within 28 Working Days of the relevant approval or within such other period as may be agreed) for the purposes of discussing the performance of the Developer's obligations required by this Schedule 7 and the arrangements for monitoring the delivery of those obligations.

- 4.2 The Developer shall participate (if so requested by the Council) in a minimum of 2 meetings per year during the Construction Phase and agrees that any such meeting may take place on Site if the Council so requests.

- 4.3 The Developer shall provide to the Council (or procure the provision of) through such systems as the Council reasonably requires (which may include the use of an electronic portal) quarterly monitoring data about progress against the Target Number(s) of Employment Opportunities for Lambeth Residents.
- 4.4 The Developer shall submit to the Council (or procure the submission of) during the Construction Phase at intervals of 12 months commencing with Implementation (or at such other intervals as are agreed) one or more ES Progress Reports, to include a description of activities undertaken, any variation to any forecast Target Number(s) of Employment Opportunities for Lambeth Residents and/or projected activities and (if requested by the Council in writing) an ES Remedial Plan.
- 4.5 The Developer shall submit to the Council (or procure the submission of) an ES Final Report relating to the Construction Phase no later than 3 months after the end of that phase, to include a narrative description of activities undertaken (including performance against the Target Number(s) of Employment Opportunities for Lambeth Residents and any variation to any forecast number thereof and/or projected activities) and a description of outputs and benefits achieved for Lambeth Residents arising from performance of the Employment and Skills Obligations.
- 4.6 The Developer covenants with the Council that:
- 4.6.1 If and where the Council acting reasonably considers that any ES Final Report(s) submitted to it and/or such other information as is available to the Council demonstrate that there has been a shortfall in delivery against any of the Target Number(s) of Employment Opportunities for Lambeth Residents (as set out in the Approved ESCP or in default of specification therein as set out in this Schedule 8), and where the Developer cannot demonstrate to the satisfaction of the Council that Reasonable Endeavours have been used, the Council may serve written notice on the Developer seeking an ES Compliance Payment;
- 4.6.2 Where the Developer receives written notice from the Council seeking an ES Compliance Payment, payment will be made by the Developer to the Council within the timescale stipulated in that written notice (which will be not less than 28 Working Days);
- 4.6.3 The amount of any ES Compliance Payment will be calculated by the Council in accordance with Appendix One of the Council's Employment and Skills Supplementary Planning Document (February 2018) ('Appendix One') or any document superseding Appendix One applying to the identified shortfall in delivery of Employment Opportunities for Lambeth Residents the average cost figure per Employment Opportunity.
- 4.7 The Council may apply the ES Compliance Payment to employment and skills initiatives operating in the London Borough of Lambeth and that the Developer may be given (on request) written notice of the manner of application by the Council of any ES Compliance Payment.
- 4.8 The Council may provide the Developer with an ES Discharge Letter in respect of the Developer's Employment and Skills Obligations (including for these purposes any ES Compliance Payment that is due) once the Council (acting reasonably) is satisfied that those obligations have been complied with.
- 4.9 The Developer shall retain (pending provision by the Council of an ES Discharge Letter) and shall provide to the Council on request the following information about any Lambeth Resident(s) assisted or supported by the measures contemplated in this Schedule (subject always to the requirements of data protection legislation amounting to an absolute barrier to so doing):
- 4.9.1 Name;
- 4.9.2 Full post code;
- 4.9.3 Age;
- 4.9.4 Gender;

- 4.9.5 Ethnicity;
- 4.9.6 Disability;
- 4.9.7 Employment status;
- 4.9.8 Outcomes achieved such as qualifications gained, certificates awarded, job title and duration, training hours; and
- 4.9.9 From the date of receipt of written notification thereof, any other category of information as notified by the Council to the Developer.

SCHEDULE 8 - SUSTAINABLE TRANSPORT

1 Parking Permit Free Development

The Developer shall:

- 1.1 ensure that prior to Occupying any Dwelling each new Occupier of a Dwelling is informed by the Developer of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
 - 1.1.1 be granted a permit issued by the Council to park a vehicle in a Resident's Parking Bay; or
 - 1.1.2 buy a contract to park within any car park owned, controlled or licensed by the Council;in either case within a Controlled Parking Zone in which the Development is located;
- 1.2 not Occupy or use (or permit the Occupation or use of) a Dwelling at any time during which the Occupier of that Dwelling holds a permit issued by the Council to park a vehicle in a Resident's Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the Occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

2 Car Club

- 2.1 Prior to Occupation:
 - 2.1.1 the Developer shall use reasonable endeavours to enter into a contract with a Car Club Operator approved by the Council to provide the Car Club Membership;
 - 2.1.2 if the Developer is unable to enter into a contract with a Car Club Operator the Developer shall give written notice to the Council to that effect with evidence that the Developer has used reasonable endeavours to enter into a contract with at least two Car Club Operators;
 - 2.1.3 subject to the Council (acting reasonably) accepts that the Developer has sought to enter into a contract with a Car Club Operator but has been unsuccessful the provisions of this paragraph 2 shall no longer apply; and
 - 2.1.4 if the Developer enters into a contract with a Car Club Operator the Developer shall supply to the Council a copy of the contract (with commercially sensitive information redacted) or other satisfactory evidence of a binding agreement having been entered into by the Developer with the chosen Car Club Operator.
- 2.2 Subject to the provisions of paragraph 2.1 of this Schedule 8, for a period of three years from Occupation of each Dwelling the Developer shall give notice to Occupiers of that Dwelling of the entitlement to the Car Club Membership during that period.
- 2.3 If requested by an Occupier of a Dwelling, the Developer shall fund the cost of one Car Club Membership for that Occupier for a three year period PROVIDED THAT (a) there is at least one Occupier of the Dwelling who is eligible for membership under the rules of the applicable Car Club, and (b) no more than one Car Club Membership shall be funded per year per Dwelling, and (c) there shall be no requirement to fund any Car Club Membership beyond the third anniversary of the first Occupation of the relevant Dwelling.
- 2.4 Subject to the provisions of paragraph 2.1 the Developer shall ensure that:
 - 2.4.1 all materials published by the Developer or their agents for the purpose of selling or letting an Dwelling notifies potential occupiers or other occupants of the Car Club Membership arrangements; and

- 2.4.2 estate agents and lettings agents are instructed in relation to the marketing of the Dwellings to draw the Car Club Membership arrangements to the attention of all Occupiers or prospective occupiers.

3 Residential Travel Plan

- 3.1 Prior to Occupation of the first Dwelling the Developer shall:
- 3.1.1 submit the Residential Travel Plan to the Council and obtain the Council's approval to the Residential Travel Plan; and
 - 3.1.2 pay the Residential Travel Plan Monitoring Fee for the purposes specified in this Deed.
- 3.2 There shall be no Occupation of the first Dwelling unless and until the Residential Travel Plan has been approved by the Council and the Residential Travel Plan Monitoring Fee has been paid as specified in paragraph 3.1 of this Schedule 8.
- 3.3 Subject to paragraph 3.1.1 of this Schedule 8, the Developer shall implement and comply with the approved Residential Travel Plan.

SCHEDULE 9 - CINEMA MUSEUM

- 1 Prior to Implementation, the Developer shall write to the Cinema Owner and offer to enter into the Cinema Lease on the Cinema Terms (the **"Lease Offer"**).
- 2 In event the Cinema Owner accepts the Lease Offer made under paragraph 1 of this Schedule 9 within five years from the date of the Lease Offer, the Developer shall enter into the Cinema Lease on the Cinema Terms within two months of written acceptance of the Lease Offer.

SCHEDULE 10- FUTURE ENERGY CONNECTION

- 1 The Developer shall:
 - 1.1 prior to Implementation submit details on the Future Energy Connection Measures to the Council for approval;
 - 1.2 not Implement until the details on the Future Energy Connection Measures submitted to the Council pursuant to paragraph 1.1 of this Schedule 10 have been approved (the “**Approved Future Proofing Measures**”);
 - 1.3 prior to Occupation incorporate the Approved Proofing Measures within the Development; and
 - 1.4 not to Occupy the Development until a report is submitted to the Council demonstrating that the Approved Future Proofing Measures have been incorporated.

[REDACTED]

From: [REDACTED]
Sent: 02 December 2020 09:36
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: FW: Anthology Kennington Stage Limited - Unilateral Undertaking (Draft)

Hi [REDACTED]

Can you please send the UU to [REDACTED] in a self-addressed envelope at the following address: [REDACTED]
[REDACTED]

Kind regards
[REDACTED]
[REDACTED]

Housing Investment Manager - Portfolio, Transactions Team, Housing and Land
GREATER LONDON AUTHORITY
169 Union Street, London SE1 0LL
020 7983 [REDACTED] | [REDACTED]

london.gov.uk
[REDACTED] [london.gov.uk](https://www.london.gov.uk)

From: [REDACTED] [mailto:[REDACTED]@lifestory.group]
Sent: 01 December 2020 16:23
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@lifestory.group>
Subject: Re: FW: Anthology Kennington Stage Limited - Unilateral Undertaking (Draft)

Hi [REDACTED]

Thank you for coming back to me on the below.

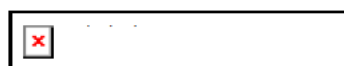
We will be co-ordinating the signing as, given it is a UU, Lambeth are not a signatory. If you could let me know when you have the details and location of the appropriate signatory on behalf of GLAP, I will arrange for the documents to be delivered. I should have them with me tomorrow.

Kind regards,

[REDACTED]

[REDACTED]
[REDACTED]
Operations Director (Land & Planning)

M [REDACTED]



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On Mon, 30 Nov 2020 at 16:32, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

Hi [REDACTED]

I can confirm no further comments from us.

As it's a deed it will need to be wet signed by one of our GLAP directors, I will double check availability to sign and confirm address details shortly.

Do you know if LB Lambeth will be coordinating the sign-off?

Kind regards

[REDACTED]

[REDACTED]

Housing Investment Manager - Portfolio, Transactions Team, Housing and Land

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020 7983 [REDACTED] | [REDACTED]

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[REDACTED] [london.gov.uk](https://www.london.gov.uk)

From: [REDACTED] [mailto:[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)]
Sent: 27 November 2020 18:08
To: [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)>
Subject: Re: FW: Anthology Kennington Stage Limited - Unilateral Undertaking (Draft)

Hi [REDACTED]

Thank you for the feedback on the UU.

In response to the first point, the monitoring fee is payable upon implementation rather than execution, which is consistent with the current conditionality. However, we recognise that the registration requirements should also reflect that conditionality, and we have updated clause 9.1 (as attached) to require registration within 28 days of Planning Permission.

Please find attached an updated draft, which has been agreed with LB Lambeth. I would be grateful if you could confirm that this is now agreed and what the arrangements will be for getting this signed.

I will let [REDACTED] respond on the debt restructuring question.

[REDACTED]

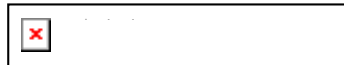
Re Woodlands, this UU relates to that application / appeal. The inquiry is almost completed, a final day for closing submissions by the respective lawyers has been scheduled for 7 December. The Planning Inspector is due to visit the site next Monday (30th). From our perspective, the inquiry has gone very well. We would hope to receive the Inspector's decision in February 2021.

Kind regards,

[REDACTED]

■■■■
Operations Director (Land & Planning)

M ■■■■



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On Fri, 27 Nov 2020 at 10:07, ■■■■ <■■■■@london.gov.uk> wrote:

Hi ■■■■

Sorry just a couple of more general points..

■■■■ - How are you progressing with your board approvals with regards to the debt restructuring proposal? We are just tidying up the revised terms and can circulate these early next week, but they are in line with what we discussed on our call.

Has there been any update ■■■■ appeal/inquiry? Likewise on Woodlands?

Many thanks

■■■■

■■■■ ■■■■

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■■■■ [london.gov.uk](https://www.london.gov.uk)

[Remainder of email chain (regulation 12(5)(b))]

REQUEST TO SIGN / DISCHARGE A LEGAL AGREEMENT

Submitting

Officer: [REDACTED] [REDACTED]

Project: Woodlands and Masters –
Mayor's Land Fund scheme

Date Submitted: 03/12/2020

**Unit: Transactions Team -
Programme Policy and Services**

Project Ref:

Request: Signing of the Unilateral Undertaking planning agreement at Woodlands and Masters house in LB Lambeth.

As sole mortgagee over the scheme GLAP are required to sign the undertaking.

Due diligence:

n/a

Legal sign off

BCLP has reviewed and approved the form and substance of the undertaking on behalf of GLAP.

Feedback from TfL Legal

Summarise any feedback from TfL Legal in less than 100 words. If the matter is complex or contentious, then attach a copy of TfL's legal advice.

If this matter has not been referred to TfL Legal, please outline why.

N/A

Where external legal advisers are acting for the GLA

Signature	Print Name	Company	Date
	  Bryan Cave Leighton Paisner LLP	BCLP	03 December 2020

2 Finance Approval – Land Transactions

Submitting Officer to send this form to GLATEchnicalAccountancy@london.gov.uk who will sign this statement of assurance where the agreement relates to any land transaction

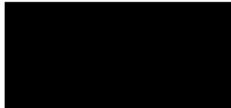

To be completed by Finance: I confirm that a completed SIRF and a copy of the draft legal agreement have been received by Finance and that the VAT amount has been confirmed.

Finance Signature	Print Name	Position	Date
N/A			

3 Housing and Land Directorate approval

I confirm that this document/ these documents has / have been completed in accordance with the GLA's requirements.

Submitting Officer:

Signature		Print Name		Date	03/12/2020
		Position	Housing Investment Portfolio Manager		

Recommending Officer:

Signature		Print Name		Date	03/12/2020
		Position	Housing Investment Portfolio Manager		

I have reviewed this form and it is in accordance with the supporting legal documents

GLAP Director Signature	Print Name	Date
-------------------------	------------	------

[REDACTED]

From: [REDACTED]
Sent: 04 December 2020 14:34
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: S106 agreement - Anthology Kennington Stage

Thanks [REDACTED]

That would be preferable. Do you have some broad signing instructions (including pages numbers etc.) which I can forward on ahead.

Kind regards

[REDACTED]
[REDACTED]
Housing Investment Manager - Portfolio, Transactions Team, Housing and Land
GREATERLONDONAUTHORITY
169 Union Street, London SE1 0LL
020 7983 [REDACTED] | [REDACTED]

london.gov.uk

[REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

From: [REDACTED] [mailto:[REDACTED]@lifestory.group]
Sent: 04 December 2020 14:30
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@lifestory.group>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

I can hand deliver the document and witness the signature if that helps.

Thanks,

[REDACTED]
[REDACTED]
M [REDACTED]



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On Fri, 4 Dec 2020 at 14:26, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

That's okay

We are just trying to get the address details of another GLAP director now.

Can I just check whether it will be hand delivered/couriered, and whether it will need to be witnessed?

Thanks

[REDACTED]

[REDACTED] [REDACTED]

Housing Investment Manager - Portfolio, Transactions Team, Housing and Land

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169 Union Street, London SE1 0LL

020 7983 [REDACTED] | [REDACTED]

[london.gov.uk](https://www.london.gov.uk)

[REDACTED] [london.gov.uk](https://www.london.gov.uk)

From: [REDACTED] [mailto:[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)]
Sent: 04 December 2020 14:03
To: [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

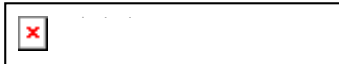
Thank you very much. I really appreciate your help.

Kind regards,

[REDACTED]

[REDACTED] [REDACTED]

M [REDACTED]



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On Fri, 4 Dec 2020 at 13:49, [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)> wrote:

Hi [REDACTED]

I will need to check this and get back to you, we might struggle to have any one available at such short notice.

I will let you know though.

Kind regards

[REDACTED]

[REDACTED] [REDACTED]

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[REDACTED] london.gov.uk

From: [REDACTED] [mailto:[REDACTED] [lifestory.group](mailto:[REDACTED]@lifestory.group)]
Sent: 04 December 2020 13:43
To: [REDACTED] <[REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[REDACTED] [lifestory.group](mailto:[REDACTED]@lifestory.group)>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

Thank you for providing Simon's contact details.

However, I have been made aware that [REDACTED] is not available today. Is there someone else I can contact?

Thank you,

[REDACTED]

[Remainder of email chain duplicates above]

[REDACTED]

From: [REDACTED] <[REDACTED]@lifestory.group>
Sent: 04 December 2020 14:39
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: S106 agreement - Anthology Kennington Stage

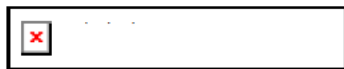
There are two plans which will need to be signed. This should only take a minute.

Thanks,

[REDACTED]

[REDACTED]

M [REDACTED]



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On Fri, 4 Dec 2020 at 14:33, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

Thanks [REDACTED]

That would be preferable. Do you have some broad signing instructions (including pages numbers etc.) which I can forward on ahead.

Kind regards

[REDACTED]

[REDACTED]

Housing Investment Manager - Portfolio, Transactions Team, Housing and Land

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169 Union Street, London SE1 0LL

020 7983 [REDACTED] | [REDACTED]

london.gov.uk

[REDACTED] london.gov.uk

From: [REDACTED] [mailto:[REDACTED]@lifestory.group]
Sent: 04 December 2020 14:30
To: [REDACTED] <[REDACTED]@london.gov.uk>
Cc: [REDACTED] <[REDACTED]@lifestory.group>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

I can hand deliver the document and witness the signature if that helps.

Thanks,

[REDACTED]

[REDACTED] [REDACTED]

M [REDACTED]



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On Fri, 4 Dec 2020 at 14:26, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

That's okay

We are just trying to get the address details of another GLAP director now.

Can I just check whether it will be hand delivered/couriered, and whether it will need to be witnessed?

Thanks

[REDACTED]

[REDACTED] [REDACTED]

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020 7983 [REDACTED] | [REDACTED]

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[REDACTED] [london.gov.uk](https://www.london.gov.uk)

From: [REDACTED] [mailto:[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)]
Sent: 04 December 2020 14:03
To: [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

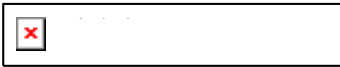
Thank you very much. I really appreciate your help.

Kind regards,

[REDACTED]

[REDACTED] [REDACTED]

M [REDACTED]



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On Fri, 4 Dec 2020 at 13:49, [REDACTED] [REDACTED] <[REDACTED]@[london.gov.uk](mailto:[REDACTED]@london.gov.uk)> wrote:

Hi [REDACTED]

I will need to check this and get back to you, we might struggle to have any one available at such short notice.

I will let you know though.

Kind regards

[REDACTED]

[REDACTED] [REDACTED]

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[REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

Thank you for providing Simon's contact details.

However, I have been made aware that [REDACTED] is not available today. Is there someone else I can contact?

Thank you,

11

M [REDACTED]



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On Fri, 4 Dec 2020 at 13:37, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

Hi [REDACTED]

It will need to be signed by [REDACTED]

It might be quicker to contact him directly: [REDACTED]; [REDACTED]

Kind regards

114

[REDACTED]

Housing Investment Manager - Portfolio, Transactions Team, Housing and Land

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169 Union Street, London SE1 0LL

020 7983 [REDACTED] | [REDACTED]

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[REDACTED] london.gov.uk

From: [REDACTED] [mailto:[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)]
Sent: 04 December 2020 13:14
To: [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[REDACTED][lifestory.group](mailto:[REDACTED]@lifestory.group)>
Subject: Re: S106 agreement - Anthology Kennington Stage

Hi [REDACTED]

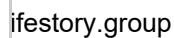
I apologise for emailing you again. We are looking to have the S106 agreement signed by all parties by 5pm today and there are still two missing signatures from the GLA.

I look forward to hearing from you as soon as possible.

Kind regards,

[REDACTED]

M [REDACTED]



On Fri, 4 Dec 2020 at 09:23, [REDACTED] <[REDACTED]@lifestory.group> wrote:

I am writing with regard to the S106 agreement relating to the development of Anthology Kennington Stage.

I would be very grateful if you could let me know who else to contact to get these plans signed from the GLA.

11