

27 **INTEREST**

All sums payable pursuant to this Agreement which are not paid on the due date for payment shall bear interest at the Interest Rate from the date on which payment was due until the date of actual payment.

28 **APPROVALS AND AUTHORISATIONS**

28.1 The Developer shall not be released from or relieved of any of its obligations set out in this Agreement as a result of any approval, agreement or consent of the Client or anyone on the Client's behalf.

28.2 Where the approval, consent, agreement, acknowledgement or authority of the Client is required pursuant to this Agreement such approval, consent, agreement, acknowledgement or authority shall (without limitation) only be validly given if in writing and signed by or on behalf of the Council and the GLA.

28.3 Where in this Agreement the Developer is required to submit to the Client for its approval, agreement or consent any plans, specifications or other information, in order for such submission to be validly submitted for the purposes of this Agreement it must state on its face: "This is an application to the Client for approval pursuant to Clause [*set out relevant clause reference*] of the Building Agreement and a response is required by [*set out relevant date*]". Where the Client's failure to respond will lead to it being deemed to have approved or consented to the submission, the application must state that clearly. Submissions to the Client shall be addressed to the Client's Surveyor.

29 **INCORPORATION OF PROVISIONS FROM THE PRINCIPAL DEVELOPMENT AGREEMENT**

29.1 The provisions of clause 31 (Confidentiality and Freedom of Information) and clause 33 (Data Protection) contained in the Principal Development Agreement shall apply to this Agreement as if the same were (*mutatis mutandis*) set out in full.

29.2 The Developer shall in addition comply with all of the provisions of the Principal Development Agreement insofar as it relates to the carrying out of works upon or in connection with the Phase Land or the making of any payments which are the subject of this agreement (including the Community Payment referred to in the Principal Development Agreement).

30 **GENERAL PROVISIONS**

30.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties or constitute the Developer as the agent of the Client or the GLA for any purpose whatsoever.

30.2 If at any time any of the provisions of this Agreement becomes illegal, invalid or unenforceable in any respect under any law or regulations of any jurisdiction, neither the legality, validity or unenforceability of the remaining provisions of this Agreement shall be in any way affected or impaired as a result.

30.3 No failure or delay on the part of the Client in exercising any right or power and no course of dealing between the parties hereto shall operate as a waiver nor shall any single or partial exercise of any right or power of the Client prevent any other or further exercise thereof or the exercise of any other right or power of the Client. The rights and remedies of the Client are cumulative and not exclusive of any rights or remedies which the Client would otherwise have.

- 30.4 Nothing contained in or done under this Agreement and no consents given by the Client or the GLA shall prejudice their rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, bylaws, instruments, orders or regulations.
- 30.5 Nothing in this Agreement nor any other document shall impose any obligation or liability on the Client with respect to any actions of or obligations or liabilities assumed or incurred by the Developer or its agents, Building Contractors or employees whether under contract, statute or otherwise.
- 30.6 Any approval by the Client or the GLA or any person on behalf of the Client or the GLA pursuant to this Agreement of any matter submitted by the Developer for approval:
- (a) shall not be deemed to be an acceptance by the Client of the correctness or suitability of the contents of the subject of the approval or consent; and
 - (b) shall only be given in its capacity as landowner and shall not affect its other statutory duties as referred to in Clause 30.4.
- 30.7 This Agreement shall be governed by and construed in accordance with the Law of England and the parties hereby irrevocably submit to the jurisdiction of the English courts.

Delivered as a deed on the date of this document.

Schedule 1
Phase Land and matters to which the Phase Land is subject

Part 1
Description of Phase Land

[•]

Part 2
Registered Titles

[•]

Part 3
Unregistered Titles

[•]

Schedule 2
The Phase Works

[Wording on Mosque etc to be added]

Schedule 3 Development Obligations

1 GENERAL

The provisions of this Schedule 3 (*Development Obligations*) shall apply to the Phase Works to be undertaken pursuant to this Agreement.

2 CONSENTS

2.1 The Developer shall make application for and use all reasonable endeavours to obtain the Consents (to the extent that these have not been obtained pursuant to the Principal Development Agreement) or obtain lawful relaxations or waivers of them in each case having regard to the Programme.

2.2 The Developer shall keep the Client properly informed as to the progress of each application for the Consents and of all negotiations relating to those applications and shall provide to the Client copies of all applications, material correspondence and notes of meetings relating to those applications and negotiations.

2.3 The Developer shall use all commercially prudent endeavours to procure that all Consents obtained remain valid and unrevoked and shall renew any that become invalid or revoked before the Date of Practical Completion of the Phase Works or the relevant part of them.

3 METHOD STATEMENT AND ACCESS PLANS

3.1 The Developer shall not Commence the Phase Works or any preparation for them until:

- (a) a Method Statement; and
- (b) Access Plans have been agreed or determined in accordance with this paragraph 3 (*Method Statement and Access Plans*).

3.2 As soon as reasonably practicable after the date of this Agreement the Developer shall submit to the Client for its approval a draft Method Statement which will set out the Developer's proposals for undertaking the Phase Works and Access Plans illustrating how the Developer shall ensure continuity of access and egress to all occupiers of the Phase Land and any areas adjacent to it and affected by the Phase Works shall be maintained throughout the carrying out of the Phase Works. The Client's approval of the draft Method Statement and Access Plans shall not be unreasonably withheld.

4 HOARDINGS

4.1 The Developer shall ensure that the Phase Land (or the parts in respect of which licences have been granted) is properly hoarded whilst any of the Phase Works are being undertaken.

4.2 The Client shall be entitled to affix to such hoardings such advertisements and artwork as it may reasonably require subject to the Developer being entitled to affix all notices required to comply with statutes and such other reasonable notices as the Client may approve giving details of the Developer, the Building Contractor and the Professional Team and any Sub-Contractors but the Developer shall not otherwise be entitled to affix any advertisements to such hoardings.

5 THE DEVELOPMENT

- 5.1 The Developer shall as soon as reasonably practicable having regard to the Programme carry out and diligently complete or procure the carrying out and completion of the Phase Works in accordance with the provisions of this Schedule 3 (*Development Obligations*) and this Agreement.
- 5.2 The Developer shall using reasonable endeavours carry out or using reasonable endeavours procure the carrying out of the Phase Works in accordance with:
- (a) the Consents and the planning permission obtained pursuant to the Principal Development Agreement;
 - (b) the Phase Specifications in relation to the Phase Works generally;
 - (c) all statutory requirements;
 - (d) the relevant Method Statement and Access Plans;
 - (e) all relevant British and European Standards and Codes of Practice and in the case of conflict the provisions of the Codes of Practice shall prevail;
 - (f) the Sustainability Standards;
 - (g) the Considerate Constructors Scheme,
- in a good and workmanlike manner using suitable good quality materials.
- 5.3 The Developer shall not specify any of the Prohibited Materials in the Phase Works and shall use all reasonable endeavours to procure that they are not used in the Phase Works.
- 5.4 In respect of the CDM Regulations:
- (a) the Developer shall be the only client in respect of the Phase Works in accordance with the CDM Regulations;
 - (b) the Developer shall give notice to the Health and Safety Executive in accordance with the requirements of the CDM Regulations of its appointment referred to at paragraph 5.4(a) and shall comply with its obligations as the only client under the CDM Regulations; and
 - (c) the Developer shall procure that designers and Building Contractors for the purposes of the CDM Regulations comply with their obligations under them and shall procure that full details of the Phase Works are given to the Health and Safety Executive and that a construction phase plan is prepared and submitted to the Health and Safety Executive all in accordance with the CDM Regulations.

6 PLANNING AGREEMENTS

- 6.1 The Developer shall comply with all of the obligations of the landowner as well as those of the developer (if any) in each of the Planning Agreements.
- 6.2 Any works to be undertaken pursuant to the terms of each Planning Agreement shall be undertaken in accordance with the terms of such Planning Agreement and

otherwise in accordance with the requirements for undertaking the Phase Works in accordance with this Schedule 3 (*Development Obligations*).

6.3 Where any such Planning Agreement requires the completion of works which are to be adopted by the local authority or highways authority (as applicable) the Developer shall use all reasonable endeavours to procure that such works are so adopted in accordance with the terms of such Planning Agreement.

6.4 The Developer shall make payment of all sums due from the Developer pursuant to the terms of each Planning Agreement.

7 GENERAL OBLIGATIONS

7.1 In respect of those parts of the Phase Land of which the Developer has been given vacant possession the Developer shall procure that:

- (a) no material or equipment is brought on to the Phase Land except that required for the Phase Works;
- (b) proper provision is made for the security of the Phase Land during the carrying out of the Phase Works and for the protection of any materials, plant and equipment in or on it;
- (c) all surplus material is removed from the Phase Land when it is no longer required for the Phase Works;
- (d) the Phase Land is maintained in a reasonably tidy condition and free from rubbish;
- (e) there is no excavation of the Phase Land or extraction of soil or minerals except as part of the Phase Works;
- (f) proper precautions are taken for the safety of all persons upon the Phase Land including security patrols, safeguards and arrangements of lighting the Phase Works as may be necessary or appropriate in the interests of public safety (but subject as otherwise provided in this Agreement);
- (g) the Phase Works are carried out in a manner which causes as little interference as is reasonably practicable (taking into account the nature of the works) to the public or the owners or occupiers of the adjoining or neighbouring property;
- (h) proper provision is made for the support of land, buildings and boundaries adjoining the Phase Land and for the protection of all services benefiting land adjoining or near to the Phase Land;
- (i) any adjoining highways, road and pavements are cleansed as often as may be reasonably necessary and are kept unobstructed;
- (j) the wheels of all construction traffic leaving the Phase Land are washed; and
- (k) proper arrangements are made with the requisite authorities for the provision of water, gas, electricity, telephone and other services required for the carrying out of the Phase Works.

7.2 Without prejudice to the generality of the foregoing:

- (a) the Developer will be responsible for the carrying out of any works to existing service media or statutory undertaker apparatus (whether by diversion replacement or otherwise) required as a result of or ancillary to the Phase Works; and
- (b) the Developer shall procure that no services or utilities serving the Development or any part of the Phase Works shall be connected within the land presently known as [Bullivant Street].

8 ARCHAEOLOGICAL WORKS

- 8.1 If any fossils, coins, relics or other articles or structures of historical, antiquarian or archaeological interest are found on the Phase Land they shall be the property of the Client.
- 8.2 The Developer shall during the course of the Development observe and comply with the Codes of Practice published by the British Archaeologists and Developers Liaison Group 1986.

9 TITLE MATTERS

- 9.1 The Developer shall comply with the title matters relating to the Phase Land, short details of which are set out in Schedule 1 (*Phase Land and matters to which the Phase Land is subject*).
- 9.2 The Developer shall not knowingly permit any encroachment or easement to be made or acquired against or over the Phase Land and shall immediately notify the Client on becoming aware of any encroachment or easement being made or attempted.

10 CLIENTS REPRESENTATIVE

The Developer shall promptly reimburse the Client for the reasonable cost incurred by it in employing the Clients Surveyor.

11 CLIENT'S CERTIFICATE

The Developer shall carry out the Phase Works so as to enable the Client's Certificate to be issued in accordance with the Programme.

Schedule 4

Not used.

Schedule 5
Payment of Overage by the Developer to the Client

1 DEFINITIONS

1.1 In this Schedule 5 (*Payment of Overage by the Developer to the Client*):

"Agreed Additional Costs" means [NOTE: GVA TO CLARIFY WHAT THESE ARE AND WHERE CALCULATED] calculated from the [*Agreed Dates*].

[TO INSERT ? = 50% of the increase in the BCIS all in Tender Price Index from the Agreed Date until the Secondary Unconditional Date for the Phase as defined in the Principal Development Agreement]

"Agreed Base Value" means £[] psf. [*Note: this will be inserted into each Building Agreement in respect of each Phase as provided by Schedule 6 of the Principal Development Agreement - GVA/LAKIS - THIS SHOULD BE VIABILITY BASE THRESHOLD LEVEL OR TENDER THRESHOLD LEVEL BUT THEY ARE NOT BOTH £PSF.*]

"Agreed Dates" means the following in respect of the relevant Phase specified:

Phase 1a	31 st December 2011
Phase 1b	31 st July 2012
Phase 2	31 st July 2012
Phase 3	31 st July 2012
Phase 4	31 st July 2012

"Agreed Threshold Level" means [•]. [*Note: GVA? LINK TO SCHEDULE 6 PDA DEFINITIONS LAKIS - SUGGEST YOU REFER TO CLAUSES 16/17 OF SCHEDULE 6 PDA*]

"BCIS All In Tender Price Index" means [GVA].

"Blocks" means the buildings which when completed will comprise the Private Housing Units [shown [edged red] on the Plan] and any reference to a **"Block"** means any one of the Blocks.

"Disposal" means the grant or transfer of any leasehold estate or interest in any Private Housing Unit on the terms of a Private Residential Long Lease.

["Final Payment Date" means in respect of each Block the earlier of:

- (a) the date 3 years from the date of Practical Completion of the relevant Block to be constructed by the Developer or on its behalf as part of the Phase Works; and
- (b) the earlier of:
 - (i) the completion by dating and delivery of the instrument of transfer, assignment, lease or other instrument; or
 - (ii) the payment of the price or delivery of valuable consideration is paid to the Developer or other person at the direction of the Developer,

in respect of the Disposal of the last of the Unsold Private Housing Units in the relevant Block.]

"Marketing and Private Letting Strategy" has the meaning given to it in the Principal Development Agreement.

"Market Value" means the market value of the interests to be valued in accordance with the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (edition current at the date of valuation) with the following additional assumptions:

- (a) the relevant Private Housing Unit has been sold as a single lot;
- (b) the Phase Land has good and marketable title;
- (c) the relevant Private Housing Unit is with good and marketable long leasehold title for a term of not less than [125] years [less 3 days] on the basis of a Private Residential Long Lease and with vacant possession;
- (d) that the relevant Private Housing Unit has been constructed and completed in accordance with all the provisions of this Agreement and the Principal Development Agreement;
- (e) that the relevant Private Housing Unit has full vehicular and pedestrian access to and from a public highway; and
- (f) that the relevant Private Housing Unit is not sold subject to the provisions of this Schedule 5 (*Payment of Overage by the Developer to the Client*).

"Overage" means the payment or payments which are due from the Developer to the Client under this Schedule 5 (*Payment of Overage by the Developer to the Client*).

"Payment commencement Date" means the date upon which Private Housing Sale Proceeds equal the Agreed Payment Threshold.

"Permitted Incentive" means [] [**Note: GVA?**]

"Private Housing Sale Proceeds" means the total of all the sale proceeds and other consideration and other sums paid or payable by the buyer of any Private Housing Unit in respect of a Disposal (whether of a capital or revenue nature) including (without limitation):

[NOTE: GVA ARE ANY OTHER RECEIPT, TO BE INCLUDED EG. FROM COMMERCIAL UNITS?]

- (a) any purchase price, premium, contribution or other sums [less any Permitted Incentive];
- (b) the value of any land or other consideration provided in exchange to any Disposal;
- (c) all contributions received from any third party towards any common expenses, facilities or other costs;

- (d) all payments received by the Developer by way of any grant, public subsidy or other public funding from any United Kingdom or European Union local, public or governmental authority; and
- (e) Market Value where applied in this Schedule.

"Private Residential Long Lease" means a lease of a Private Housing Unit for a term of not less than 125 years less 3 days reserving a nominal rent of not more than £350 per annum and reserving a premium in a sum which is not less than the Market Value of such Private Housing Unit.

"Private Sale Unit Specification" means the specification contained in Appendix [•] .

"Unsold Private Housing Units" means the Private Housing Units in a Block respect of which no Disposal has been made by the Developer to a buyer in accordance with all the provisions in paragraph 4 (*Disposals*).

- 1.2 For the purposes of this Schedule 5 (*Payment of Overage by the Developer to the Client*) a buyer includes any person who shall acquire a Private Housing Unit whether on the grant or transfer of a leasehold interest to the buyer.

2 **PAYMENT OF OVERAGE**

- 2.1 The Developer shall notify the Client forthwith of the Payment Commencement Date.
- 2.2 The Overage shall then be paid to the Client forthwith upon receipt by the Developer of any further Private Housing Sale Proceeds.
- 2.3 In the case of a disposal of any Private Housing Unit after the Payment Commencement Date the Developer shall procure that its solicitors provide the Client with an undertaking to pay the Overage to the Client from and upon receipt of the Private Housing Sale Proceeds.
- 2.4 The Developer shall pay the Overage to the Council who may give a valid receipt for the Overage on behalf of the Client.
- 2.5 In respect of each Block, within 10 Working Days of the Final Payment Date the Developer shall supply to the Client a schedule detailing the total aggregate of all Private Housing Sale Proceeds received in respect of the period between the date of this Agreement to and including the Final Payment Date together with a schedule setting out full details of the Unsold Private Housing Units (if any).
- 2.6 The Developer shall pay to the Client the Overage calculated in accordance with paragraph 3 (*Calculation of Overage*) within 10 Working Days of the agreement or determination of the amount of Overage.
- 2.7 Where the Client does not receive the Overage within the time period specified in paragraph 2.6 then the Developer shall in addition to the Overage pay to the Client on demand an amount equal to interest on that sum calculated at the Interest Rate in respect of the period from the Payment Date until the date of actual receipt of the Overage by the Client.

3 CALCULATION OF OVERAGE

3.1 Overage is to be calculated based on all surpluses achieved in excess of the Agreed Threshold Level referred to below.

3.2 The Overage shall be calculated as follows:

$$A \times B = C$$

$$C + D = X$$

$$E - X = F$$

Where

A = Actual Gross Internal Area which shall be the built aggregate Gross Internal Area (in sq ft) of all the Private Housing Units in the Phase as at the date of Wind and Watertight **[NOTE: GVA IS THIS FEASIBLE AS ALL BLOCKS MAY NOT BE COMPLETE?]**

B = Agreed Base Value £psf

C = Agreed Threshold Level

D = Agreed Additional Costs

X = revised base threshold level

E = an amount equal to the aggregate of:

(a) the total aggregate of all the Private Housing Sale Proceeds in respect of the Phase at any time during the period from the date of this Agreement to and including the Payment Date; and

(b) (where applicable) the Market Value of all the Unsold Private Housing Units in respect of the Phase as at the Payment Date as agreed between the Client and the Developer or, failing agreement, determined in accordance with paragraph 6 (*Disputes*); and

F = surplus in excess of the Agreed Threshold Level

3.3 The Overage shall be an amount calculated in accordance with the following formula:

$$G = F \times Y\%$$

F = the surplus in excess of the Agreed Threshold Level calculated in paragraph 3.2 above.

where:

Y = 60% [(or 75% where stated in Schedule 6 of the Principal Development Agreement)]

G = the Overage payable by the Developer to the Client;

4 **DISPOSALS**

- 4.1 The Developer shall use all reasonable endeavours to maximise the Private Housing Sales Proceeds in respect of each and every Private Housing Unit and to diligently proceed with the marketing and sale of the same.
- 4.2 Without limitation to paragraph 4.1 the Developer shall:
- (a) comply with the principles set out in the [Marketing and Private Letting Strategy]; and
 - (b) not to dispose of any interest in the Private Housing Units other than by means of a Disposal.
- 4.3 Whenever required by the Client the Developer shall within 10 Working Days of notice from the Client confirm in writing to the Client the Disposals that have been made and, if required by the Client, the Developer shall supply certified copies of each of instruments of transfer, assignment, lease or other instruments by which the Disposals were effected.
- 4.4 If notwithstanding the terms of this Schedule 5 (*Payment of Overage by the Developer to the Client*) the Developer shall make any Disposal at below the Market Value or otherwise than by way of the grant of a single Private Residential Long Lease the Client shall be entitled to require that in calculating the Overage on any Payment Date there shall be substituted in respect of that Disposal an amount equal to the Market Value of the same in place of the Private Housing Sale Proceeds received or receivable by the Developer or other person at the direction of the Developer.
- 4.5 The Developer shall not pay or allow any incentive in excess of a Permitted Incentive.

5 **RECORDS**

- 5.1 The Developer shall keep all its records available for inspection by the Client on an open book basis and the Developer will supply to the Client on request such information, documentation, schedules, certificates, transfers, leases, contracts, accounts and invoices as the Client shall reasonably require at any time in order to calculate and/or verify the amount of any Overage and/or Private Housing Sale Proceeds.
- 5.2 The Developer shall allow the Client to inspect and survey the Phase Land and each Private Housing Unit wherever the Client considers it necessary to determine the Market Value of any part of the same.

6 **DISPUTES**

If there shall be any dispute or disagreement between the Client and the Developer in relation to the amount of any Revenue Overage or on any of the terms or provisions of this Schedule 5 (*Payment of Overage by the Developer to the Client*) the dispute shall be determined in accordance with Clause 21 (*Disputes*)

EXECUTION PAGE

The common seal of **THE MAYOR AND
BURGESSES OF THE LONDON
BOROUGH OF TOWER HAMLETS** was
affixed in the presence of:

)
)

Authorised signatory

Executed as a deed by **SWAN HOUSING
ASSOCIATION LIMITED** acting by:

)
)
)

Director

Director/Secretary

Signed by [duly authorised person] on
behalf of **GLA LAND AND PROPERTY
LIMITED:**

)
)
)

Authorised Signatory

Authorised Signatory

**Appendix 1
Plan**

[To be agreed as per the Principal Development Agreement]

Appendix 2 Phase Specifications

Appendix 3
Building Contract
Form

Appendix 4
Sub-Contract

[Lease from PDF to be agreed]

Appendix 5
Block/
Phase Lease

Appendix 6
Provisions to be utilised for Professional Team Appointments

Part 1

Non-novated Professional Team member in favour of Council/GLA

**Schedule [•]
Third Party Rights Schedule**

1 Definitions and Interpretation

- (a) In this Schedule, unless the contrary intention appears, the following definitions apply:

"Appointment" means the contract of appointment under which the Client has engaged the Consultant to perform professional services in relation to the Project.

"Beneficiary" means the "Council" or the "GLA" as defined under the Appointment and includes any person to whom the benefit of this Schedule and/or any rights arising under it have been validly assigned in accordance with paragraph 7 (*Assignment*).

"Client" means [•] (company no [•]) whose registered office is at [•] and includes any person to whom the benefit of the Appointment has been validly assigned.

"Consultant" means [•] (company no [•]) whose registered office is at [•].

"Project" means has the meaning given to it in the Appointment.

"Property" means [•] and a reference to the Property is to the whole or any part of it as the circumstances may require.

"Proprietary Material" means all information and documentation (in printed, electronic or other format) and (if applicable) any designs contained therein prepared by or on behalf of the Consultant in the course of or as a result of carrying out the Services.

"Services" means the services to be performed by the Consultant pursuant to the Appointment.

"Statutory Requirements" means the requirements of the Building Act 1984, the Building Regulations 2010, the Construction (Design and Management) Regulations 2007 and all other relevant statutory requirements codes of practice, regulations and permissions having the force of law and applicable to the Project.

- (b) Any obligation on the Consultant to do an act includes an obligation to procure that it is done.
- (c) If a party is placed under a restriction in this Schedule, the restriction includes an obligation on the party not to permit the infringement of the restriction by any person.
- (d) References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.

- (e) Words in this Schedule denoting the singular include the plural meaning and vice versa.
- (f) Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- (g) The paragraph headings in this Schedule are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (h) Unless the contrary intention appears, references to numbered paragraphs are references to the relevant paragraphs in this Schedule.
- (i) References in this Schedule to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- (j) If the Consultant is two or more persons, the expression the "**Consultant**" includes the plural number and obligations in this Schedule expressed or implied to be made with or by the Consultant are to be treated as made with or by such persons jointly and severally.

2 **Consultant's Warranties**

- (a) The Consultant warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Appointment in accordance with the terms of the Appointment, provided always that:
 - (i) the Consultant shall owe no greater obligations to the Beneficiary under this Schedule than it owes to the Client under the Appointment; and
 - (ii) the Consultant shall be entitled in any proceedings under this Schedule to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint employer with the Client under the Appointment.
- (b) Without limiting paragraph 2(a), the Consultant warrants that, subject to the standard of skill, care and diligence to be exercised under the Appointment, unless otherwise instructed or authorised by the Client in writing, it has not specified or authorised for use, will not specify or authorise for use and that it will not knowingly permit the use and will immediately notify the Beneficiary of any proposed or actual use or specification in the Project of any materials and substances of which the Consultant becomes aware in the performance of the Services under the Appointment which, at the time of specification or use, are not in accordance with the British Property Federation/British Council for Offices report *Good practice in the selection of construction materials* (current edition).
- (c) The Consultant acknowledges that the Beneficiary shall be entitled to have relied and to continue to rely upon the warranties and undertakings given by the Consultant under this paragraph 2 (*Consultant's Warranties*).

3 **Obligations prior to determination of the Consultant's engagement**

- (a) The Consultant shall not exercise nor seek to exercise any right to determine its engagement under the Appointment for any reason, including any breach on the part of the Client, without giving to the Beneficiary not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed determination.
- (b) Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as necessary, to take account of the period of notice required under paragraph 3(a).
- (c) Compliance by the Consultant with paragraph 3(a) shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice, unless the right of determination shall have ceased under the provisions of paragraph 4 (*"Step-in" right*).

4 **"Step-in" right**

- (a) The right of the Consultant to determine its engagement under the Appointment shall cease if, within the period of 21 days referred to in paragraph 3(a), the Beneficiary shall give notice to the Consultant in the form of the Annex to this Schedule
- (b) Upon compliance by the Beneficiary with the requirements of paragraph 4(a), the Appointment shall continue as if the right of determination on the part of the Consultant had not arisen and as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Client.
- (c) Notwithstanding that as between the Client and the Consultant the Consultant's right of determination of its engagement under the Appointment may not have arisen, the provisions of paragraph 4(b) shall apply if the Beneficiary gives notice to the Consultant (with a copy to the Client) stating that the agreement made between the Beneficiary and the Client has been determined in accordance with its terms and confirming that the Beneficiary wishes the Consultant to accept the Beneficiary in place of the Client under the Appointment to progress the Project in order that a "Notice of Completion of Making Good" may be issued pursuant to the Building Contract. The Consultant shall be bound to assume that, as between the Client and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under this paragraph 4(c).
- (d) The Consultant, by acting in accordance with the provisions of this paragraph 4 (*"Step-in" right*), shall not incur any liability to the Client
- (e) The Beneficiary shall not incur any liability to the Consultant unless and until it issues a notice to the Consultant pursuant to this paragraph 4.

5 **Use of Proprietary Material**

- (a) The copyright in the Proprietary Material shall remain vested in the Consultant, but the Consultant grants to the Beneficiary an irrevocable royalty-free and non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project and/or the Property, including (without limitation) the execution and completion of the Project and the subsequent fitting out, maintenance, occupation, management, sale, advertisement, extension, refurbishment, alteration, reinstatement and repair of the Property.

- (b) The licence referred to in paragraph paragraph 5(a) carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Consultant's engagement under the Appointment.
- (c) The Consultant confirms to the Beneficiary that it has not infringed and shall not knowingly infringe any copyright or other intellectual property or design rights of any third party in relation to the Project including, without limitation, by copying wholly or substantially the work of any third party.
- (d) Insofar as the Consultant is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Consultant waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Property and shall (so far as it is within its power to do so) procure a similar waiver from its servants, agents and employees.
- (e) The Consultant shall not be liable for the consequences of any use of the Proprietary Material for any purpose other than that for which it was prepared by the Consultant and such purposes as are reasonable foreseeable in accordance with the purposes set out at paragraph 5(a) above.

6 Insurance

- (a) Without limiting its other obligations under this Schedule or otherwise at law, the Consultant shall maintain professional indemnity insurance to cover its professional liability under this Schedule, with a limit of indemnity of not less than £10,000,000 in respect of each and every claim, provided that such insurance continues to be available in the European Union market at commercially reasonable premium rates to consultants performing services substantially similar to the Services.
- (b) The insurance referred to in paragraph 6(a) will:
 - (i) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (ii) be provided by reputable insurers with a place of business in the United Kingdom; and
 - (iii) be maintained from the date of the Appointment and for a period expiring not less than 12 years after the completion of the Services and notwithstanding the expiry or termination of the Consultant's engagement under the Appointment.
- (c) As and when reasonably required to do so by the Beneficiary, the Consultant shall produce documentary evidence that the insurance required by this paragraph 6 (*Insurance*) is being properly maintained.
- (d) The Consultant shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this paragraph 6 (*Insurance*) on reasonable terms and at commercially reasonable premium rates or at all and in that event shall continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Consultant.

7 **Assignment**

The Beneficiary may at any time, without the consent of the Consultant, assign the benefit of this Schedule and/or all rights arising under it by way of absolute legal assignment to any person acquiring an interest in the Property (subject to a maximum of two such assignments) and in addition may at any time assign the benefit of this Schedule by way of charge and/or by way of security without the comment of the Consultant being required. Assignments to a subsidiary or holding company of the Beneficiary or any other subsidiary of the Beneficiary's holding company shall not require the prior consent of the Consultant and shall not count towards such two occasions.

8 **Limitation**

No action or proceedings for any breach of this Schedule shall be commenced against the Consultant after the expiry of 12 years following practical completion of the Project.

9 **Notices and General**

- (a) Any notice or other communication required under this Schedule shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- (b) If the Consultant is a partnership each partner shall be jointly and severally liable under this Schedule.
- (c) If any provision of this Schedule shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Schedule shall continue to have full force and effect.

10 **Governing law and disputes**

The application and interpretation of this Schedule shall in all respects be governed by English law and any dispute or difference arising under this Schedule shall be subject to the non-exclusive jurisdiction of the English courts.

Annex to Part 1 of Schedule Form of Step-in notice and undertaking

- 1 We refer to your notice dated [insert date of Consultant's notice] notifying us of your intention to terminate your appointment with [●] dated [*insert date of appointment*] (the "**Appointment**"). In accordance with paragraph 4 ("*Step-in right*") of Schedule [●] Part 1 of the Appointment, we give you notice that:
 - (a) we may rely on the services that you have performed to date under the Appointment;
 - (b) we require you to continue to observe your obligations under the Appointment for our benefit; and
 - (c) we require you to continue with the performance of the services set out in the Appointment for our benefit.
- 2 In consideration of the above, we assume all responsibilities of [●] in accordance with the terms of the Appointment and agree to be bound by the same as if we

had always been the "Client" under the Appointment, in the place of [●]. In particular, we undertake to:

- (a) discharge, within 21 days of the date of this notice, any sums which have become properly due and payable to you under the Appointment and which remain unpaid; and
- (b) pay all sums which may subsequently become due to you under the Appointment.

Signed for and on behalf of [●]

.....

Authorised Signatory

Part 2

Consultant Third Party Rights Schedule - post-novation to Council/GLA

Schedule [●] Third Party Rights Schedule

1 Definitions and Interpretation

- (a) In this Schedule, unless the contrary intention appears, the following definitions apply:

"Appointment" means the contract of appointment under which the Beneficiary engaged the Consultant to perform professional services in relation to the Project and by a deed of novation dated [●] the rights and obligations of the Beneficiary under the Appointment have been transferred to the Contractor.

"Beneficiary" means the "Council" or the "GLA" as defined under the Appointment and includes any person to whom the benefit of this Schedule and/or any rights arising under it have been validly assigned in accordance with paragraph 5 (*Assignment*).

"Consultant" means [●] (company no [●] whose registered office is at [●].

"Contractor" means [●] (company no [●]) whose registered office is at [●].

"Project" means has the meaning given to it in the Appointment.

"Property" means [●] and a reference to the Property is to the whole or any part of it as the circumstances may require.

"Proprietary Material" means all information and documentation (in printed, electronic or other format) and (if applicable) any designs contained therein prepared by or on behalf of the Consultant in the course of or as a result of carrying out the Services.

"Services" means the services to be performed by the Consultant pursuant to the Appointment.

"Statutory Requirements" means the requirements of the Building Act 1984, the Building Regulations 2010, the Construction (Design and Management) Regulations 2007 and all other relevant statutory requirements codes of practice, regulations and permissions having the force of law and applicable to the Project.

- (b) Any obligation on the Consultant to do an act includes an obligation to procure that it is done.
- (c) If a party is placed under a restriction in this Schedule, the restriction includes an obligation on the party not to permit the infringement of the restriction by any person.
- (d) References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- (e) Words in this Schedule denoting the singular include the plural meaning and vice versa.
- (f) Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- (g) The paragraph headings in this Schedule are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (h) Unless the contrary intention appears, references to numbered paragraphs are references to the relevant paragraphs in this Schedule.
- (i) References in this Schedule to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- (j) If the Consultant is two or more persons, the expression the **"Consultant"** includes the plural number and obligations in this Schedule expressed or implied to be made with or by the Consultant are to be treated as made with or by such persons jointly and severally.

2 **Consultant's Warranties**

- (a) The Consultant warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Appointment in accordance with the terms of the Appointment, provided always that:
 - (i) the Consultant shall owe no greater obligations to the Beneficiary under this Schedule than it owes to the Contractor under the Appointment; and
 - (ii) the Consultant shall be entitled in any proceedings under this Schedule to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint employer with the Contractor under the Appointment.

- (b) Without limiting paragraph 2(a), the Consultant warrants that, subject to the standard of skill, care and diligence to be exercised under the Appointment, it has not specified or authorised for use, will not specify or authorise for use and that it will not knowingly permit the use and will immediately notify the Beneficiary of any proposed or actual use or specification in the Project of any materials and substances of which the Consultant becomes aware in the performance of the Services under the Appointment which, at the time of specification, are not in accordance with the British Property Federation/British Council for Offices report *Good practice in the selection of construction materials* (current edition).
- (c) The Consultant acknowledges that the Beneficiary shall be entitled to have relied and to continue to rely upon the warranties and undertakings given by the Consultant under this paragraph 2 (*Consultant's Warranties*).

3 Use of Proprietary Material

- (a) The copyright in the Proprietary Material shall remain vested in the Consultant, but the Consultant grants to the Beneficiary an irrevocable royalty-free and non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project and/or the Property, including (without limitation) the execution and completion of the Project and the subsequent fitting out, maintenance, occupation, management, sale, advertisement, extension, refurbishment, alteration, reinstatement and repair of the Property.
- (b) The licence referred to in paragraph paragraph 3(a) carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Consultant's engagement under the Appointment.
- (c) The Consultant confirms to the Beneficiary that it has not infringed and shall not knowingly infringe any copyright or other intellectual property or design rights of any third party in relation to the Project including, without limitation, by copying wholly or substantially the work of any third party.
- (d) Insofar as the Consultant is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Consultant waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Property and shall (so far as it is within its power to do so) procure a similar waiver from its servants, agents and employees.
- (e) The Consultant shall not be liable for the consequences of any use of the Proprietary Material for any purpose other than that for which it was prepared by the Consultant and such purposes as are reasonably foreseeable in accordance with the purposes set out at paragraph 3 (a) above.

4 Insurance

- (a) Without limiting its other obligations under this Schedule or otherwise at law, the Consultant shall maintain professional indemnity insurance to cover its professional liability under this Schedule, with a limit of indemnity of not less than £10,000,000 in respect of each and every claim, provided that such insurance continues to be available in the European Union market at commercially reasonable premium rates to consultants performing services substantially similar to the Services.
- (b) The insurance referred to in paragraph 4(a) will:

- (i) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (ii) be provided by reputable insurers with a place of business in the United Kingdom; and
 - (iii) be maintained from the date of the Appointment and for a period expiring not less than 12 years after the completion of the Services and notwithstanding the expiry or termination of the Consultant's engagement under the Appointment.
- (c) As and when reasonably required to do so by the Beneficiary, the Consultant shall produce documentary evidence that the insurance required by this paragraph 4 (*Insurance*) is being properly maintained.
- (d) The Consultant shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this paragraph 4 (*Insurance*) on reasonable terms and at commercially reasonable premium rates or at all and in that event shall continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Consultant.

5 **Assignment**

The Beneficiary may at any time, without the consent of the Consultant, assign the benefit of this Schedule and/or all rights arising under it by way of absolute legal assignment to any person acquiring its interest in the Property (subject to a maximum of two such assignments) and in addition may at any time assign the benefit of this Schedule by way of charge and/or by way of security without the comment of the Consultant being required. Assignments to a subsidiary or holding company of the Beneficiary or any other subsidiary of the Beneficiary's holding company shall not require the prior consent of the Consultant and shall not count towards such two occasions.

6 **Limitation**

No action or proceedings for any breach of this Schedule shall be commenced against the Consultant after the expiry of 12 years following practical completion of the Project.

7 **Notices and General**

- (a) Any notice or other communication required under this Schedule shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- (b) If the Consultant is a partnership each partner shall be jointly and severally liable under this Schedule.
- (c) If any provision of this Schedule shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Schedule shall continue to have full force and effect.

8 **Governing law and disputes**

The application and interpretation of this Schedule shall in all respects be governed by English law and any dispute or difference arising under this Schedule shall be subject to the non-exclusive jurisdiction of the English courts.

Part 3

Third Party Rights Schedule - Building Contractor in favour of Council/GLA

Schedule [●] Third Party Rights Schedule

1 Definitions and Interpretation

- (a) In this Schedule, unless the contrary intention appears, the following definitions apply:

"Beneficiary" means the "Council" or "GLA" as defined under the Contract and includes any person to whom the benefit of this Schedule and/or any rights arising under it have been validly assigned in accordance with paragraph 7 (*Assignment*).

"Client" means [●] (company no [●]) whose registered office is at [●] and includes any person to whom the benefit of the Contract has been validly assigned.

"Contract" means the contract under which the Client has engaged the Contractor to carry out and complete the Works.

"Contractor" means [●] (company no [●]) whose registered office is at [●].

"Project" means project of carrying out the Works at the Property.

"Property" means [●] and a reference to the Property is to the whole or any part of it as the circumstances may require.

"Proprietary Material" means all information and documentation (in printed, electronic or other format) and (if applicable) any designs contained therein prepared by or on behalf of the Contractor in the course of or as a result of carrying out the Works.

"Statutory Requirements" means the requirements of the Building Act 1984, the Building Regulations 2010, the Construction (Design and Management) Regulations 2007 and all other relevant statutory requirements codes of practice, regulations and permissions having the force of law and applicable to the Project.

"Works" means the design and construction works carried out or to be carried out by the Contractor pursuant to the Contract.

- (b) Any obligation on the Contractor to do an act includes an obligation to procure that it is done.
- (c) If a party is placed under a restriction in this Schedule, the restriction includes an obligation on the party not to permit the infringement of the restriction by any person.
- (d) References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- (e) Words in this Schedule denoting the singular include the plural meaning and vice versa.

- (f) Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- (g) The paragraph headings in this Schedule are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (h) Unless the contrary intention appears, references to numbered paragraphs are references to the relevant paragraphs in this Schedule.
- (i) References in this Schedule to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

2 **Contractor's Warranties**

- (a) The Contractor warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Contract in accordance with the terms of the Contract, provided always that:
 - (i) the Contractor shall owe no greater obligations to the Beneficiary under this Schedule than it owes to the Client under the Contract;
 - (ii) the Contractor shall be entitled in any proceedings under this Schedule to rely on any limitation in the Contract and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint employer with the Client under the Contract; and
 - (iii) the Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Works unless and until the Beneficiary has given notice to the Contractor under paragraph 4(a) or paragraph 4(c).
- (b) Without limiting paragraph 2(a), the Contractor warrants that:
 - (i) the Works as completed will comply with any performance specification or requirement included in the Contract;
 - (ii) the Works have been and will be carried out and completed in a good and workmanlike manner using good quality materials and in all respects in accordance with the Contract;
 - (iii) unless otherwise instructed or authorised by the Client or the Employer's Agent on his behalf under the Contract in writing, it has not specified or authorised for use, will not specify or authorise for use and that it will not use or knowingly permit the use and will immediately notify the Beneficiary of any proposed or actual use or specification in the Project of any materials and substances for the time being not in accordance with the British Property Federation/British Council for Offices report *Good practice in the selection of construction materials* (current edition); and
 - (iv) the Works as completed will in all respects comply with the Statutory Requirements.

- (c) The Contractor acknowledges that the Beneficiary shall be deemed to have relied and to continue to rely upon the warranties and undertakings given by the Contractor under this paragraph 2.

3 Obligations prior to determination of the Contractor's engagement

- (a) The Contractor shall not exercise nor seek to exercise any right to determine its engagement under the Contract for any reason, including any breach on the part of the Client, without giving to the Beneficiary not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed determination.
- (b) Any period stipulated in the Contract for the exercise by the Contractor of a right of determination shall be extended, as necessary, to take account of the period of notice required under paragraph 3(a).
- (c) Compliance by the Contractor with paragraph 3(a) shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of determination, nor otherwise prevent the Contractor from exercising its rights after the expiration of the notice, unless the right of determination shall have ceased under the provisions of paragraph 4 (*"Step-in" right*).

4 "Step-in" right

- (a) The right of the Contractor to determine its engagement under the Contract shall cease if, within the period of 21 days referred to in paragraph 3(a), the Beneficiary shall give notice to the Contractor in the form of the Annex to this Schedule
- (b) Upon compliance by the Beneficiary with the requirements of paragraph 4(a), the Contract shall continue as if the right of determination on the part of the Contractor had not arisen and as if the Contract had been entered into between the Contractor and the Beneficiary to the exclusion of the Client.
- (c) Notwithstanding that as between the Client and the Contractor the Contractor's right of determination of its engagement under the Contract may not have arisen, the provisions of paragraph 4(b) shall apply if the Beneficiary gives notice to the Contractor (with a copy to the Client) stating that the development agreement made between the Beneficiary and the Client in relation to the Project has been determined in accordance with its terms and confirming that the Beneficiary wishes the Contractor to accept the Beneficiary in place of the Client under the Contract. The Contractor shall be bound to assume that, as between the Client and the Beneficiary, circumstances have occurred which permit the Beneficiary to give such notice under this paragraph 4(c).
- (d) The Contractor, by acting in accordance with the provisions of this paragraph 4 (*"Step-in" right*), shall not incur any liability to the Client
- (e) The Beneficiary shall not incur any liability to the Contractor unless and until it issues a notice to the Contractor pursuant to this paragraph 4.

5 Use of Proprietary Material

- (a) The copyright in the Proprietary Material shall remain vested in the Contractor, but the Contractor grants to the Beneficiary an irrevocable royalty-free and non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project and/or the Property, including (without limitation) the execution and completion of the Project and the subsequent fitting

out, maintenance, occupation, management, sale, advertisement, extension, refurbishment, alteration, reinstatement and repair of the Property.

- (b) The licence referred to in paragraph 5(a) carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Contractor's engagement under the Contract.
- (c) The Contractor confirms to the Beneficiary that it has not infringed and shall not knowingly infringe any copyright or other intellectual property or design rights of any third party in relation to the Project including, without limitation, by copying wholly or substantially the work of any third party.
- (d) Insofar as the Contractor is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Contractor waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Property and shall (so far as it is within its power to do so) procure a similar waiver from its servants, agents and employees).
- (e) The Contractor shall procure for the Beneficiary a waiver corresponding to that in paragraph 5(d) from any sub-contractor employed by the Contractor who is an author (as referred to in the Copyright, Designs and Patents Act 1988) of any part of the Proprietary Material and/or of the Works
- (f) The Contractor shall not be liable for the consequences of any use of the Proprietary Material for any purpose which is inconsistent with that for which it was prepared by the Contractor.

6 Insurance

- (a) Without limiting its other obligations under this Schedule or otherwise at law, the Contractor shall maintain professional indemnity insurance to cover its professional liability under this Schedule, with a limit of indemnity of not less than £[●],000,000 in respect of each and every claim, provided that such insurance continues to be available in the European Union market at commercially reasonable premium rates to contractors undertaking works substantially similar to the Works.
- (b) The insurance referred to in paragraph 6(a) will:
 - (i) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and
 - (ii) be provided by reputable insurers with a place of business in the United Kingdom; and
 - (iii) be maintained from the date of the Contract and for a period expiring not less than 12 years after the completion of the Project and notwithstanding the expiry or termination of the Contractor's employment under the Contract.
- (c) As and when reasonably required to do so by the Beneficiary, the Contractor shall produce documentary evidence that the insurance required by this paragraph 6 (*Insurance*) is being properly maintained.
- (d) The Contractor shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this paragraph 6 (*Insurance*) on reasonable terms and at commercially reasonable premium rates or at all and in that event shall

continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Contractor.

7 **Assignment**

The Beneficiary may at any time, without the consent of the Contractor, assign the benefit of this Schedule and/or any rights arising under it to any person acquiring an interest in the Property (subject to a maximum of two such assignments) and in addition may at any time assign the benefit of this Schedule by way of security without the comment of the Contractor being required. Assignments to a subsidiary or holding company of the Beneficiary or any other subsidiary of the Beneficiary's holding company shall not require the prior consent of the Contractor and shall not count towards such two occasions.

8 **Limitation**

No action or proceedings for any breach of this Schedule shall be commenced against the Contractor after the expiry of 12 years following practical completion of the Project.

9 **Notices and General**

- (a) Any notice or other communication required under this Schedule shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- (b) If any provision of this Schedule shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Schedule shall continue to have full force and effect.

10 **Governing law and disputes**

The application and interpretation of this Schedule shall in all respects be governed by English law and any dispute or difference arising under this Schedule shall be subject to the non-exclusive jurisdiction of the English courts.

Annex to foregoing Schedule Form of Step-in notice and undertaking

- 1 We refer to your notice dated [insert date of Contractor's notice] notifying us of your intention to terminate your engagement with [●] dated [*insert date of contract*] (the "**Contract**"). In accordance with paragraph 4 ("*Step-in*" right) of Schedule [●] (*Third Party Rights Schedule*) of the Contract, we give you notice that:
 - (a) we will rely on the works that you have performed to date under the Contract;
 - (b) we require you to continue to observe your obligations under the Contract for our benefit; and
 - (c) we require you to continue to undertake the Works in the Contract for our benefit.

- 2 In consideration of the above, we assume all responsibilities of [●] in accordance with the terms of the Contract and agree to be bound by the same as if we had always been the "Client" under the Contract, in the place of [●]. In particular, we undertake to:

- (d) discharge, within 21 days of the date of this notice, any sums which have become properly due and payable to you under the Contract and which remain unpaid; and
- (e) pay all sums which may subsequently become due to you under the Contract.

Signed for and on behalf of [●]

.....

Authorised Signatory

Part 4

Sub-Contractor Third Party Rights Schedule - Sub-Contractor in favour of Council/GLA

Schedule [●] Third Party Rights Schedule

1 Definitions and Interpretation

- (a) In this Schedule, unless the contrary intention appears, the following definitions apply:

"Beneficiary" means the "Council" or "GLA" as defined under the Contract and includes any person to whom the benefit of the Contract has been validly assigned and/or any rights arising under this Schedule have been validly assigned in accordance with paragraph 7.

"Contract" means the contract under which [●] has engaged the Contractor to carry out and complete the Works.

"Contractor" means [●] (company no [●]) whose registered office is at [●].

"Project" means project of carrying out the Works at the Property.

"Property" means [●] and a reference to the Property is to the whole or any part of it as the circumstances may require.

"Proprietary Material" means all drawings, details, plans, specifications, schedules, reports, calculations, software and other work (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Sub-Contractor in the course of or as a result of carrying out the Sub-Contract Works.

"Statutory Requirements" means the requirements of the Building Act 1984, the Building Regulations 2010, the Construction (Design and Management) Regulations

2007 and all other relevant statutory requirements codes of practice, regulations and permissions having the force of law and applicable to the Project.

"Sub-Contract" means the sub-contract dated [●] between the Contractor (1) and the Sub-Contractor (2) (and any further agreement varying or supplementing it) whereby the Sub-Contractor has undertaken to carry out and complete the Sub-Contract Works.

"Sub-Contractor" means [●] (company no [●]) whose registered office is at [●].

"Sub-Contract Works" means those parts of the Works to be carried out by the Sub-Contractor as more particularly defined and described in the Sub-Contract.

"Works" means the design and construction works carried out or to be carried out by the Contractor pursuant to the Contract.

- (b) Any obligation on the Sub-Contractor to do an act includes an obligation to procure that it is done.
- (c) If a party is placed under a restriction in this Schedule, the restriction includes an obligation on the party not to permit the infringement of the restriction by any person.
- (d) References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- (e) Words in this Schedule denoting the singular include the plural meaning and vice versa.
- (f) Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- (g) The paragraph headings in this Schedule are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- (h) Unless the contrary intention appears, references to numbered paragraphs are references to the relevant paragraphs in this Schedule.
- (i) References in this Schedule to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

2 **Sub-Contractor's Warranties**

- (a) The Sub-Contractor warrants to the Beneficiary that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Sub-Contract in accordance with the terms of the Sub-Contract, provided always that:
 - (i) the Sub-Contractor shall owe no greater obligations to the Beneficiary under this Schedule than it owes to the Contractor under the Sub-Contract;
 - (ii) the Sub-Contractor shall be entitled in any proceedings under this Schedule to rely on any limitation in the Sub-Contract and to raise the equivalent

rights in defence of liability (but excluding set-offs or counterclaims) as if the Beneficiary had been named as a joint employer with the Contractor under the Sub-Contract; and

- (iii) the Sub-Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Sub-Contract Works unless and until the Beneficiary has given notice to the Sub-Contractor under paragraph 4(a) or paragraph 4(c).
- (b) Without limiting paragraph 2(a), the Sub-Contractor warrants that:
 - (i) The Sub-Contract Works as completed will comply with any performance specification or requirement included in the Sub-Contract;
 - (ii) the Sub-Contract Works have been and will be carried out and completed in a good and workmanlike manner using good quality materials and in all respects in accordance with the Sub-Contract;
 - (iii) it has not specified or authorised for use, will not specify or authorise for use and that it will not use or knowingly permit the use and will immediately notify the Beneficiary of any proposed or actual use or specification in the Project of any materials and substances for the time being not in accordance with the British Property Federation/British Council of Offices report *Good practice in the selection of construction materials* (current edition); and
 - (iv) the Sub-Contract Works as completed will in all respects comply with the Statutory Requirements.
- (c) The Sub-Contractor acknowledges that the Beneficiary shall be deemed to have relied and to continue to rely upon the warranties and undertakings given by the Sub-Contractor under this paragraph 2.

3 Obligations prior to determination of the Sub-Contractor's engagement

- (a) The Sub-Contractor shall not exercise nor seek to exercise any right to determine its engagement under the Sub-Contract for any reason, including any breach on the part of the Contractor, without giving to the Beneficiary not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed determination.
- (b) Any period stipulated in the Sub-Contract for the exercise by the Sub-Contractor of a right of determination shall be extended, as necessary, to take account of the period of notice required under paragraph 3(a).
- (c) Compliance by the Sub-Contractor with paragraph 3(a) shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination, nor otherwise prevent the Sub-Contractor from exercising its rights after the expiration of the notice, unless the right of determination shall have ceased under the provisions of paragraph 4.

4 "Step-in" right

- (a) The right of the Sub-Contractor to determine its engagement under the Sub-Contract shall cease if, within the period of 21 days referred to in paragraph 3(a), the Beneficiary shall give notice to the Sub-Contractor in the form of the Annex to this Schedule

- (b) Upon compliance by the Beneficiary with the requirements of paragraph 4(a), the Sub-Contract shall continue as if the right of determination on the part of the Sub-Contractor had not arisen and as if the Sub-Contract had been entered into between the Sub-Contractor and the Beneficiary to the exclusion of the Contractor.
- (c) Notwithstanding that as between the Contractor and the Sub-Contractor the Sub-Contractor's right of determination of its engagement under the Sub-Contract may not have arisen, the provisions of paragraph 4(b) shall apply if the Beneficiary gives notice to the Sub-Contractor and the Contractor to that effect and the Beneficiary complies with the requirements on its part under paragraph 4(a). The Sub-Contractor shall be bound to assume that, as between the Contractor and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under this paragraph 4(c).
- (d) The Sub-Contractor, by acting in accordance with the provisions of this paragraph 4, shall not incur any liability to the Contractor.

5 Use of Proprietary Material

- (a) The copyright in the Proprietary Material shall remain vested in the Sub-Contractor, but the Sub-Contractor grants to the Beneficiary an irrevocable royalty-free and non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project and/or the Property, including (without limitation) the execution and completion of the Project and the subsequent fitting out, maintenance, occupation, management, sale, advertisement, extension, refurbishment, alteration, reinstatement and repair of the Property.
- (b) The licence referred to in paragraph 5(a) carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Sub-Contractor's engagement under the Sub-Contract.
- (c) Insofar as the Sub-Contractor is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Sub-Contractor waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Property.
- (d) The Sub-Contractor shall not be liable for the consequences of any use of the Proprietary Material for any purpose beyond which is inconsistent with that for which it was prepared by the Sub-Contractor.

6 Insurance

- (a) Without limiting its other obligations under this Schedule or otherwise at law, the Sub-Contractor shall maintain professional indemnity insurance to cover its professional liability under this Schedule, with a limit of indemnity of not less than £[●],000,000 in respect of each and every claim, provided that such insurance continues to be available in the European Union market on reasonable terms and at commercially reasonable premium rates to sub-contractors undertaking works substantially similar to the Sub-Contract Works.
- (b) The insurance referred to in paragraph 6(a) will:
 - (i) be subject only to such conditions and excesses as may be usual in the European Union market at the time; and

- (ii) be provided by reputable insurers with a place of business in the United Kingdom; and
 - (iii) be maintained from the date of the Sub-Contract and for a period expiring not less than 12 years after the completion of the Sub-Contract Works and notwithstanding the expiry or termination of the Sub-Contractor's employment under the Sub-Contract.
- (c) As and when reasonably required to do so by the Beneficiary, the Sub-Contractor shall produce documentary evidence that the insurance required by this paragraph 6 is being properly maintained.
- (d) The Sub-Contractor shall promptly notify the Beneficiary if at any time it is unable to obtain insurance as required by this paragraph 6 on reasonable terms and at commercially reasonable premium rates or at all and in that event shall continue to maintain insurance on such terms and with such a limit of indemnity as may then be available to the Sub-Contractor.

7 **Assignment**

The Beneficiary may at any time, without the consent of the Sub-Contractor, assign the benefit of this Schedule and/or any rights arising under it to any person acquiring an interest in the Property (subject to a maximum of two such assignments) and in addition may at any time assign the benefit of this Schedule by way of security without the comment of the Sub-Contractor being required. Assignments to a subsidiary or holding company of the Beneficiary or any other subsidiary of the Beneficiary's holding company shall not require the prior consent of the Sub-Contractor and shall not count towards such two occasions.

8 **Limitation**

No action or proceedings for any breach of this Schedule shall be commenced against the Sub-Contractor after the expiry of 12 years following practical completion of the Project.

9 **Notices and General**

- (a) Any notice or other communication required under this Schedule shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- (b) If any provision of this Schedule shall be found to be ineffective, inoperable or unenforceable for any reason it shall be deemed to be deleted and the remaining provisions of this Schedule shall continue to have full force and effect.

10 **Governing law and disputes**

The application and interpretation of this Schedule shall in all respects be governed by English law and any dispute or difference arising under this Schedule shall be subject to the non-exclusive jurisdiction of the English courts.

Annex to Part 1 of Schedule Form of Step-in notice and undertaking

- 1 We refer to your notice dated [insert date of Sub-Contractor's notice] notifying us of your intention to terminate your engagement with [•] *[insert Contractor's details]* dated *[insert date of sub-contract]* (the "**Sub-Contract**"). In accordance

with paragraph 4 ("*Step-in*" right) of Schedule [●] (*Third Party Rights Schedule*) of the Sub-Contract, we give you notice that:

- a) we will rely on the works that you have performed to date under the Sub-Contract;
- b) we require you to continue to observe your obligations under the Sub-Contract for our benefit; and
- c) we require you to continue to undertake the Sub-Contract Works in the Sub-Contract for our benefit.

2 In consideration of the above, we assume all responsibilities of *[insert Contractor's details]* in accordance with the terms of the Sub-Contract and agree to be bound by the same as if we had always been the "Contractor" under the Sub-Contract, in the place of *[insert Contractor's details]*. In particular, we undertake to:

- d) discharge, within 21 days of the date of this notice, any sums which have become properly due and payable to you under the Sub-Contract and which remain unpaid; and
- e) pay all sums which may subsequently become due to you under the Sub-Contract.

Signed for and on behalf of [●]

.....
Authorised Signatory

Appendix 7 Programme

Schedule 2 Onerous Conditions

Those conditions which the Client would find unacceptable

- 1 Any condition which in the reasonable opinion of the Client would prevent the delivery of the Key Requirements; and
- 2 Without prejudice to the generality of paragraph 1 above:
 - (a) would result in the provision of less than 1, ~~621~~ 575 Units (excluding for these purposes any Commercial Units and the Community Building) upon the Development; or
 - (b) would result in the provision of less than 50% Affordable Housing Units ~~(as a percentage of the aggregate number of Affordable Housing Units and Private Housing Units)~~ on a phase by phase basis across the entire scheme as measured by habitable rooms, except in relation to Phase 1(b) to which this shall not apply.

Schedule 3 Unacceptable Conditions

Those conditions which the Developer would find unacceptable,

A condition or conditions imposed in the Planning Permission or a Planning Agreement in respect of the Site as a whole which contains or refers to one or more prohibitions or restrictions of any of the following kind:-

- (a) it requires the execution of an Agreement under Section 106 of the Town and Country Planning Act 1990 in relation to land other than (and whether or not also included) the Site save that any obligation contained in such an agreement relating to off site highway works shall not constitute an Onerous Condition;
- (b) it limits the occupation and/or use of the whole or any material part of the Site to any designated occupier or class of occupier or to any specific period of time (whether by imposing a geographic qualification upon the proposed occupier or otherwise) save that any obligation to provide Affordable Housing in accordance with the Key Requirements and the obligation to provide commercial units a Community Building and the Affordable Workshop Space shall not constitute an Onerous Condition
- (c) it prevents the Development or any part of it being carried out without the agreement or co-operation of an independent third party which cannot be obtained by the Purchaser on terms or at a cost or within a time which in any such case is reasonable in the circumstances (it being acknowledged without limitation that a cost below £250,000 or an anticipated time of less than 6 months shall be deemed to be reasonable);
- (d) It would, if implemented, cause a breach of any obligations on the part of the Developer pursuant to this Agreement or a Building Agreement;
- (e) it would require (in addition to making the Community Payment and compliance by the Developer with the terms of this Agreement) payments in excess of the following:
 - (i) £4000 per residential Unit; and
 - (ii) Phase 1B - £2m;
 - (iii) Phase 2 - £1m;
 - (iv) Phase 3 - £4m;
 - (v) Phase 4 - £1m.

PROVIDED THAT an obligation to deliver the Key requirements shall not be an Unacceptable Condition

Schedule 4

[Not Used]

Schedule 5

Client Land

The interests of the Client in the land as described in the attached Schedule.

Schedule 6 Viability Test and Viability Condition

1 In this schedule:

- (a) **Agreed Additional Costs** means the reasonable and proper costs which the Developer incurs in carrying out additional works or providing other facilities in either case at the request of both Clients (which are not otherwise required as part of the Phase Works or the delivery of the Key Requirements and are in any event agreed in writing as being "Agreed Additional Costs" between the Developer and the Clients for the purposes of this Agreement and the relevant Building Agreement);
- (b) **Best Consideration** means:
 - (i) the Independent Surveyor has certified to the Client that any statutory obligation of either Client to obtain best consideration upon the grant of the Leases of the relevant Phase will be satisfied; and
 - (ii) the Client is satisfied (acting reasonably) that having regard to the advice of the Independent Surveyor it is more likely than not to receive a financial return by way of Overage which is no less than the Overage Target for the Phase;
- (c) **Developers Profit** means:

19% of (Revised Gross Development Value excluding the Viability Sum and the aggregated sales values for the Affordable Housing Units);
- (d) **Financial Appraisal Model** in carrying out the Viability Test for any Phase means the following calculation:

A - B

Where

A = Revised Gross Development Value

B = Revised Gross Development Costs
- (e) **Ground Rent Investment** means the anticipated investment value of the ground rent income stream receivable by the Developer together with any other value or consideration attributable to the tenant's interest in the Lease following Disposal of the Private Housing Units;
- (f) **Independent Surveyor** means the independent surveyor appointed pursuant to paragraph 16 of this Schedule;
- (g) **Overage Target** means the following amounts in respect of each Phase being:

Phase 2 £5 million

Phase 3 £6 million

Phase 4 £7 million

- (h) **Planning Preparation Trigger Points** has the meaning given in paragraph 9 of this Schedule;
- (i) **Revised Gross Development Costs** for each Phase is the aggregate of the following in each case determined consistently with the Financial Model and as agreed between the Client and the Developer or in the absence of such agreement as determined by the Independent Surveyor:

legal costs in relation to the Building Agreement +
 Additional Land costs (where relevant) +
 SDLT
 site investigation costs +
 reserved matters Planning costs +
 S106 costs +
 design & build Construction costs including professional fees +
 NHBC costs +
 marketing suite costs +
 residential sales legal costs +
 marketing / advertising costs +
 sales agent costs +
 finance and interest costs at 3.5% above 3 month LIBOR +
 Developer's Profit

And for the avoidance of doubt Revised Gross Development Costs shall exclude any Agreed Additional Costs;

- (j) **Revised Gross Development Value** for each Phase means the aggregate of the following in each case determined consistently with the Financial Model as agreed between the Client and the Developer or in the absence of such agreement as determined by the Independent Surveyor:

the Tender Base Threshold Level for the Phase +
 anticipated value of the Ground Rent Investment +
 anticipated value of the Commercial Units +
 anticipated value of any car parking spaces +
 anticipated aggregated sales values for the Affordable Housing Units +
 the Viability Sum;

- (k) **Tender Base Value** means in respect of any Phase the value per square foot (psf) of Gross Internal Area which gives rise to the calculation to determine the threshold level for the payment of Overage and being (in respect of the Phase stated) as follows:

Phase 1a £351 psf;
 Phase 1b £362 psf;
 Phase 2 £366 psf;
 Phase 3 £367 psf;
 Phase 4 £389 psf;

- (l) **Tender Base Threshold Level** means for any Phase, the relevant Tender Base Value multiplied by the anticipated aggregate of the Gross Internal Area of all the individual Private Housing Units within the relevant Phase;

- (m) **Viability Base Threshold Level** means when the Viability Test is undertaken and satisfied, the aggregate of the Tender Base Threshold Level plus the Viability Sum for that Phase;
 - (n) **Viability Base Value** means the value per square foot calculated by dividing the Viability Base Threshold Level by the aggregate of the anticipated Gross Internal Area of all the individual Private Housing Units within the relevant Phase;
 - (o) **Viability Condition** means that in respect of Phase 2, Phase 3 and Phase 4 either (i) the Developer has accepted the application of the Tender Base Value or (ii) the Viability Test has been undertaken and satisfied and the Client has agreed in accordance with paragraph 6 of this Schedule that Best Consideration has been achieved;
 - (p) **Viability Sum** is initially £0 but then the amount of money that the Developer and the Client agree is needed to be added to the Revised Gross Development Value so that the Viability Test is passed and Best Consideration achieved in accordance with paragraph 13(h) below;
 - (q) **Viability Test**, if undertaken at the Developers request, will be deemed to be satisfied when the Financial Appraisal Model equals £1 (excluding Overage). If the Financial Appraisal Model produces a result less than a £1 the Viability Test is deemed not to have been satisfied.
- 2 The Developer shall serve notice upon the Client no later than the date referred to in paragraph 9.4 confirming in relation to Phase 2, Phase 3 or Phase 4 that either:
 - (a) it accepts that the Tender Base Value will apply to that Phase to calculate Overage; or
 - (b) it does not accept that the Tender Base Value will apply to calculate Overage.
 - 3 If the Developer does not accept the application of the Tender Base Value a Viability Test shall be applied for Phase 2, Phase 3 and Phase 4 (subject to paragraph 6 below) in order to satisfy the Viability Condition.
 - 4 If the Developer does confirm its acceptance of the Tender Base Value for a Phase then the Viability Condition will be deemed satisfied in respect of that Phase.
 - 5 In the event that the Developer calls for a Viability Test the Developer will complete a Financial Appraisal Model for the relevant Phase using realistic up-to-date assumptions on values and costs as agreed by the Client and the Developer or failing such agreement as determined by the Independent Surveyor to ascertain the Revised Gross Development Value and Revised Gross Development Costs for the Phase.
 - 6 Where the Viability Test has been called for, the Client must give its approval in order for the Phase to proceed and the Viability Condition to be treated as satisfied and (without limitation) the Client will be entitled to withhold approval if it is not satisfied (acting reasonably) that it is achieving Best Consideration.
 - 7 The Viability Test can be undertaken at two stages at the election of the Developer being at:

- (a) the Pre Planning Submission Viability Test in which case paragraph 9 shall apply; and
- (b) the Post Planning Consent Pre Drawdown Viability Test in which case paragraph 10 shall apply;

Provided That (and subject to paragraphs 9.5 and 10.5) the Developer may only elect once in each case and must notify the Client of its election prior to the date required for the Pre Planning Submission Viability Test referred to in paragraph 9.4.

- 8 Where the Viability Test is undertaken and satisfied the Viability Base Value shall be the Viability Base Threshold Level divided by the anticipated Gross Internal Area of the Private Housing Units.

9 **Pre Planning Submission Viability Test**

- 9.1 On the basis the Performance Criteria for the previous Phases are and continue to be met, the Developer shall undertake planning work in accordance with the timeframes and the Planning Preparation Trigger Points for the Phases as set out in this Agreement.
- 9.2 The Planning Preparation Trigger Points shall be 12 months prior to the anticipated Date of Practical Completion for the previously commenced Phase. The Detailed Application in respect of the Phase should therefore be submitted within 4 months thereafter.
- 9.3 The Developer will prepare and progress the Detailed Application in accordance with Clause 42.1 of this Agreement.
- 9.4 The Developer will undertake the Pre-Planning Submission Viability Test, 10 Working Days before the date upon which it is required to submit the draft Detailed Application to the Client for its approval. Subject to the Client's approval, this could entail a variation to the Key Requirements. If the Viability Test is satisfied and the Client gives its approval to the Viability Test and Detailed Application, the Developer may submit the Detailed Application.
- 9.5 If the Viability Test is not passed or Best Consideration is not achieved, the Developer will have 4 months from the date of such Viability Test to continue to review the Viability Test and seek Client approval to it. At the end of such 4 month period if the Viability Test is still not satisfied nor Client approval obtained, the Developer or the Client may serve notice on the other to determine the obligations of the parties in respect of the relevant Phase and the provisions of Clause 23.7 shall apply to such determination.

10 **Post Planning Consent Pre-Drawdown Viability Test**

- 10.1 Following grant of an Acceptable Permission in respect of the Phase and the expiry of a period of 3 months and 3 Working Days post exchange of the Planning Agreement relating thereto a Post Planning Consent Pre-Drawdown Viability Test shall be undertaken by the Developer within 10 Working Days thereafter.
- 10.2 The Viability Test shall be conducted in the same manner as the Pre-Planning Submission Viability Test but the Revised Gross Development Costs shall be based on the current build cost, affordable revenue, the estimated private housing sales receipts and the proposed budgeted other values and costs as well as the Developer's Profit.

- 10.3 Insofar as reasonably possible the Viability Test should be last of the Secondary Conditions to be satisfied. In the event that other Secondary Conditions are still to be satisfied these must be satisfied within 4 months of the date on which Viability Test is satisfied and in either case the Building Agreement for the Phase must be completed within 4 months of satisfaction of the Viability Test. The Viability Test will otherwise be deemed not to have been satisfied and shall be repeated.
- 10.4 If the Planning Pre-Drawdown Viability Test is not satisfied or Best Consideration is not achieved, then the Developer will have 9 months from the date of such Viability Test to continue to review the Viability Test or seek Client approval to it. Subject to the Client's approval, this could entail a variation to the Key Requirements. If the Developer agrees to accept a lower level of developers profit than the Developer's Profit, then it shall be entitled to recover any profit shortfall as a priority return prior to Overage being paid pursuant to the Building Agreement. At the end of the 9 month period, if the Viability Test is still not passed nor Client approval obtained, the Developer or the Client may serve notice on the other to determine the obligations of the parties in respect of the relevant Phase and the provisions of Clause 23.7 shall apply to such determination.
- 11 The Developer shall:
- 11.1 keep the Clients' Representatives fully and regularly informed of its progress with this Schedule and the matters referred to herein;
- 11.2 make available to the Client all such documentation as the Client's Representatives and/or the Independent Surveyor may reasonably require in order to consider the Viability Test and the application of this Schedule; and
- 11.3 shall in any event act in good faith in relation to the operation of this Schedule.
- 12 For the avoidance of doubt in calculating Revised Gross Development Costs the finance and interest costs referred to in the definition of the Revised Gross Development Costs shall be reviewed at the start of Phases 2, 3 and 4, to ensure they are competitive and shall be agreed between the Client and the Developer (acting reasonably).
- 13 It is also agreed in relation to the Revised Gross Development Costs that:
- (a) costs in relation to the set-up, management or administration of the arrangements between Swan and Countryside or Countryside's Guarantor (or any other Sub Developer) (or any dispute between them) shall not be included;
 - (b) the same costs may not be included more than once and a consistent approach shall be applied across each Phase in respect of the apportionment of costs incurred in relation to more than one Phase;
 - (c) development management fees shall not be included;
 - (d) all costs shall be reasonably and properly incurred;
 - (e) the Developer shall work with the Client on an open book basis;
 - (f) the Developer shall demonstrate to the reasonable satisfaction of the Client that the assessment and calculation of the Revised Gross Development Costs and the Revised Gross Development Value is consistent with the

assessment and calculation of the Development Costs and the Gross Development Value (as the case may be);

- (g) notwithstanding the provisions of this Schedule the Developer shall continue to comply with the Programme; and
 - (h) in calculating the Viability Sum this shall be such sum as the Developer and the Client agree (acting reasonably) is the minimum required such that when aggregated with the Tender Base Threshold Level will be less than the anticipated Private Housing Sales Proceeds (defined in Schedule 5 of the Building Agreement) while enabling the Client to achieve Best Consideration through the Overage.
- 14 In the event that the Viability Test is not applied the Overage shall be 60% for the purposes of the Building Agreement and the Tender Base Value shall be the Agreed Base Value for the purposes of calculating the Overage pursuant to the Building Agreement for that Phase.
- 15 In the event of a Viability Test being undertaken in respect of a Phase, the Overage shall be increased to 75% and the Viability Base Value shall be the Agreed Base Value for the purposes of calculating the Overage pursuant to the Building Agreement for that Phase.
- 16 In this Schedule, where any issue is required to be dealt with by, or submitted for the determination of, an Independent Surveyor, the following provisions of this paragraph 16 are to apply:
- 16.1 The Independent Surveyor is to be appointed by the parties jointly, or if they cannot or do not agree on the appointment, appointed by whichever of the following is appropriate:
- (a) the president from time to time of the Royal Institution of Chartered Surveyors; or
 - (b) or the duly appointed deputy of the president, or other person authorised by him to make appointments on his behalf.
- 16.2 The person so appointed is to:
- 16.2.1 act as an expert, and not as an arbitrator;
- 16.2.2 in certifying Best Consideration to the Client, the Independent Surveyor must be satisfied that the Revised Gross Development Costs (other than Developers Profit) represent competitively tendered prices/costs and are fair and reasonable in the circumstances and will produce any reports or red book valuations reasonably required by the Client; and
- 16.2.3 must afford the parties the opportunity within such a reasonable time limit as he may stipulate to make representations to him on costs and values that make up the Revised Gross Development Value and Revised Gross Development Costs and permit each party to make submissions on the representations of the other.

- 16.3 Neither the Client nor the Developer may without the consent of the other disclose to the Independent Surveyor correspondence or other evidence to which the privilege of non production ("without prejudice") properly attaches.
- 16.4 The fees and expenses of the Independent Surveyor, including the cost of his nomination, are to be borne as the Independent Surveyor may direct (but in the absence of such a direction, by the parties in equal shares), but (unless they otherwise agree) the parties shall bear their own costs with respect to the determination of the issue by the Independent Surveyor.
- 16.5 One party may pay the costs required to be borne by another party if they remain unpaid for more than 21 days after they become due and then recover these and any incidental expenses incurred from the other party on demand.
- 16.6 If the Independent Surveyor refuses to act, becomes incapable of acting or dies, the Client or the Developer may request the appointment of another expert in his stead under paragraph 16.1.
- 16.7 The determination of the Independent Surveyor, except in case of manifest error, is to be binding on the Client and the Developer.

EXECUTION PAGE

Executed under the common seal of)
THE MAYOR AND BURGESSES OF THE) Isabella Freeman
LONDON BOROUGH OF TOWER)
HAMLETS) Jill Bell
in the presence of:)

Authorised Signatory

Authorised Signatory

Signed by duly authorised person on behalf)
of **HOMES AND COMMUNITIES AGENCY:**) Judith Roberts
)

Authorised Signatory

Executed as a deed by)
SWAN HOUSING ASSOCIATION) Mark Thompson
LIMITED acting by:) John Synnuck

Director

Secretary

Executed as a deed by
COUNTRYSIDE (IN PARTNERSHIPS)
LIMITED acting by:

) Richard Cherry
) Graham Cherry

Director
Director

Executed as a deed by
COUNTRYSIDE PROPERTIES (UK)
LIMITED acting by:

) Richard Cherry
) Graham Cherry

Director
Director

Appendix 1
Financial Model

X DL
JB

X

Phase 1b Swan / Countryside Bid Financial Model

GROSS DEVELOPMENT VALUE (GDV)

	£	£
Private Sale Residential Base Values (from schedule)	£43,016,000	
Value of the Ground Rent investment	£593,571	
Value of the Commercial Units (ie non residential units)	£862,877	
Value of the sale of Car Parking spaces	£0	
Affordable Residential Values	£12,725,000	

TOTAL GROSS DEVELOPMENT VALUE

£57,197,448

GROSS DEVELOPMENT COSTS (GDC)

Legal costs in relation to the Building Agreement plus SDLT	£15,000
Site Investigation costs	£185,000
Reserved Matters Planning costs	£575,600
S106 costs	£3,236,000
Design & Build Construction costs including professional fees	£41,148,237
NHBC costs	£135,000
Marketing Suite costs	£360,000
Residential Sales legal costs	£61,170
Marketing / Advertising costs	£773,000
Sales Agent costs	£176,000
Finance and Interest costs	£1,635,287
Developers Profit at 19% of Gross Development Value (excluding value of social rental and intermediate tenure housing)	£8,449,765
Other Allowable Costs	£447,388

TOTAL GROSS DEVELOPMENT COSTS

£57,197,447

GDV less GDC = £1

Tender Base Value = £362 psf

Phase 1a Swan / Countryside Bid Financial Model

GROSS DEVELOPMENT VALUE (GDV)

	£	£
Private Sale Residential Base Values (from schedule)	£22,752,500	
Value of the Ground Rent investment	£322,857	
Value of the Commercial Units (ie non residential units)	£0	
Value of the sale of Car Parking spaces	£0	
Affordable Residential Values	£6,177,500	

TOTAL GROSS DEVELOPMENT VALUE **£29,252,857**

GROSS DEVELOPMENT COSTS (GDC)

Legal costs in relation to the Building Agreement + SDLT	£355,000
Site Investigation costs	£90,000
Reserved Matters Planning costs	£655,000
S106 costs	£636,000
Design & Build Construction costs including professional fees	£21,070,365
NHBC costs	£73,500
Marketing Suite costs	£273,000
Residential Sales legal costs	£45,920
Marketing / Advertising costs	£345,000
Sales Agent costs	£104,000
Finance and Interest costs	£694,527
Developers Profit at 19% of Gross Development Value (excluding value of social rental and intermediate tenure housing)	£4,384,318
Other Allowable Costs	£526,226

TOTAL GROSS DEVELOPMENT COSTS **£29,252,856**

GDV less GDC = £1

Tender Base Value Level = £351 psf

Phase 2 Financial Model

Phase 2 Swan / Countryside Bid Financial Model

GROSS DEVELOPMENT VALUE (GDV)

	£	£
Private Sale Residential Base Values (from schedule)	£39,306,250	
Value of the Ground Rent investment	£534,286	
Value of the Commercial Units (ie non residential units)	£396,424	
Value of the sale of Car Parking spaces	£0	
Affordable Residential Values	£10,450,000	

TOTAL GROSS DEVELOPMENT VALUE

£50,686,960

GROSS DEVELOPMENT COSTS (GDC)

Legal costs in relation to the Building Agreement plus SDLT	£15,000
Site Investigation costs	£85,000
Reserved Matters Planning costs	£631,600
S106 costs	£2,160,000
Design & Build Construction costs including professional fees	£37,581,400
NHBC costs	£137,000
Marketing Suite costs	£310,000
Residential Sales legal costs	£59,550
Marketing / Advertising costs	£540,000
Sales Agent costs	£176,000
Finance and Interest costs	£744,600
Developers Profit at 19% of Gross Development Value (excluding value of social rental and intermediate tenure housing)	£7,645,022
Other Allowable Costs	£601,787

TOTAL GROSS DEVELOPMENT COSTS

£50,686,959

GDV less GDC = £1

Tender Base Value = £366 psf

Phase 3 Swan / Countryside Bid Financial Model

GROSS DEVELOPMENT VALUE (GDV)

	£	£
Private Sale Residential Base Values (from schedule)	£51,912,750	
Value of the Ground Rent investment	£698,571	
Value of the Commercial Units (ie non residential units)	£297,364	
Value of the sale of Car Parking spaces	£0	
Affordable Residential Values	£15,270,000	

TOTAL GROSS DEVELOPMENT VALUE

£68,178,685

GROSS DEVELOPMENT COSTS (GDC)

Legal costs in relation to the Building Agreement plus SDLT	£15,000
Site Investigation costs	£85,000
Reserved Matters Planning costs	£745,600
S106 costs	£5,372,000
Design & Build Construction costs including professional fees	£48,639,295
NHBC costs	£162,500
Marketing Suite costs	£285,000
Residential Sales legal costs	£72,240
Marketing / Advertising costs	£475,000
Sales Agent costs	£144,000
Finance and Interest costs	£1,462,471
Developers Profit at 19% of Gross Development Value	£10,052,650
(excluding value of social rental and intermediate tenure housing	
Other Allowable Costs	£667,928

TOTAL GROSS DEVELOPMENT COSTS

£68,178,684

GDV less GDC = £1

Tender Base Value = £367 psf

Phase 4 Swan / Countryside Bid Financial Model

GROSS DEVELOPMENT VALUE (GDV)

	£	£
Private Sale Residential Base Values (from schedule)	£76,361,000	
Value of the Ground Rent investment	£970,000	
Value of the Commercial Units (ie non residential units)	£1,090,029	
Value of the sale of Car Parking spaces	£0	
Affordable Residential Values	£23,035,000	

TOTAL GROSS DEVELOPMENT VALUE **£101,456,029**

GROSS DEVELOPMENT COSTS (GDC)

Legal costs in relation to the Building Agreement plus SDLT	£15,000
Site Investigation costs	£130,000
Reserved Matters Planning costs	£1,160,600
S106 costs	£3,084,000
Design & Build Construction costs including professional fees	£76,860,578
NHBC costs	£282,500
Marketing Suite costs	£375,000
Residential Sales legal costs	£97,620
Marketing / Advertising costs	£705,000
Sales Agent costs	£256,000
Finance and Interest costs	£2,750,283
Developers Profit at 19% of Gross Development Value (excluding value of social rental and intermediate tenure housing)	£14,899,995
Other Allowable Costs	£839,452

TOTAL GROSS DEVELOPMENT COSTS **£101,456,028**

GDV less GDC = £1

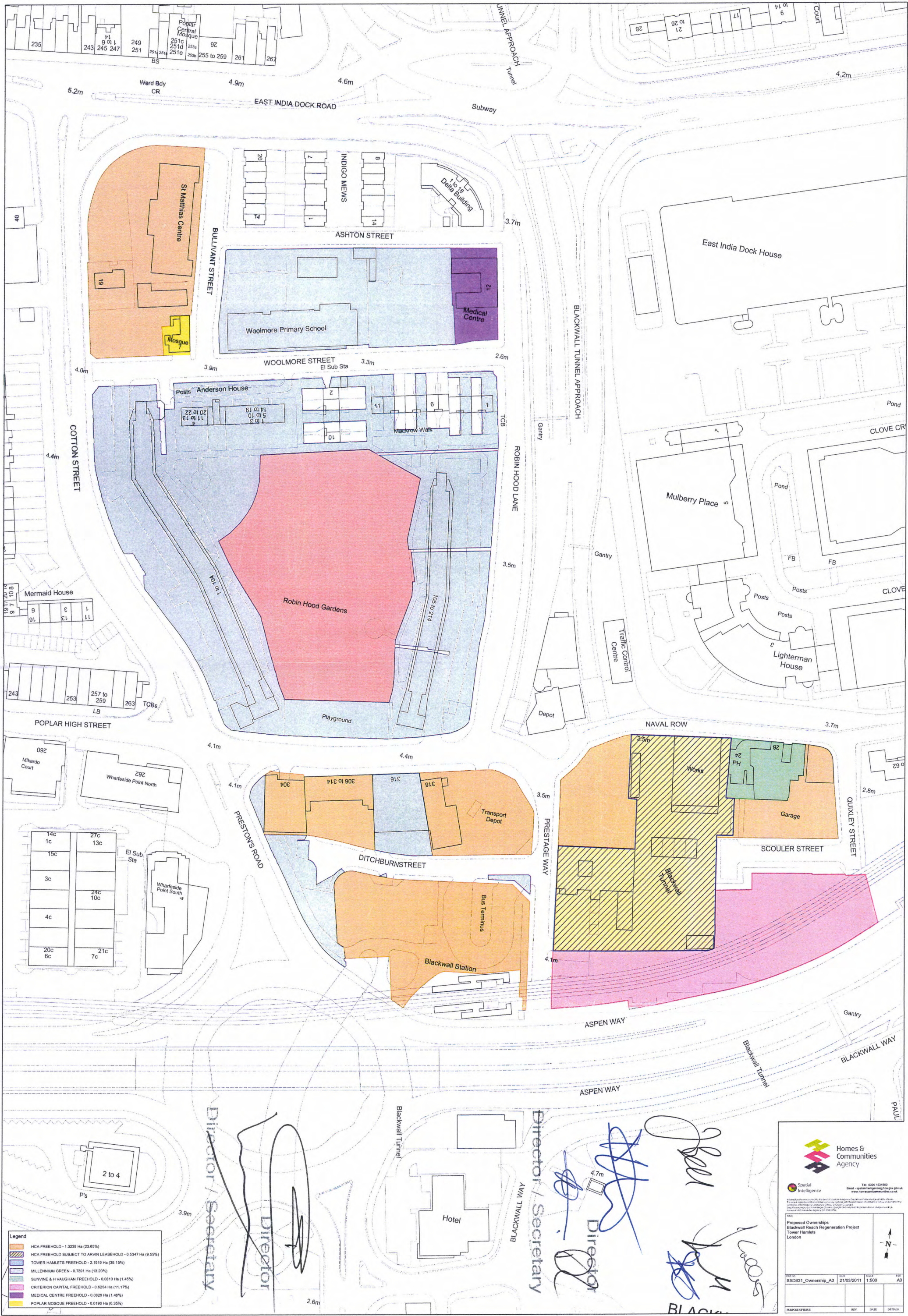
Tender Base Value = £389 psf

Appendix 2
Approved Plans

The following plans, copies of which are contained in Appendix 9:

1. SXD831 - Development A (Land Ownership) Plan
2. ~~M-10-004~~ A Phase Plan
3. M-10-007 A Central Park Plan

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- Legend**
- HCA FREEHOLD - 1.3239 Ha (23.65%)
 - TOWER HAMLETS FREEHOLD - 2.1919 Ha (39.15%)
 - MILLENNIUM GREEN - 0.7391 Ha (13.20%)
 - SUNWINE & H VAUGHAN FREEHOLD - 0.0810 Ha (1.45%)
 - CRITERION CAPITAL FREEHOLD - 0.6254 Ha (11.17%)
 - MEDICAL CENTRE FREEHOLD - 0.0828 Ha (1.48%)
 - POPLAR MOSQUE FREEHOLD - 0.0196 Ha (0.35%)

Homes & Communities Agency

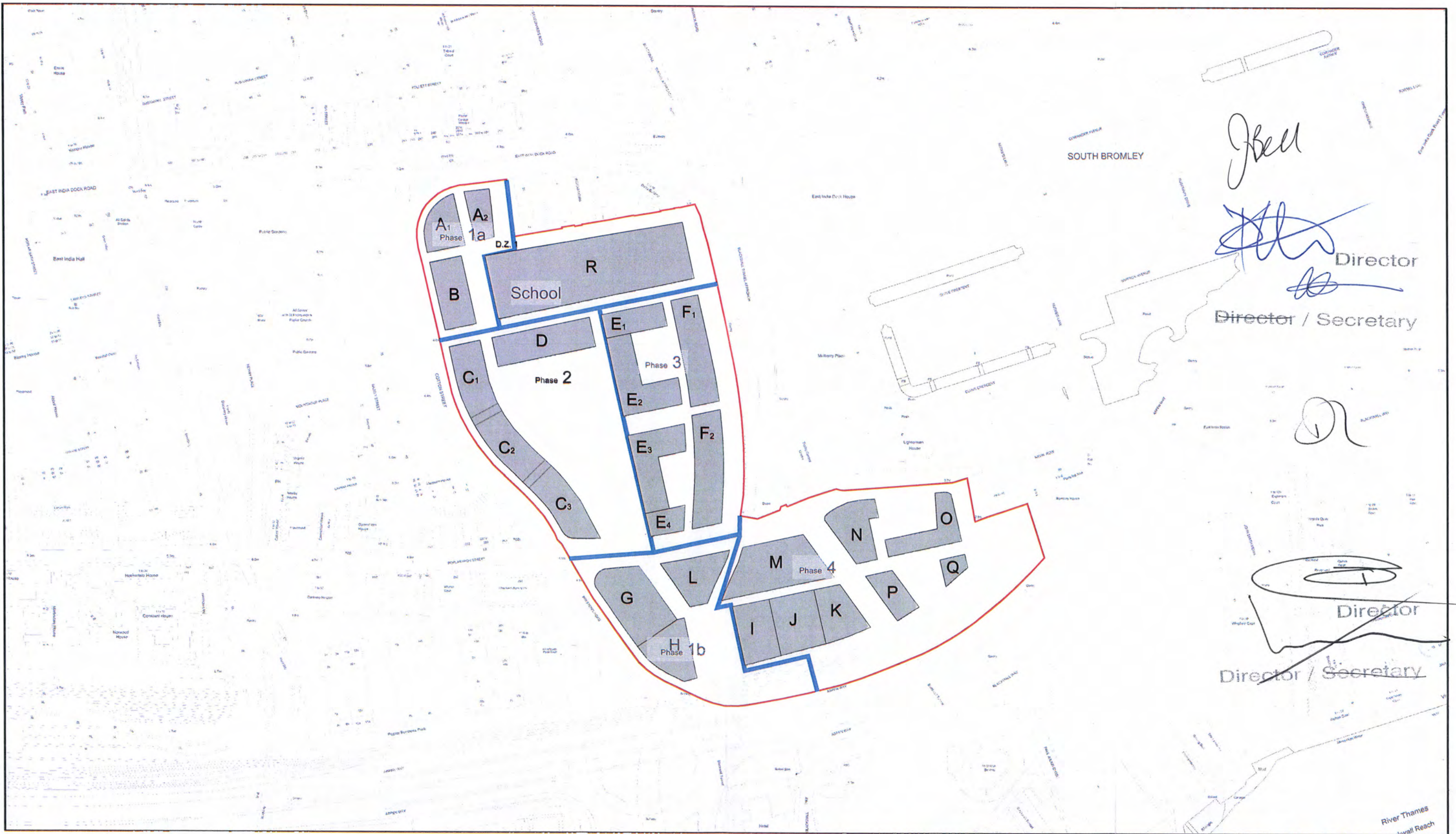
Spatial Intelligence

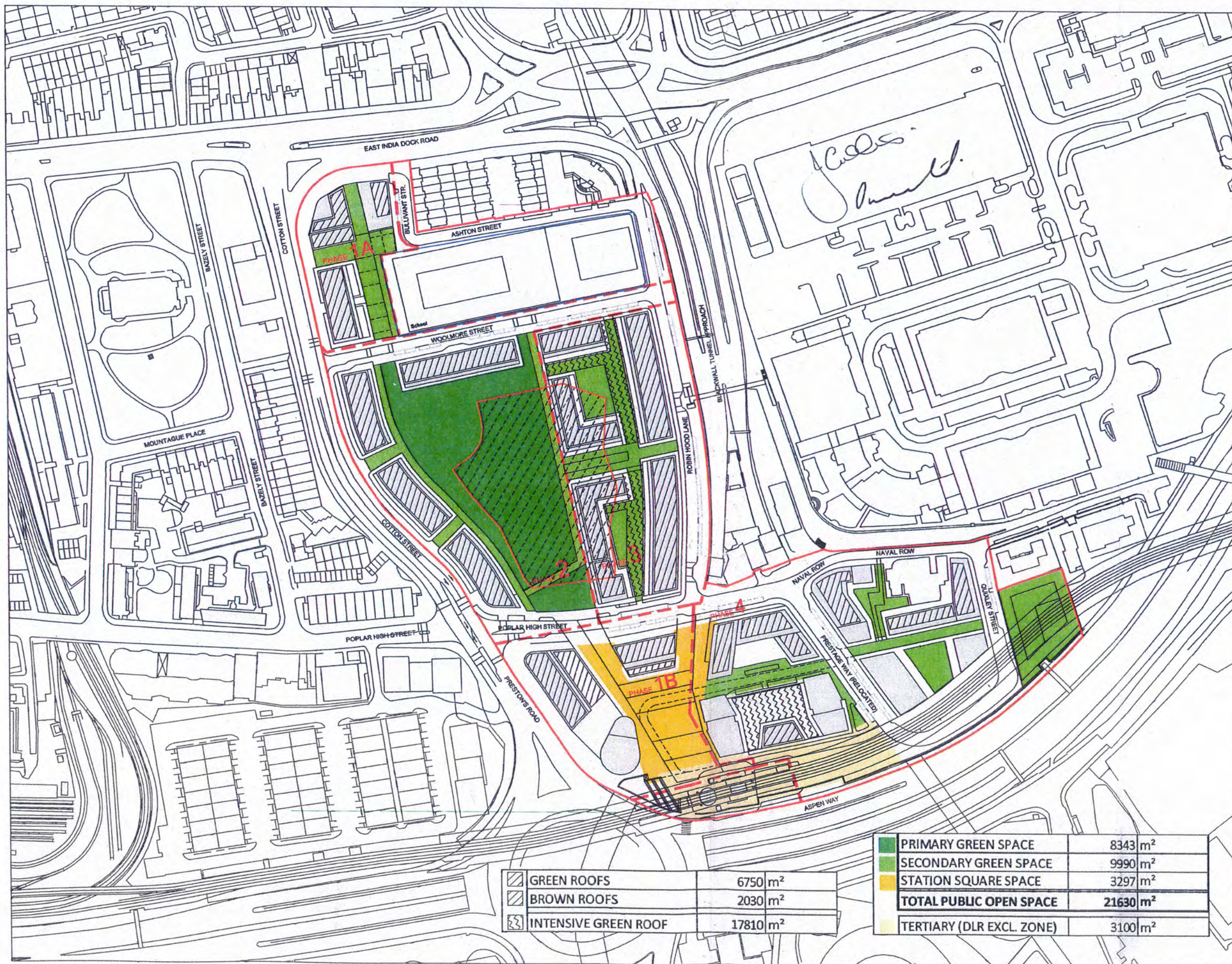
Tel: 0200 1234567
Email: spatialintelligence@hca.gov.uk
www.homesandcommunities.co.uk

Proposed Ownerships
Blackwall Reach Regeneration Project
Tower Hamlets
London

PROJ ID	DATE	SCALE	REV	DATE	DETAILS
SXD831_Ownership_A0	21/03/2011	1:500			

FOR OFFICIAL USE ONLY





PLANNING APPLICATION
BOUNDARY
INDICATIVE PHASE
BOUNDARIES
SCHOOL SITE

JHF
D

EXISTING MILLENNIUM
GREEN (AREA = 7355 m²)
PRIMARY GREEN SPACE
SECONDARY GREEN SPACE
CITY SQUARE
TERTIARY
(DLR exclusion zone)
GREEN ROOFS
BROWN ROOFS
INTENSIVE GREEN ROOF

D	Extg. Millennium Gn. added	07-06-2012	RR	ACF
C	update green roofs	15-06-2011	JHF	ACF
B	figures green + brown roofs	10-06-2011	JHF	ACF
A	MLP layout update	27-05-2011	JHF	ACF
rev	description	date	dr by	sp by
original by	JHF	24-03-11		ACF

Aedas



client
SWAN HOUSING GROUP
COUNTRYSIDE PROPERTIES
project
BLACKWALL REACH REGENERATION

drawing
MASTERPLAN LAYOUT
OPEN SPACE
project number
2010.00024.000
scale
1:2000
drawing number
M-10-006
rev
D
issue status
INFORMATION
@A3

This drawing is to be read in conjunction with all related drawings.
All dimensions must be checked and verified on site before
commencing any work or producing shop drawings. The originator
should be notified immediately of any discrepancy.
This drawing is copyright and remains the property of Aedas.

GREEN ROOFS	6750 m ²
BROWN ROOFS	2030 m ²
INTENSIVE GREEN ROOF	17810 m ²

PRIMARY GREEN SPACE	8343 m ²
SECONDARY GREEN SPACE	9990 m ²
STATION SQUARE SPACE	3297 m ²
TOTAL PUBLIC OPEN SPACE	21630 m ²
TERTIARY (DLR EXCL. ZONE)	3100 m ²

Appendix 3
Consultation Strategy

JB

APPENDIX 3

CONSULTATION STRATEGY

1 Introduction

- 1.1 The Council and the Developer have agreed to work together to produce a Consultation Strategy within four weeks of signing the contract, in accordance with their mutual obligations under the Principal Development Agreement (**PDA**). This Appendix provides the main elements of the strategy to be developed jointly by the Council and the Developer to engage with the community in order to ensure that the regeneration of the Site and wider area adjoining will improve the quality of life for residents in line with the Key Requirements of the Development and that the regeneration provides lasting benefits and opportunities for the local community.

2 Main elements of the Consultation Strategy

- 2.1 The Consultation Strategy will include the following elements:

2.1.1 Aims

This element will describe the aims and key considerations of the Consultation Strategy.

2.1.2 Approach

This element will describe the Developer's general approach and commitments to community engagement and consultation.

2.1.3 Regular communication and engagement channels with all stakeholders

This element will describe the channels to provide all stakeholders with up-to-date information about the regeneration and to provide opportunities for them to raise questions and concerns and give feedback throughout the lifetime of the project. It should ensure that all sections of the community are included.

2.1.4 Work stream specific approach

This section will describe The Developer approach and commitments for the following workstreams:

- (a) Engagement at governance level: mechanisms through which residents will scrutinise and influence the Developer's service at governance level.
- (b) Local decision-making and monitoring: mechanisms through which residents will oversee the regeneration of the Site and will be involved in decisions about and monitoring of future management of the Estate by the Developer.
- (c) Design: mechanisms through which will the Developer work with the community to ensure that where possible all needs are effectively met.

- (d) Construction: mechanisms through which the Developer will work with the community to ensure that the regeneration is an inclusive process and to minimise the impact of construction on residents.
- (e) Special interest groups: mechanisms through which residents will work with identified groups on issues that are specific to them where appropriate.
- (f) Community integration and development: mechanisms through which the Developer will maintain existing community bonds and facilitate community integration with new incoming residents, and commitments to community development.
- (g) Service standards and a 'local offer' for tenant participation in management through which the Developer will work with the community to develop service standards and local tenant management.
- (h) Local employment and training and wider socio-economic development: mechanisms through which the Developer will promote local employment and opportunities.

2.1.5 Resources and delivery

This element will describe the Developer's commitments to resourcing and delivering the Consultation Strategy.

Appendix 4
Land Acquisition Strategy

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BLACKWALL REACH REGENERATION PROJECT

LAND ACQUISITION STRATEGY

APPENDICES

1. Land Ownership Plan
2. Decant Strategy
3. Phasing plan
4. Indicative CPO timetable

DEFINITIONS

In this strategy the following terms have the following meanings unless otherwise stated:

"Additional Developer Interests" means any land or interests which the Developer requests and the Council (at its discretion) agrees to acquire, determine or otherwise include or that the Council considers necessary to include in the CPO (acting reasonably and at all times having regard to this Strategy) being rights or interests not included within the Target Land but including (without limitation) land or other interests

"Agency" means Home and Communities Agency of Central Business Exchange II, 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA

"CPO" means the proposed compulsory purchase order to be made in respect of all Third Party Interests to facilitate the Scheme in accordance with this Strategy

"Council" means The Mayor And Burgesses Of The London Borough Of Tower Hamlets of The Town Hall Mulberry Place 5 Clove Crescent East India Dock London E14 2BG

"Developer" means Swan Housing Association Limited (Industrial and Provident Society number 28469R) whose registered office is at Pilgrim House High Street Billericay Essex CM12 9XY

"Minor Interests" means gaps in title falling within (but not outside) the Target Land and that is in unknown ownerships discovered by the Council through the land referencing process and that has no development or enhanced value

"Principal Development Agreement" means an agreement including any amendment from time to time, if applicable, between the Council, the Agency and the Developer that governs the land interests in the Site and the development of the Scheme

"Scheme" means a scheme to develop the land within the Site by the demolition of existing buildings and redevelopment to include the provision of residential accommodation with associated car parking, private and public amenity spaces, landscaping works and the erection of built floor space for flexible non residential uses (within use classes A1, A2, A3 and D1) with associated parking

"Site" means the area edged in a solid red line on the phasing plan at appendix 3 of this Strategy

"Target Land" means the land and interests described in Part 1 of Schedule 1 of this Strategy

"Third Party Interests" means interests in and annexed to the Target Land or in accordance with this Strategy and/or the Principal Development Agreement any further land which is agreed by the Developer and the Council acting reasonably to be acquired by way of Additional Developer Interests in order to undertake and complete Scheme (including in the case of rights the extinguishment of any existing rights and the grant of any new rights required by the Developer) and reference to **"Third Party"** shall be construed accordingly

1 OVERRIDING PRINCIPLES

1.1 What follows in this Strategy is subject to the following overriding principles which shall prevail both over this Strategy and the Principal Development Agreement:

- (a) Nothing shall fetter the Council's statutory rights, duties, obligations or discretions;
- (b) Subject to the agreement between the Developer and the Council set out in the Decant Strategy at appendix 2, the costs associated with the CPO, land acquisition and related procedures for the acquisition of the Third Party Interests shall be fully met by the Developer save for the costs associated with the acquisition of the Target Land which shall be met by the Council and/or the Agency pursuant to the Principal Development Agreement provided that any Additional Developer Interests within the Target Land area will also be at the Developer's cost and the Developer shall fully reimburse the Council and/or the Agency as appropriate;

- (c) This strategy is a snapshot only of the current thinking and should not be regarded as being inflexible to future change, such changes to be at the Council's statutory discretions acting reasonably.

- 1.2 Subject to the overriding principles set out above, the objective of this CPO strategy is to secure the acquisition of all necessary land interests to enable the lawful commencement and completion of the Scheme.

2 ELEMENTS OF THE SCHEME

- 2.1 The current strategic thinking on planning has identified the Scheme elements which may require planning permission and how these will be dealt with. Land acquisitions have been contained and that should be the ongoing objective subject always to ensuring the comprehensive redevelopment and regeneration associated with the completion of the whole Scheme.

- 2.2 The areas which accommodate the essential and central components of the current masterplan are divided into the following phase as identified on the attached Phasing Plan: phases 1a, 1b, 2, 3 and 4.

- 2.3 Phases 1a and 1b are required to accommodate the decant process as set out in the Decant Strategy and are in the ownership of the Agency and/or the Council where vacant possession can be achieved without CPO powers. If discovered within Phases 1a and 1b, Minor Interests may need to be acquired. Interests in the Target Land (and potentially Minor Interests) will be needed to be acquired in Phases 2, 3 and 4 as shown on the Phasing Plan at appendix 3.

- 2.4 If ultimately it is considered desirable to promote CPO powers to provide housing sites within the Site, these can be justified as a Housing Act CPO to acquire and/ or vacate the land necessary for the Scheme currently occupied by tenants, residential leaseholders, residential freeholders and commercial leaseholders.

3 THE CORE CPO STRATEGY AREA

- 3.1 The Land Ownership Plan attached in appendix 1 indicates the land ('the CPO Site') which must be acquired by the Council to deliver the key elements of the Scheme.

- 3.2 The CPO Site may require some fine adjustment to include, for example, half widths in the sub-soil of roads where these are not in the ownership of the Council or the Agency. It may be the case that the Council will, in response to commercial/ community/ cultural/ special development opportunities and requirements, choose

to extend the CPO in order to bring in additional land, but this would be done in light of requirements at the time and after assessment of the case underlying any additional CPO parcels.

- 3.3 The known land interests to be acquired are set out in Schedule 1. Those Third Party Interests to be funded by the Council are shown in Part 1 of Schedule 1. This is a finite list so far as the Council's CPO costs are concerned. The known and potential Additional Developer Interests (to be funded by the Developer) are shown in Part 2 of Schedule 1.
- 3.4 To the extent that any statutory undertaker's equipment is included within the Target Land and needs to be relocated, the Developer will ensure that this is relocated within the Site and accommodated within the Scheme.
- 3.5 The CPO redline boundary is likely to run around the full extent of the Site, albeit the finer detail of its final alignment is to be analysed and fixed. A significant proportion already belongs to the Council or the Agency. CPO powers may, however, be necessary on the Council/Agency owned areas to clear off Third Party Interests.
- 3.6 The current approach to the promotion of a CPO for the Site will broadly match the strategic approach to the planning application. There will be a single and comprehensive CPO, promoted under whatever powers the Council considers appropriate, to achieve the proper planning of the area in accordance with policy and ultimately the planning permission for the Scheme. As things currently stand the CPO can be justified as a Housing Act CPO to acquire and/ or vacate the land necessary for the Scheme currently occupied by tenants, residential leaseholders, residential freeholders and commercial leaseholders.
- 3.7 The justification for promotion is the traditional one, that the land is "required" and that the purpose of acquisition is "necessary". The promotion of a single CPO will consolidate the case for a comprehensive Scheme which must be achieved in a comprehensive and not a piecemeal way.
- 3.8 Notwithstanding the above, the Council may at its absolute discretion adopt a different approach to the CPO, such as whether the CPO should be broken down into a number of separately phased CPO's or whether the appropriate powers under which the CPO is promoted are powers other than the Housing Act.
- 3.9 The promotion of a CPO in this case is very significantly underpinned by all the thread of Government policy and by the regeneration/social/economic imperatives

underlying policy and arising out of the urgent need of the deprived community in the area.

- 3.10 The identification of all the interests to be included in the CPO will occur as a result of the processing of full title investigation, the planning application process and consultation with interested parties. That process will lend weight to the justification for inclusion within the CPO of particular interests in the context of the site, and layout of development, which will be fixed by the planning permission. That may well be sufficient to satisfy objections to the CPO which seek to exclude properties from the Scheme, but it is recognised that more work may need to be done in particular areas to strengthen that justification, in planning and commercial terms.

4 VALUATION ISSUES

- 4.1 The Council shall use independent expert valuation advice to lead on market value assessments as set out in the Decant Strategy.

5 JUSTIFICATION FOR COMPULSORY ACQUISITION OF KEY LANDHOLDINGS

- 5.1 As indicated above, the planning and other statutory processes will refine and underpin the justification for the CPO as a whole, and the inclusion of particular sites in it. At this stage the Council has already identified the need for inclusion for most of the land interests identified in Schedule 1.
- 5.2 An important element of the CPO strategy is to facilitate (and encourage) private treaty discussion with current land owners in order to negate the need to exercise CPO powers against them. Ultimately both the CPO and private treaty discussion will need to be run in parallel.
- 5.3 So far as any additional "Right to Buy" tenants are concerned between the date the Principal Development Agreement is entered into and the final demolition notice is served (as defined in the Decant Strategy), their interests will be included within the CPO. Their involvement in the consultation process and the valuation issues relating to them are dealt with in the Decant Strategy.

6 PROGRAMME AND PROCEDURE

- 6.1 The Council has considerable experience in promoting and implementing CPOs and anticipates establishing with the Developer's team an easy working relationship and

general co-operation. The Council will in its own name make all appointments and will ultimately have full control over the process.

- 6.2 The Council will prepare a detailed programme for the various steps in the CPO process and share this with the Developer. The current draft programme for the CPO is set out at appendix 4 to this Strategy. The land referencing will start once the outline Planning Consent has been granted which is anticipated to be in September 2011.
- 6.3 It would also be the Council's intention to consult with the Government Office for London at an early stage so that it can secure a degree of control over the timing of the public inquiry, if one becomes necessary.

SCHEDULE 1

PART 1 - ACQUISITION OF THE TARGET LAND

The interests in the Target Land to be acquired by the Council by private agreement or if necessary under a CPO are listed below:

Phase 1A and 1B

- The Mosque

and other Minor Interests

Phase 2

- All Saints Practice, Primary Care Trust, 12 Robin Hood Lane, E14 (leasehold)
- Anderson House, Woolmore Street No's 5,6,8,10,13 (E14 OEP) (leasehold)
- Millennium Green (freehold)
- Robin Hood Gardens, Woolmore Street
No's 5,24,26,30,33,34,42,49,53 (E14 OHN) (leasehold)
No's 60,79,92,95 (E14 OHW) (leasehold)
- Robin Hood Gardens Garages No's 1-73 (leasehold)
- Robin Hood Gardens Motorcycle Sheds No's 144-149 (leasehold)
- Woolmore Street, E14 0EW. No 8. (leasehold)

and other Minor Interests

all the Secure Tenanted properties in Robin Hood Gardens West and Anderson House
along with any other Secure Tenants in Phase 2

Phase 3

- Mackrow Walk, E14 0EN. No's 2,4,5,9 (leasehold)
- Robin Hood Gardens, Woolmore Street
No's 118,122,129 (E14 OHG) (leasehold)
No's 163,167,168,169,173,175, 201,203 (E14 OHQ) (leasehold)
- Robin Hood Gardens Garages No's 74-143 (leasehold)
- Robin Hood Gardens Motorcycle Sheds No's 150-153 (leasehold)

and other Minor Interests

- all the Secure Tenanted properties in Robin Hood Gardens East and Anderson House along with any other Secure Tenants in Phase 3

Phase 4

- Arvin and Sons Limited, Prestage Works, Blackwall Way, London E14 9QE

(leasehold)

- Criterion Capital (freehold)
- and other Minor Interests

For the avoidance of doubt any land interests of the Docklands Light Railway that may pass through Phase 1b or Phase 4 are excluded from the Target Land and any interests not listed in this Part form the Additional Developer Interests.

PART 2 - ACQUISITION OF ADDITIONAL DEVELOPER INTERESTS

If, in order to achieve the proper and comprehensive regeneration of the Site, the acquisition of any of the Additional Developer Interests for the purposes of the Scheme is needed then these shall be acquired by the Council at the Developer's cost.

The Additional Developer Interests are any other interests included in the CPO apart from the Target Land and include (but are not limited to) the following:

- Any rights and interests in, over or under the Target Land which are not Minor Interests;
- Any interests in, over or under any highway land which is intended to be stopped up as part of the Scheme;
- Any rights and interests outside the Target Land (including Minor Interests) if needed to complete the Scheme;
- Any successful Blight related claims from owners of land or interests outside the Target Land
- Electricity Substations and cables included within the Target Land;
- Telecommunication Cabinets and cables included within the Target Land;
- Open space other than Millennium Green
- Any other land, rights or equipment of statutory undertakers included within the Target Land;
- Any restrictive covenants over the Target Land;
- Any rights of light over the Target Land;
- Any rights of oversailing over the Target Land.

For the avoidance of doubt the interests in the Target Land as listed in Part 1 of this Schedule excludes the Additional Developer Interests listed in Part 2 of this Schedule and applies to all phases in the Scheme and associated CPO.

APPENDIX 1

Land Ownership Plan

APPENDIX 2

Decant Strategy

APPENDIX 3

Phasing Plan

APPENDIX 4

Indicative Programme - CPO Key Stages

	Step	Timeframe
7	Resolution to Grant by Cabinet	
8	Strategic Development Committee resolution to grant outline planning permission (subject to s106?)	<i>In accordance with Strategic Development Committee Meeting dates</i>
9	Referencing <ul style="list-style-type: none"> - Serve requisition for information on all relevant properties - 14 day return period 	<i>Allow 6 weeks</i>
10	Section 106 Agreement signed and outline permission issued	<i>Within 3 months of Committee date</i> <i>*(potential for JR challenge within 3 months of issue of permission)</i>
11	Making the Order <ul style="list-style-type: none"> - CPO Schedule of ownership and Map - Statement of Reasons 	<i>Allow 2 weeks</i>
12	Notification and Publicity <ul style="list-style-type: none"> - Press Notices and Site Notices published for two successive weeks in newspaper and fixed on land - Individual Notices served on landowners 	<i>Allow 4 weeks</i>
13	Objections	<i>21 days to lodge objections from date notice is posted</i>
14	Inquiry (or written reps) <ul style="list-style-type: none"> - Not later than 6 weeks after relevant date serve Statement of Case - Witness Statements prepared and 	<i>Minister gives "relevant date"</i> <i>Inquiry held within 22 weeks of relevant date</i>

	<p>exchanged 3 weeks before Inquiry</p> <ul style="list-style-type: none"> - Site Notices posted 14 days before inquiry 	<i>Inquiry length depends on number of objectors left</i>
15	Decision from Minister	<i>Can be up to 12 months from inquiry date</i>
16	Confirmation of CPO	<i>Publicise decision in local newspaper / copy served on land owners and notice fixed on site</i>
17	Challenge to confirmation	<i>Within 6 weeks of publication</i>
18	<p>Possession</p> <ul style="list-style-type: none"> - By agreement - Following Notice to Treat - GVD - Acquire short tenancy - Blight Notice 	

Appendix 5
Residents' Charter and Additional Obligations

A handwritten signature in black ink, appearing to be 'JB' or similar, located below the title.



Blackwall Reach Community Charter

Resident Expectations and Partners' Response

October 2009

Developed by members of the Blackwall Reach Tenants and Residents Association and other co-opted residents, together with the Regeneration Partners, LB Tower Hamlets and the Homes and Communities Agency

Charter Facilitation: Scott Wilson, Social Regeneration and Engagement Team, ENR

Welcome to the Blackwall Reach Community Charter

This document began with a group of local resident's gathering as the Charter Group to share thoughts on the communities hopes for the Blackwall Reach Regeneration Project. These are included on the left hand white pages of this document headed 'Residents' Aspirations'.

Having been presented with these and following careful thought and several meetings with the residents' Charter Group, the regeneration partners Tower Hamlets Council and the Homes and Communities Agency have responded to these expectations and as shown on the blue right hand pages of this document headed 'Partners' Response'.

Whilst the resident's involved have dedicated much time and effort to this process and on behalf of the community, they have also explained that there is likely to be a wide range of views which may not have all been included or agreed.

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1. Residents' Aspirations: Introduction and Aims

We, the residents of Blackwall Reach believe that regeneration can improve the quality of life for people in this area if it is carried out sensitively, openly, with imagination and with the full involvement of those who live in the area.

We commit our thoughts to writing and do hereby invite the regeneration partners - the London Borough of Tower Hamlets Cabinet and the Board of the Homes and Communities Agency to positively respond to the principles, expectations, ideas and aspirations set out here and to work closely with our Tenant and Resident leaders, through a Residents Regeneration Group, to identify how exactly these might be achieved for the future of our community.

The background to this charter is that Robin Hood Gardens will be demolished in favour of new-build homes. Until such time as a firm understanding is reached with the Regeneration Partners, we reserve the right to make changes to this charter.

Our primary aim in support of any physical regeneration is to ensure the future stability, opportunities and happiness of all people living in our neighbourhood by providing high quality homes and the best possible physical environment and public space.

Our primary aim in support of any social and economic regeneration is to reduce poverty, strengthen community ties and ensure our children and adults reach their potential.

P1. Partners' Response: Introduction and Aims

The **Council welcomes residents' input** into the development of its joint proposals with the Homes and Communities Agency (formerly English Partnerships) and has enshrined these aims within its proposals for the wider regeneration for the Blackwall area as set out in the reports to the council's cabinet – the main decision-making body.

It is recognised that the **socio-economic aspect of regeneration is very important** alongside the physical improvements. There will be **plenty of scope** for resident participation to shape how this will happen as the scheme is prepared for its planning application.

2. Residents' Aspirations: Housing

2.1 Maintaining a safe, stable, mixed community

With regard to our housing future, we the residents of Blackwall Reach believe the principal partners have a duty to minimise uncertainty and disruption, maintain our security and build on the current sense of community and positive aspects of living that already exist here.

The residents of Blackwall Reach see housing security, quality, management, cost and choices as the fundamental building blocks of this regeneration. We believe that if these things are in place, tenants and residents will want to stay or move into this community and we will be able to maintain a safe, stable, mixed community where people from all backgrounds live well together.

Our starting point is: current tenants and their households, leaseholders and freeholders and their households will be **no worse off** in terms of their current rights and experience of living in Blackwall Reach, as judged by residents.

Our vision is that we will re-build a Blackwall Reach that **continues the strengths of the current community and environment** in order to create a neighbourhood that socially, physically and economically is an example to the rest of Tower Hamlets and London.

The following key principles and ideas drive our support for any housing proposals, our continued involvement and how we will eventually judge the success of this regeneration in housing terms.

2.2 Choice of Tenure

That the regeneration increases the range of tenures available to local people so they have a genuine choice between landlords, improved opportunities to get onto the housing ladder and, in the case of leaseholders and freeholders, are no worse off in terms of replacement private homes offered to them.

Essential to real choice of tenure is:

*The continued provision of Tower Hamlets Council Secure Tenancy homes **within** the Blackwall Reach boundary.*

*The continued provision of Tower Hamlets Council Secure Tenancy homes **outside** the Blackwall Reach boundary, i.e. nearby or elsewhere in the borough, for those residents who choose to avail of these.*

P2. Partners' Response: Housing

P 2.1 Maintaining a safe, stable, mixed community

We agree that **tenants and home owners will not be worse off.**

- The scheme offers a chance to enhance quality of lives substantially.
- The scheme will improve the area and its facilities.
- The project will redevelop and replace deteriorating housing.

The scheme will provide **Housing Association homes with protected rights** and tenancy conditions.

P 2.2 Choice of Tenure

The expectation of new-build **Council housing** on site is **impossible for the Council to currently deliver** due to the level of resources available and current government policy.

Central **Government expects Councils to work with Housing Association partners** to provide new affordable rented and shared ownership homes.

Unfortunately Housing Associations cannot grant secure tenancies in law.

The Council **understands the fear of switching from 'secure' to 'assured' tenancy**, but a lot of tenants have now done this:

- 19,400 have transferred to local housing associations (with preserved rights included in their new tenancy agreement).
- The number of council homes has decreased to 13,000 which are managed by the Arms Length Management Organisation (ALMO), Tower Hamlets Homes.
- Housing Associations own and manage 28,000 homes in Tower Hamlets and are the majority provider and manager of affordable housing.

Residents' rights and position can be protected in two ways

- Housing Associations are **rigorously monitored and regulated** through a new dedicated body called the Tenant Services Authority (TSA) which is independent of government
- From spring 2010, the TSA will also regulate other providers of social housing, such as local authorities and ALMOs like our own Tower Hamlets Homes. In other words a single body, monitoring all providers of social housing and **setting common standards** for the different types of social landlords.

The partners promise that it will be a condition of Housing Association selection that residents will have the same rights and protection as they do now - guaranteed contractually by the new housing association(s) to existing council tenants who take up the offer of a new home on Blackwall Reach.

2.3 Right to Remain

That all parties work to **avoid 'community drain'** and the loss of carefully built up social, cultural and ethnic networks. In the case of the Council by developing a legal guarantee, the 'right to remain', showing that current secure tenants, leaseholders and freeholders have a right to be re-housed within the site boundary, if that is their wish. Furthermore that, in the event of any off-site, temporary re-housing, this guarantee acts as a 'right to return' to a suitable home within the boundary when it becomes available (see para 2.26 tenant re-housing offers).

In the event of a tenant, at the end of the regeneration period, choosing to stay on in their 'temporary accommodation', this option should also be made available to them.

That **new housing on site is targeted at all those local residents who want to stay**, as well as used to relieve the LBTH housing waiting list. This is with the understanding that the number of affordable homes being provided would exceed by far the number of existing residents who would wish to return to or remain on Blackwall Reach.

2.4 Tenancy Rights

That the regeneration partners understand that our current statutory rights have been hard fought for in the 20th century and should form the basis for the continuing rights of all social housing tenancies on Blackwall Reach.

That it is understood by the regeneration partners that **most residents on this estate want to keep their Tower Hamlets Council Secure tenancies**, although we accept that some may prefer a housing association landlord where, for example this provides them with more choice of accommodation.

Assured Tenancy Rights

Whilst we understand that Housing Associations must, by law, use an **assured tenancy** as the basis of their tenancy agreement, we believe this **should be in no way inferior to our current secure tenancy agreement**. In particular with regard to the grounds for eviction and opportunities for tenant involvement in the future management of their homes. Keeping household pets and parking spaces are also important to tenants, and Housing Association rules around these should be carefully scrutinized as part of the procurement process.

The basis for inviting any housing association, developer or other housing organisation to build and/or manage social housing on Blackwall Reach should require the **mirroring of housing rights and also the degree of legal protection** for any future assured tenants in the event of any financial difficulty, collapse or takeover of a housing association landlord(s) on the site. This should include clear reference to the protection of rights, rents and service charges in the above circumstance.

P 2.3 Right to Remain

The Council would **suggest that Residents and Partners sign up to a 'Joint Declaration'**. An example wording is provided as follows:

EXAMPLE of JOINT DECLARATION'

The Residents and Partners are concerned to avoid 'community drain' and the loss of carefully built up social, cultural and ethnic networks through the guarantee of a right to remain or return for every current secure tenant and resident homeowner. In the case of existing tenants this will be through a new housing association built home within the regeneration area. In the case of existing homeowners this will be through a new replacement home for sale within the regeneration area.

In addition it is agreed that the Council intends to minimise the need for temporary off-site decants, depending on numbers that want to remain or return in each of the two decant phases. If it becomes necessary temporary decantees will be given a clear assurance of their entitlement to a new housing association built home on Blackwall Reach. If they decide not to exercise their right to return, the Council will retain a legal obligation to provide a suitable alternative permanent home.'

We also **agree** to meet the expectation of **Council homes outside the Blackwall Reach boundary**, for those who wish to avail of them. This has always been the basis of our commitment to those tenants who want to move to another home elsewhere in the borough.

For instance a similar undertaking has been made in respect of the Ocean New Deal for Communities (NDC) where tenants seeking decant but not wishing to use their option to return to new homes in the area are actively moving elsewhere in Tower Hamlets.

Residents who wish to be rehoused away from the Blackwall Reach area may register for rehousing. As the scheme plans are finalized residents will be able to make a clearer choice between staying local and being rehoused into the newly built accommodation or to be rehoused off Blackwall Reach. At this stage tenants wishing to move away will benefit from the award of Decant Status which gives the highest priority amongst council tenants wishing to be rehoused. Residents will be informed as soon as decant status is in place so that they can make their rehousing choices.

P 2.4 Tenancy Rights

The **Council understands these concerns**. We have already agreed that a housing association partner must guarantee to grant a **modified version of its standard assured tenancy agreement which will preserve the key rights enjoyed by secure tenants of this council**.

A **draft tenancy agreement will be circulated** and discussed with resident leaders before a housing Association is appointed. A letter showing a table of rights comparison was sent to all tenants in August 2008 and is attached as an appendix to this Housing and Design Charter Chapter. Although the **'Right to Manage' was absent**, the Partners will require that any **housing associations** bidding to build the new homes **must clearly set out how they will encourage and enable resident involvement** in management of the future estate.

2.5 Rents, Service and Utility Charge Levels

Our primary aim here is to ensure that future rents and service charges do not push individuals and families into deeper poverty or dependency. We recognise that new or refurbished homes carry a higher basic rent than our current ones and that design, materials and management overheads will all have an effect on service charge levels.

The effect of different design and management choices or assumptions on the business model and therefore on future rents and service charges must be made explicit to our community representatives before the final appointment of any housing association, developer or other housing organisation. Future rent and service charge levels, for both secure and assured tenants and future service charges for leaseholders **should be guaranteed not to rise above any Government imposed limits or inflation**, whichever is lower.

Tenants should have a say in the inclusion of Discretionary or Optional Services in service charges. In particular, tenants should be able to opt out of a service they do not want.

We expect that the residents involved in choosing a future landlord will be shown proof that cost of living would not go up greatly as a result of changing tenure, before they are required to come to any decision on their preferred future landlord.

It is vital that **current and future tenants can fairly compare their current costs with the future costs** of different tenure choices and we ask that an easily understood comparison can be made between tenants' rent statements, as currently broken down, with the actual proposed future proposed rents and service charges before individual re-housing decisions have to be made.

Given that gas, electricity and water are now very significant and rising costs for households on Blackwall Reach, the expected costs should be accurately and fairly conveyed to residents at the detailed design stage (see housing design and energy standards).

P 2.5 Rents, Service and Utility Charge Levels

The **Council fully understands these concerns**. We will require a housing association partner to be open about future rents, service charges and utility costs. **A rent guarantee will be required together with an agreement to consult residents on the cost implications of design or management ideas** as the detailed design work progresses.

Rents and Service Charges:

From 2012 Government stipulates properties of a similar size in a similar area will carry a similar 'target' rent, regardless of the landlord being a local authority or a housing association.

Until April 2004 the Council charged a rent which was inclusive of the service charge element (for example, caretaking, cleaning and grounds maintenance). From April 2004 the council began to "unpool" the rents and service charges, which are now separated from rent on your rent statement. The Council's average service element is now approximately £6 per week, including all communal services, but excluding any heating or concierge charges that are itemised specifically. Housing Association landlords also separate out the amount that is charged for services from rent. **Tenants see what they are actually paying for and can check they only pay for services they benefit from.**

If tenants have new services, for example a concierge or CCTV system, then their landlord would have to charge for this. However both the Council and Housing Associations are only able to charge tenants the actual cost of providing these services - **they are not allowed to make a profit**. The service element is still eligible for Housing Benefit as it currently is with the Council. This includes communal services including CCTV and Concierge systems.

Water Charges:

These are payable in addition to the service element. At present, secure tenants pay water charges direct to the Council in addition to their rent. We estimate water charges to be on average £5.77 (2 bed flat) per week. In new properties, **water meters will be installed** (this is a government requirement) and tenants may pay the water charges directly to the water company, although in reality some housing associations collect the water charges on behalf of Thames Water.

Impact of design and management on costs:

Residents' anxieties about the impact of design or management on rents/service charges is understood and the council and its partners and consultants will be **as open as possible about the costs to the consumer of design proposals**.

Where possible **some items may be offered as options**, depending whether they are prepared to pay for enhanced services which may improve the quality of their homes or their experience of living in the improved area. This approach has proven effective elsewhere.

2.6 Housing and Estate Management

Our current homes have suffered years of poor management and maintenance. We believe **one body should oversee the maintenance and management** of all housing, community facilities, open and public spaces in the rebuilt neighbourhood; that a high future standard of housing and estate management is put in place; that the actual common, measurable and affordable **standards are formally agreed** between the Homes and Communities Agency and Tower Hamlets Council/ALMO and all future landlords operating within the site, the Developer and community representatives; that these standards should include provision of a caretaker/warden, and a shared **housing and estate management office** sited in or very near the neighbourhood.

We believe **transparency and accountability** to be the key principles of housing management, and that future management arrangements will pay heed to this. We encourage specific steps by future landlords, such as publishing a resident friendly periodic audit of the landlord's accounts, as a step towards greater transparency. In terms of accountability, we encourage **reasonable and practical penalties on future landlords** for failure to delivery, being built into their offer. Performance reviews and monitoring are also considered crucial elements of management.

We expect that future landlords will continue to **collect utility costs such as gas and water from tenants directly**, through their rent and service charge, and pass any savings with this collection method onto tenants.

Elderly and vulnerable people should be looked after better in terms of housing management. They **should have easy access to management**; for instance, those uncomfortable with telephones or incapable of visiting the site office should have the option of having someone come up and see them. Management should also develop a relationship with care workers of vulnerable tenants. Special policies, resources and training for dealing with the elderly or otherwise vulnerable should be developed to deliver such objectives.

We expect that mechanisms for resident involvement in housing management will be developed with future landlords. This should be done with the understanding that **training** is very important for **interested residents to be effective members of housing management boards**. Training should focus on building residents' capacity to carry out specialist housing management duties (such as accounts), so that management does not become a burden for residents.

P 2.6 Housing and Estate Management

The **Partners welcome discussion on these issues**. We are exploring potential models for the co-ordination of both the development and the long-term management of the homes in the Blackwall Reach area to **ensure that high standards are set and maintained in perpetuity**. This will be shared with resident leaders.

The Partners agree that a clear unified approach to the management and maintenance of homes, parks and other shared public spaces will be essential.

The new regulator, the TSA for all social landlords supports the publishing of performance information about landlords. The TSA will also share their assessments of landlord performance so that tenants can see how they are performing. From late 2009 the TSA will also have a set of enforcement powers to enable a wide range of appropriate interventions including specific tenant protection measures.

The council will require that the housing association will abide with the existing Housing Association Tenants Charter. **Residents can expect to be treated fairly and without discrimination, and services will be accessible to all residents.** If elderly and vulnerable residents need certain care or support services, they will be given appropriate help to obtain them.

The **formal selection process** for a housing association partner will **assess the track record of potential partners and seek more information on their ideas and aspirations for the area and its cohesive long-term management**. The council will seek the best possible standards of design, development and management for Blackwall Reach. The proposals for housing and estate management will be subject to consultation with the local community.

2.7 Leaseholder and Freeholder Re-Housing

We recognise that most people who have decided to buy their home in Blackwall Reach are taking an additional risk and showing a particular commitment to this neighbourhood. We expect the purchase price of new equivalent sized flats or houses in any rebuilt neighbourhood to be significantly higher and recognise that without a reasonable financial deal, leaseholders could be forced out of the area or even London.

We believe that, those who currently live in Blackwall Reach as **leaseholders and freeholders, should be no worse off** and offered a **'like for like' property within the site boundary**. For example residents in a 3 bedroom property with 1 WC, 1 bathroom, living room and a separate kitchen should be offered the same specification without having to share their equity, take out an additional mortgage or loan or put in additional capital.

We would like particular consideration and **policy to be developed for older, vulnerable or sick leaseholders/freeholders** or those who can no longer afford to be in this sector – in terms of consideration for social housing, third party help with negotiating a price, assistance with moving and avoiding temporary moves.

That if no suitable like-for-like property is immediately available, leaseholders and freeholders are offered **temporary accommodation at no extra cost** until such time as a suitable property becomes available. The standard of this temporary accommodation should be reasonable, i.e. comparable with the resident's current conditions' - and situated in close proximity to their home to ensure minimal disruption to daily routines.

P 2.7 Leaseholder and Freeholder Re-Housing

There is a **firm commitment** by the Council that existing resident home owners in Blackwall Reach, who wish to stay in this area once it is improved, will be helped to do so. Our future **housing association partner will be required to build replacement homes** for existing resident home owners to buy, on an affordable, flexible (shared equity) basis, using the money they receive from their present home. There are likely to be other options too, once the housing association is chosen. Home owners' needs will be taken into account when we select the housing association.

Some existing resident homeowners may wish to accept an offer from a housing association to buy their home and make their own arrangements to move elsewhere. Alternatively other owners may feel they are not able to purchase another property on the private market, for various reasons; or they may wish to stay in this area, because of strong social links, or school commitments for instance.

Leaseholder and Freeholder buybacks

There will be a requirement that the incoming housing association has **flexible proposals for existing owners in genuine hardship** who can no longer afford to remain in their existing tenure. For example they could become assured tenants of the housing association.

The council would need to be **fair in terms of the purchase price agreed** in the event that the homeowner became a tenant again with the preserved rights of secure tenants including the ability to exercise the right to buy again.

Through the rehousing survey the **Council will identify the specific requirements of owners (and tenants)**. Once the scheme is finally approved by the partners (the Council and the HCA) the **Council's Supporting People team** will be engaged to assist in identifying the support options that will be available to individual residents.

Temporary Accommodation for Leaseholders and Freeholders

Project phasing and mix will minimize the need for temporary accommodation.

We agree that such temporary accommodation should be of a reasonable standard and like for like in terms of bedroom size.

Temporary accommodation should be a last resort. The council needs to minimize the need for "double decants" for tenants and homeowners.

Although unlikely, the **Council in partnership with the chosen housing association will need to set out a clear procedure for the buy-back and temporary rehousing of home owners**, in the most suitable and convenient properties which can be made available.

2.8 Tenant Re-Housing offers

We understand that an objective housing needs survey will assess the current needs of all secure tenants living on Blackwall Reach and that this will inform the mix and phasing of any new homes built.

We expect this regeneration to facilitate the **early re-housing of the overcrowded families** on this estate. The Decant, phasing, and construction timelines should pay particular heed to this.

We understand that the partners are working to **minimise** the number of people affected by **temporary moves** during the regeneration. However, **residents are not against temporary moves in principle if this increases our choice** in the longer term, and if the standard of temporary accommodation is reasonable and situated in close proximity to the resident's current home to ensure minimal disruption to daily routines.

Choice of a Home on-site: Decanting

The vast majority of residents currently living in Blackwall Reach enjoy sight of and easy access to the Millennium Green (the Park). These are the lungs of our community and make bearable the pollution that surrounds us from the major roads. We welcome therefore any plans to **extend the size of the central park** and believe that the all **current tenants and residents should continue to enjoy sight of and easy access to the park**. This particularly applies to families with children.

We expect therefore that the current residents, and in particular families with children, decanted from the first phase of Robin Hood Gardens (currently Robin Hood Gardens West), be offered a choice of a temporary move into a new flat on the St Matthias site or a council or housing association home off-site with a guarantee and that they can come back to a home overlooking the new park and that this is made explicit in the right to remain / return guarantee, at the point of their first move.

Futhermore that temporary accommodation offers onto the St Matthias site be as flexible as possible to allow the option for any decanted tenant deciding to stay on permanently at the point they are made a final offer.

In order to facilitate the above and avoid community drain, we would like to work with the partners to develop a policy of **'Pre-allocation of units'** which we believe could maximise tenants' choice, ensure appropriate cultural adaptations within the home and help to build early neighbour and social ties in the new blocks, by for example, ensuring that **current neighbours who wish to live near each other can clearly see they can do so again**.

P 2.8 Tenant Re-Housing offers

We agree: the Council will prioritise the rehousing of families into accommodation which meets their needs. The regeneration of Blackwall Reach will also enable the rehousing of 'hidden' households currently living with Blackwall Reach tenants provided they meet certain criteria.

The partners and in particular the appointed Housing Association(s), will work with existing secure council tenants to ensure that their rehousing preferences are fully met as far as possible. There will be consultation on the design of the new homes.

Subject to the design and layout of homes this engagement could include sensitivity on matters like the **relocation of existing friendly neighbours close to each other in the new scheme.** In this sense "pre-allocation" of homes, and involvement of their future tenants – i.e. those being decanted – on issues of design and management is of great importance

Choice of a Home on-site: Decanting

There are some challenges here for the Council as this aspiration asks for a sub-option for decanting tenants, whom the council has envisaged moving directly and permanently to the new homes to be built on the St Matthias site. The later phases may in practice be developed and managed by a different housing association, via a separate procurement. Detailed consultation on their phase of the scheme would not start until well after that for the St Matthias site.

Are the community representatives suggesting that two successive homes (i.e. in phases one and two) are designed to meet the specific needs of any tenant who feels they may wish to decant temporarily to Phase 1 and then move again some years later to Phase 2 (when their needs may have changed)?

If tenants also reserve the right to change their minds and remain on the first new-build phase (St Mathias) after all this would make both scheme phases much harder to design and plan accurately.

This could mean that tenants are consulted on the selection of the housing association partner, and design of homes, for a phase they might not end up having a permanent stake in. It could also de-stabilize the community through a simple two-phase decant / new-build / demolition cycle. This approach risks prolonging community uncertainty and upheaval which tenants want to prevent as the rolling programme of redevelopment and new-build will take several years to complete.

It is not solely within the council's gift anyway, but together with HCA **we are prepared to highlight this issue to potential housing association partners** and invite them to propose possible approaches to retain the flexibility to address this stated aspiration. The community needs to be aware that this would probably come at a price, not just in terms of increased scheme costs (e.g. due to the need to repair/redecorate the original decant property when vacated) but also in terms of the partners' ability to deliver fully responsive phased scheme masterplanning, design and consultation - when the end users are not clear.

2. Residents' Aspirations: Retention of Robin Hood Gardens

In the event of any decision to keep and refurbish the two main blocks of Robin Hood Gardens, we would expect a **further round of consultation** with residents to be swiftly carried out explaining the implications. We would expect the two blocks to remain under Council/ALMO control and to offer **continuing secure tenancies**. Where tenants and residents still need to be decanted off for refurbishment purposes, we would expect them to be offered the right to remain/return with the additional expectation that they have a choice of whether to come back to their original home or one close by.

4. Housing Design Standards

We expect that there will be a **long term vision for the design of new homes** on Blackwall Reach. This would cover the standards we could expect as well as:

- **Avoiding cost cutting** to begin with, so that residents will not be burdened with failing buildings or equipment in the future.
- **Weighing up** the running costs of energy saving equipment against installation costs.
- Funding being re-organised to **subsidise energy saving measures**.
- **Life time cost & life time use cost** analyses of buildings within new development

That the running costs of future homes should be minimised where appropriate through the building of zero carbon homes, the provision of individually controlled, but communal heating, the use of 'grey' water and solar gain. A well informed, public debate should be held as to whether gas is used on site, options around space and water heating and an open decision reached.

We believe that a Combined Heat and Power system could provide a very good solution to our energy needs and that the bulk purchase or production of fuel can result in savings which should be passed onto residents. We would expect to have good access to independent technical advice from energy experts during the regeneration process.

We understand that all HCA delivered homes are required to meet a medium standard Code for Sustainable Homes (CSH). In supporting this standard, we would need to understand how the coding may meet our own priorities:

- Daylight
- Sound insulation
- Private Space
- Site waste management
- Household waste storage
- Considerate constructors scheme
- Security (through 'Secured by design – new homes')
- Parking

P3. Partners' Response: Retention of Robin Hood Gardens

The **Council's cabinet (1/7/09)** has decided to proceed with the redevelopment of the Blackwall Reach area including the demolition of **Robin Hood Gardens (RHG)**. This followed the granting of the Certificate of Immunity from Listing for RHG by the Department of Communities and Local Government (CLG).

The council has decided to proceed with the Blackwall Reach Regeneration Project (BRRP) to provide **1600 new homes of which a minimum of 35% will be affordable with 45% of the social rented homes provided as family accommodation.** This will better meet the needs of the existing and wider community in the Blackwall Reach area as born out by our recent housing needs survey.

P4. Partners' Response: Housing Design Standards

It is recognised that space and heating are major considerations for the community in terms of energy efficiency, cost of installation and running and the effect on the environment.

Some of these issues will be dealt with at masterplanning stage; the remaining through the requirement for housing association partner(s) to engage with the community on a range of detailed design issues, including space standards and energy conservation initiatives / consumer cost savings.

There will need to be a balance between community aspirations and the financial viability of the scheme.

Optimum solutions can only be explored through the **design process and ongoing business planning** of the project. **We will work with community representatives throughout the procurement process** and we will assess the extent to which potential housing association partners are committed to finding workable solutions to the issues highlighted by residents.

(continued from previous white page)

In addition, we understand that CABE Building for Life Standards may come into play in the lifetime of this regeneration. The 20 criteria for meeting this standard include the following questions, which we believe should be kept in mind during the design of this regeneration:

- 'Do buildings or spaces outperform statutory minima, such as Building Regulations?
- Do internal spaces and layout allow for adaptation, conversion or extension?'

Future space standards should reflect the current standards that we enjoy. We would like to work with the partners to use the above standards (CSH and Building for Life) to meet our aspirations around spacious homes with good layouts, given that many of us are accustomed to the relatively generous space standards of Robin Hood Gardens.

We expect that the treatment of **entrance areas** will be the same across blocks and tenures in the new development.

Partners' Response

(see previous blue page)

5. Residents' Aspirations: Resident Involvement in 'Procurement' Process for Future Landlord

We believe our community representatives have a lot to offer the procurement process and their involvement in this process will help to forge an early positive relationship between future landlords and the current community;

We would expect around **four community representatives** on any procurement panel, i.e., a majority or half of the panel and we would invite the short-listed housing Associations for the St Matthias site and later phases to present their proposals to the whole community in a Local Voices Group Forum meeting and for this meeting to inform how our community representatives might vote in a final decision.

We would expect that many, if not most of the points and aspirations we make in this charter, be **formally incorporated into the procurement documentation** and that our community representatives are involved in the 'sign-off' of that documentation.

Finally, we understand that we will have the opportunity to be **regularly consulted** through the establishment of a **new Residents Regeneration Group** which will be made up of volunteers from the Tenants and Residents Association committee, others from the Local Voices Group and relevant professionals from Tower Hamlets Council, the Homes and Communities Agency and their consultants. Further detail would include:

- Planning and Design
- Community Facilities and Open Space Use
- Socio-Economic
- Resident Involvement and Empowerment

P5. Partners' Response: Resident Involvement in 'Procurement' Process for Future Landlord

The partners welcome residents' willingness to become involved in the procurement process with the Council and the HCA.

In line with other comparable projects the partners propose that a **representative panel of residents (including secure tenants and home owners) acts as a sounding board** and helps officers and members in assessing the bids received through the procurement process.

The precise format of the procurement process is still to be determined but once available partners undertake to advise residents of the procurement process timeframe and key stages including the opportunities for resident involvement.

Partners are fully signed up to continuing to translate the Charter principles with residents into detailed planning and design proposals through the establishment of the Residents Regeneration Group to include:

- Planning and Design
- Community Facilities and Open Space Use
- Socio-Economic Proposals

Blackwall Reach Community Charter – Housing and Design

Summary (to be read together with full charter)

Housing and Tenants Rights (pages 5-9)

Our Expectation	Partners' Response*
New housing on site targeted at existing residents who want to stay, as well as used to relieve the LBTH housing waiting list	
Number of affordable homes being provided would exceed by far the number of existing residents who would wish to return to or remain on Blackwall Reach	
Assured (housing association) tenancy agreement to be in no way inferior to current secure (council) tenancy agreement	
Legal 'right to manage'	
Tower Hamlets Council Secure Tenancy homes inside Blackwall Reach boundary	
Tower Hamlets Council Secure Tenancy homes outside Blackwall Reach boundary	
'Right to Remain' [or Right to Return if temporarily decanted elsewhere]	
'Pre-allocation' of units	HA

Estate Management, Rents, Service and Utility Charge Levels (pages 10-13)

Our Expectation	Partners' Response
Future rents and service charges to be made explicit to community representatives before final appointment of housing association or developer	
Rents and service charges guaranteed not to rise above any Government imposed limits or inflation, whichever is lower	HA
Future landlords continue to collect utility costs through rent and service charge	
One body to maintain and manage all housing, community facilities, open and public spaces to a high future standard	HA
Annual, resident friendly audit of the landlord's accounts published	HA

Leaseholder and Freeholder Re-Housing (pages 14-17)

Our Expectation	Partners' Response
'Like for like' property within site boundary, no shared equity, no extra mortgage or loan, no extra capital	HA
If no suitable like-for-like property immediately available, temporary accommodation of a reasonable standard to be provided within the area in the interim, at no extra cost	

Good Design and running costs (pages 18-21)

Our Expectation	Partners' Response
Positive aspects of Robin Hood Gardens to be incorporated into design and planning of new development, e.g. wide communal balconies, space to grow fresh fruit and vegetables, resident parking, space standards that reflect the current room sizes	HA
Central park size increased	
Residents who remain to have view of and easy access to the park, especially families with children	
Running costs to be minimised through energy saving technology - communal heating (such as a Combined Heat and Power system), recycled water and solar gain	HA
Independent technical advice from energy experts during the regeneration process.	

Resident Involvement in selection of Future Landlords ['Procurement' Proces]) (pages 22-23)

Our Expectation	Partners' Response
Minimum four community representatives on any procurement panel	
Short-listed Housing Associations to be invited to present their proposals to the whole community	
Suitable training provided to support residents' representatives	
Most points and aspirations made in this Charter to be formally incorporated into the procurement documentation	
Independent legal advice at crucial stages of the regeneration	

*Key:



Partners support this expectation and will expect the appointed Housing Association to deliver it



Partners can meet this expectation



Partners unable to meet this expectation

Resident Questionnaire

It would be very helpful for both the TRA and the Partners to get feedback on this charter and the wider regeneration plans. Please take 5 minutes to answer the following questions:

Tenure:

Council Tenant ☐ Leaseholder ☐ Freeholder ☐

1. Do you agree with this residents charter? YES ☐ NO ☐ D/K* ☐
2. Do you think anything is missing? YES ☐ NO ☐ D/K ☐
3. If Yes, please tell us what:

The next phase of the regeneration is more detailed planning and design work to prepare for a planning application to Tower Hamlets Council in Autumn 2010:

4. Would you like to go on a 'seeing is believing' tour of other recent regeneration schemes to meet the residents involved and see the design standards? YES ☐ NO ☐
5. Would you like to be involved in further development of the project? YES ☐ NO ☐
6. Would you like to attend masterplanning workshops on different aspects of the design?
YES ☐ NO ☐
7. Do you have any further questions or comments about the regeneration?

*D/K = 'Don't Know'

Please leave us your name and address if you have ticked Yes to Q's 4, 5 or 6:

Name: Address:
Tel No: e-mail:

Thank you, please return to the project shop or send in post, completely confidentially to:
Shibani Bose, Scott Wilson, 6-8 Greencoat Place, London SW1P1PL

Additional RESIDENT CHARTER Commitments [Appendix 5]

- 1 Socio-economic and community development**
 - 1.1 The Developer will work with residents to shape the economic regeneration strategy both throughout the construction process and in the long term.
 - 1.2 The Developer will work with residents to offer bespoke training and employment support and opportunities to meet their employment and skills needs.
 - 1.3 To support these objectives the Developer will work with the Council and Skillsmatch to provide an outreach service to residents.
 - 1.4 The Developer will offer apprenticeships to all 16-19 year olds currently living on the estate.
 - 1.5 A minimum of 20% of the regeneration construction labour and supply chain will be provided by local people / businesses. The Developer will consult residents on these targets.
 - 1.6 The Developer will engage with existing and new communities to ensure cohesion through events that will be either funded or part funded by Swan and/or Swan Foundation. These events could include: Fun Days; IT clubs; After School clubs; Summer activity programme; Football coaching; Luncheon clubs.
 - 1.7 The Developer will develop community services jointly with residents.
 - 1.8 The Developer will actively support representative resident associations by providing training, facilities and resources.
- 2 Decant**
 - 2.1 The Developer will, wherever possible, provide the opportunity for neighbours to stay close together on the location of their choice, to promote community cohesion on the regenerated estate.
 - 2.2 The Developer will work with elderly and vulnerable residents to ensure that their individual needs and requirements are met throughout the regeneration and rehousing process. They will provide a range of enhanced services that include regular home visits and needs assessments to ensure all available support is being accessed and benefits received. The Developer will support vulnerable residents in the practical aspects of relocating to a new home through their Handyperson scheme. A housing officer will carry out home visits and make sure rehousing needs are correctly assessed to meet individual needs.
- 3 Interim housing management**

3.1 The Developer will offer key services to residents to assist in the smooth transfer from Council ownership to that of Swan after the first phases are complete. Examples of this include extra support for home visits for decants, the services of Swan's Resident Involvement team and a commitment to full resident involvement throughout the design, planning and development process.

3.2 The Developer will also be able to offer a 100 day promise for Blackwall Reach from the date of contract award. This would involve a dedicated team offering a deep clean and tidy up of all communal areas on the current estate. The team would work under the supervision of fully trained and experienced staff and to a clear programme agreed with residents. Weekly onsite meetings would be held to monitor that these are carried out to the highest standard.

4 **Housing management**

4.1 The Developer will adopt a preventative approach to rent arrears with support from their Welfare Benefits Advice Service. The Developer will exclude the listed grounds for possession under the 1988 Housing Act from the tenancy agreement.

4.2 The Developer will work in partnership with all relevant agencies across the borough to ensure that prompt action is taken against the perpetrators of anti-social behaviour and harassment. They will undertake to resolve all anti-social behaviour irrespective of whether this is caused by a tenant, leaseholder or owner-occupier and they will work closely with other landlords and partner agencies to address this. Where landlords are not willing to work with them, they will take action against them under the terms of their lease.

4.3 The new homes will be managed by dedicated staff as part of the existing housing management structure that the Developer already has in place within the borough. This will include a Neighbourhood Manager, dedicated housing officers and caretaking team.

4.4 The Developer will build a new housing office within Phase 1a. It will be staffed with full and part-time Swan staff including the dedicated team of caretakers and housing officers and the dedicated Neighbourhood Manager, rent officers, Estate Services Manager and Regional Housing Director.

4.5 The Developer will operate a consistent management level across the estate with comprehensive services and management provisions being provided and managed by Swan.

4.6 The Developer will work with the Client to support the establishment of an Estate Management Board which will oversee the management of the publicly accessible open space. It is envisaged that this Trust will have its own dedicated Board comprising of representatives from the local community including affordable housing tenants, Swan and the Council. This Board will have responsibility for the procurement of a cost effective open space management service to include cleaning, refuse disposal, horticulture and maintenance of the publicly accessible

infrastructure. The Trust will report regularly to all residents and businesses in the regeneration area on performance of the procured contracts including the provision of financial information for the effective monitoring of service charge levels and the standards of service. The Developer will commit the necessary resources to facilitate the running of the Trust and to ensure that Board meetings are appropriately held and serviced. The Developer will work jointly with the Client and residents to establish the constitution of Estate Management Trust. The Developer will commit to a payment of £250,000 to the Estate Management Trust at the start of each of the Phases 1 – 4.

5 Design

- 5.1 The Developer will not gate or separate areas of the development purely for private sales homes. The development will be tenure blind.
- 5.2 All public facilities will be available to all residents regardless of tenure; individual block facilities may differ depending on block requirements and what individual blocks wish to pay for as service charges.

6 Construction

- 6.1 The regeneration will be registered under the Considerate Contractor's Scheme which will be supplemented by Countryside's Code of Conduct.
- 6.2 The Developer will undertake the following:
- The Developer will provide a site based Resident Liaison Officer who will be recruited from the local community.
 - Any logistics plans required to amend or restrict access routes will be fully developed and discussed with the resident board and the onsite RLO will ensure that residents are made aware of any changes that may be required (minimum seven days notice before change).
 - Deliveries to site will be restricted during the school start and finish periods.
 - The Developer will carefully plan the phasing and zoning of the works to ensure that as much space as possible is maintained between existing occupied homes and the site of construction works on new buildings.
 - The Developer will talk to local residents at the earliest possible opportunity to learn from them how they use the estate currently and what concerns they have.
 - The Developer will draw up safe and segregated vehicle, pedestrian and construction routes which will be tested with residents and key delivery agencies such as the post office.
 - The Developer will establish any sensitive areas where safety is particularly important such as play areas and agree access and safeguarding arrangements.
 - The Developer will consult on the proposed construction compounds, material storage areas and subcontractors parking arrangements.

- The Developer will put forward, in draft, a Construction Code of Conduct to be developed with residents and to include matters such as hours of work, control of noise, security and the behaviour of their workforce.

7 Preferential access to units for sale

7.1 The Developer will work with the local residents to ensure that preferential access can be provided to the open market sales units. The initial element of this will commence with the existing Blackwall Reach residents being invited to a prelaunch (usually 2-3 weeks) ahead of a launch of a UK wide launch. Residents will be invited individually to view the new properties through open events to be held in the evenings or weekends to allow the maximum opportunity to view. If residents are not able to make the open launch events then individual appointments will be made available.

7.2 At all times residents will be able to have immediate access to on site sales teams before the UK wide launch, who would be able to assist in providing information or direct to appropriate professionals for information on mortgages, affordability and legal.

8 General

8.1 The Developer will consult residents on any name change or re-branding of the estate.

Appendix 6

Marketing and Private Lettings Strategy

There will be a comprehensive and integrated sales and marketing approach across all tenures within the scheme, creating a strong brand and supporting this with high quality marketing collateral, show apartments and a marketing suite. There will be a strong local community focus within the marketing campaign and will consider using translated material if appropriate.

The agreed marketing strategy is as follows:-

1. In respect of each phase of the Development the Developer will target the marketing of the site for a period of not less than 3 months solely in the local area starting no earlier than the acquisition of the relevant parcel of land in question in order to maximise the opportunities for local people to purchase homes within the development. This will include direct marketing, advertising, open days, advertising through local agents etc.
2. The Developer will if requested by the Council provide copies of all marketing material that it intends to use in the local area and will give due consideration to any reasonable comments or concerns that the Council may raise.
3. The Developer will continue to market each phase to the local and London area for a further 3 months including show flats and direct marketing.
4. No more than 5% of the Private Housing Units within a Phase are to be disposed of via a bulk sale to an investor without the prior approval of the Council unless the sale of those units include an obligation within the lease to appoint the RSL partner of the consortium as managing agents of any subletting and will require the units (if sublet) to be sublet in accordance with an agreed form of Assured short-hold tenancy, which will include the right of the manager to enter the property in case of emergency. If these obligations are included then there is no restriction on sales.
5. A bulk sale is defined as a single disposal of 5 or more units.
6. Full details of the residential management scheme to be adopted across all tenures and all development parcels will be supplied to the Council which will include the obligation on the Developer to encourage investors to use a preferred letting agent to control lettings.
7. If the Developer has pursued the agreed marketing strategy as set out in paragraphs 1 – 6 above for a period of 12 months from the commencement on site of the building works to the relevant building within a phase, then the Developer shall be entitled to vary the marketing strategy and to market to whom it sees fit provided it continues to make units available to local buyers.

**Appendix 7
Programme**

JB JB X P DC

Appendix 7 Programme

Milestones	DATE
Phase 1a	
Submit Detailed Planning	05/10/12
Resolution to Grant Planning	24/12/12
Sign Section 106	31/03/12
JR Period end	25/03/13
Start on Site	31/05/13
PC	31/03/15
Phase 1b	
Submit reserved matters application	03/02/14
Resolution to Grant Planning	02/05/14
JR Period end	02/08/14
Secondary Conditional Longstop Date	31/07/14
Start on Site	27/03/15
PC of affordable units	March 17
PC of Phase	March 17
Phase 2	
Submit reserved matters application	23/01/15
Resolution to Grant Planning	24/04/15
JR Period end	24/07/15
Secondary Conditional Longstop Date	31/12/15
Start on Site	10/06/16
PC	08/06/18
Phase 3	
Submit reserved matters application	02/06/17

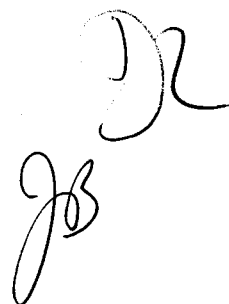
Resolution to Grant Planning	01/09/17
JR Period end	02/01/18
Secondary Conditional Longstop Date	31/12/17
Start on Site	12/04/19
PC	08/10/21
Phase 4	
Submit reserved matters application	18/03/18
Resolution to Grant Planning	15/06/18
JR Period end	16/09/18
Secondary Conditional Longstop Date	31/12/18
Start on Site	27/09/19
PC	22/03/24

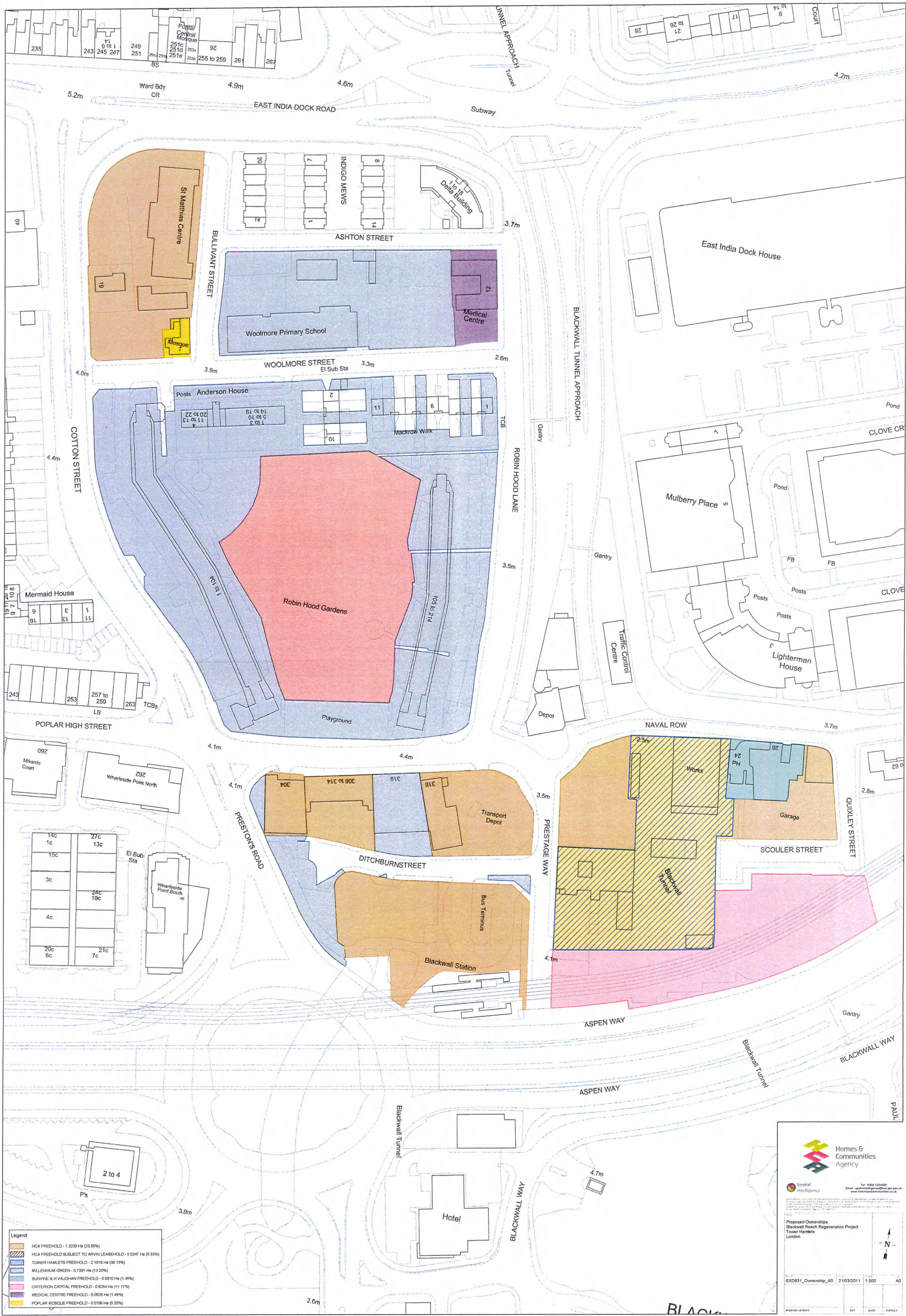
Appendix 8 Sustainability Standards



1. Residential Building Standards
 - 1.1 The Blackwall Reach Redevelopment Project will be expected to attain Sustainable Design Level 4 of the Code for Sustainable Homes (sustainability) as a minimum.
 - 1.2 Building for Life Silver Standard (minimum of 14 out of 20).
 - 1.3 BRE standards for daylight and sunlight for new dwellings and any impact on existing dwellings and open spaces.
 - 1.4 CEEQUAL Very Good Certification
 - 1.5 All residential units to be built to Lifetime Homes Standard.
 - 1.6 Minimum energy rating of NHER 9. (sustainability)
 - 1.7 Private open space to be built in line with Best Practice (Draft Housing Design Guide, July 2009)
 - 1.8 Category A* to C within the BRE Green Guide to Housing Specification (sustainability).
 - 1.9 Fire Brigade access, fire fighting and fire escape design to be to the highest standards
2. Non Residential Standards
 - 2.1 It is expected that non-residential buildings (shell only) will achieve BREEAM "Excellent" standards.
3. Construction Standards
 - 3.1 Sustainable materials should be sourced for the construction process, especially for timber.
 - 3.2 A sustainable Supply chain management regime will be adopted

Appendix 9
Phase Plan Land Ownership Plan and Central Park Plan

Handwritten initials 'JB' and a signature 'DR'.





Homes & Communities Agency



Spatial Intelligence

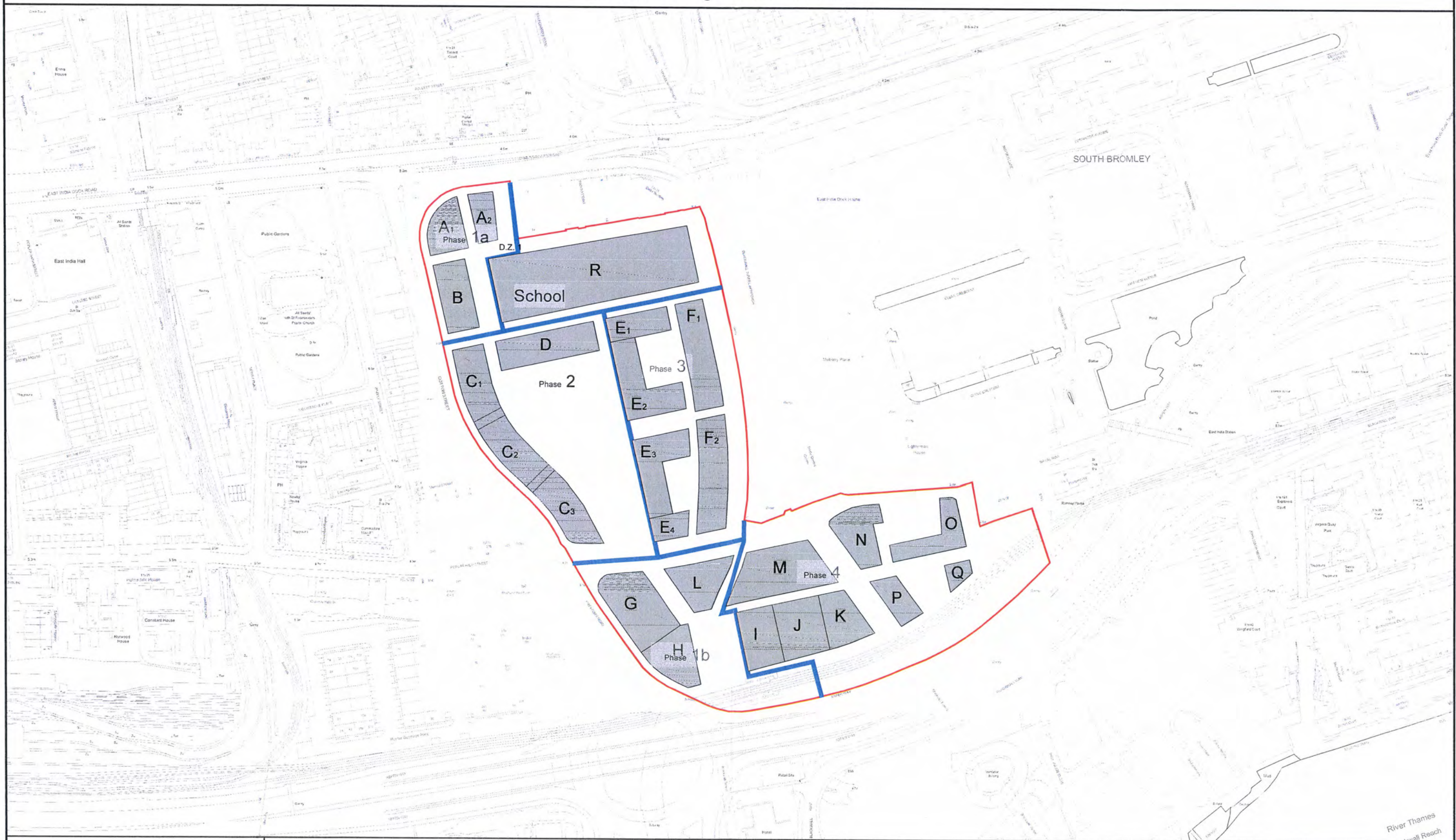
Tel: 0200 1234567
Email: spatialintelligence@hca.gov.uk
www.homesandcommunities.gov.uk

Proposed Ownerships
Blackwall Reach Regeneration Project
Tower Hamlets
London

01/03/2011 1:500 A0

PREPARED BY: [] BY: [] DATE: []

London Borough of Tower Hamlets

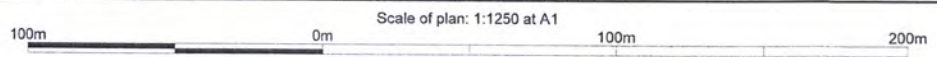


River Thames
Blackwall Reach



TITLE:
Map 2 Referred to in The London Borough of Tower Hamlets (Blackwall Reach)
Compulsory Purchase Order 2013
Phasing Plan

Date: 29/04/2013
Ref: J:\11-12\CGD11_29 Tower Hamlets
Plan No: CGD11_29_15 Phasing Plan rev1



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