

DATED 3 November 2017

(1) GLA LAND AND PROPERTY LIMITED

(2) CATALYST HOUSING LIMITED

DEVELOPMENT AGREEMENT
for sale, purchase and development of the former Webbs
Industrial Site, adjacent to 108 Blackhorse Lane,
Walthamstow

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THIS AGREEMENT is made on

3 November

2017

BETWEEN

- (1) **GLA Land and Property Limited** (the **Landowner**) whose registered office is at Windsor House, 42 – 50 Victoria Street, London SW1H 0TL; and
- (2) **Catalyst Housing Limited** (the **Developer**) (registered in England with number Charitable Registered Society Number 14561R whose registered office is at Ealing Broadway, 26-30 Uxbridge Road, Ealing W5 2AU;

Recitals

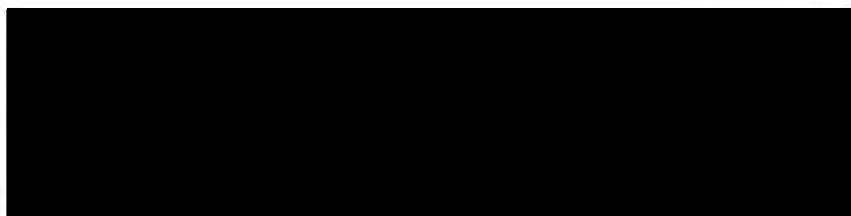
- A The Developer has agreed to develop the Land for the Landowner upon the following terms and conditions.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the recitals above) the following definitions apply:-

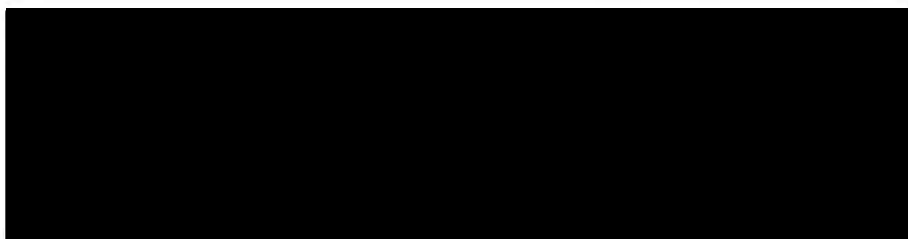
"Act"	means the Town and Country Planning Act 1990
"Adoptable Common Services"	means all Common Services which are intended to become adopted or maintainable at the public expense or by any public or statutory authority
"Adoptable Highways"	means Highways intended to be adopted as maintainable by the highway authority
"Affordable Unit"	means any unit comprised in an Affordable Leasehold Building and which is to be disposed of by the Association under a Shared Ownership Lease or Tenancy Agreement (or as otherwise permitted by the Landowner)
"Affordable Housing"	means Affordable Units to be constructed as part of the Development and comprising 100% (of all Dwellings forming part of the Development and which are to be disposed of to persons or households in housing need (and including those on moderate incomes).
"Affordable Leasehold Building"	means a building comprising entirely Affordable Flats (including any land forming the curtilage of the building)



"Approved Funder Charge" means a charge in favour of an Approved Funder over this Agreement and/or the Developer's interest in the Land and/or any works or materials owned by the Developer on the Land

"Approved Funder Partnering Agreement" means the agreement to be entered into between the Developer and the Approved Funder in relation to their collaboration in respect of the Development

"Approved Plans" means the Detailed Design Plans from time to time approved by the Landowner (with such amendments as may be approved in writing by the Landowner from time to time) in accordance with the provisions of this Agreement



"Block(s)" means a self-contained building as identified in the Approved Plans;

"BREEAM Interim Certificate" a Design and Procurement Interim Certificate issued by a company sanctioned by the Building Research Establishment in respect of each Commercial Unit to be erected on the Land pursuant to this Agreement confirming that the design of each such Commercial Unit is capable of achieving the requirements of the Building Research Establishment Environmental Assessment Method (BREEAM) minimum stipulated standard of assessment of "Very Good" with an aspiration to reach the "Excellent" standard;

"Building Lease(s)" means lease(s) of each Block forming part of the Land in the form annexed at Annexure 1

"CIBSE" means Chartered Institute of Building Services Engineers

"Calling In" means the calling in of the Planning Application by the Secretary of State for determination in accordance with section 77 of the Act and "Called In" and "Call-In" shall be construed accordingly;

"CDM Regulations" means the CDM Regulations 2015;

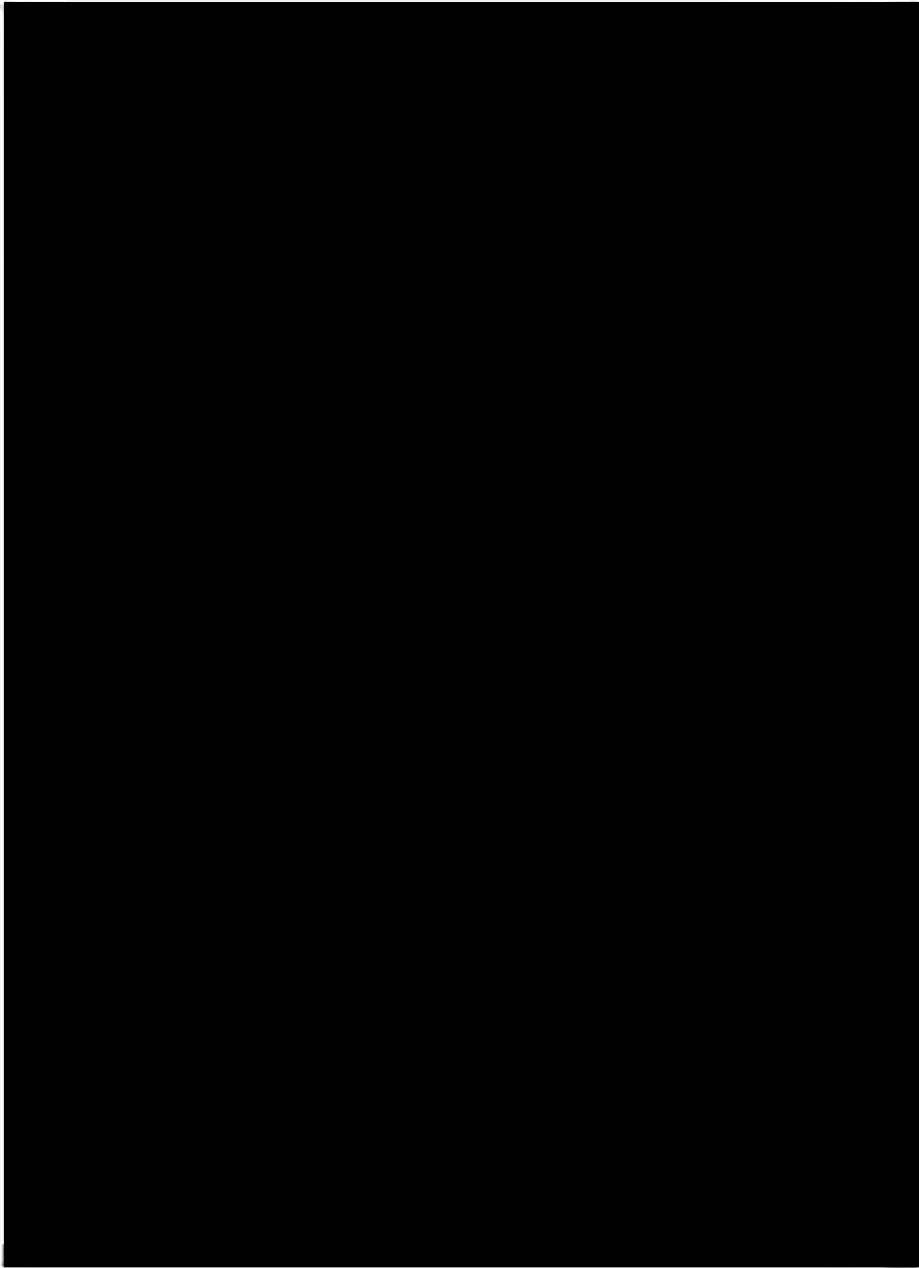
"CIL" means the community infrastructure levy introduced by Part 11 of the 2008 Act, the CIL Regulations and any other regulations made in relation to the community infrastructure levy, and includes any tariff, levy or other payment introduced in its place intended as a mechanism for the funding of infrastructure community benefits or other local or regional improvements triggered on the grant or implementation of any planning permission

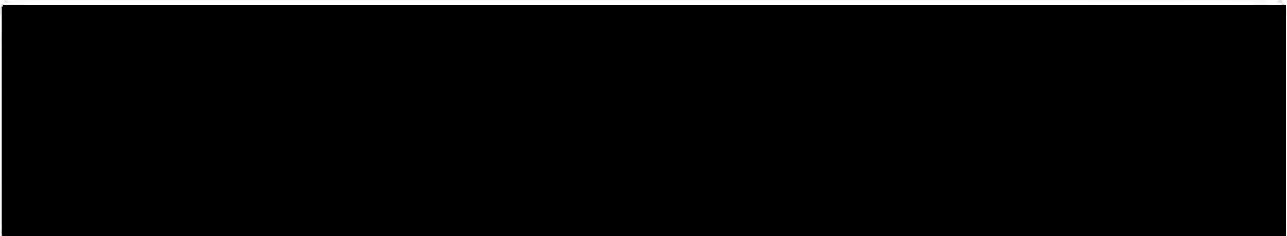
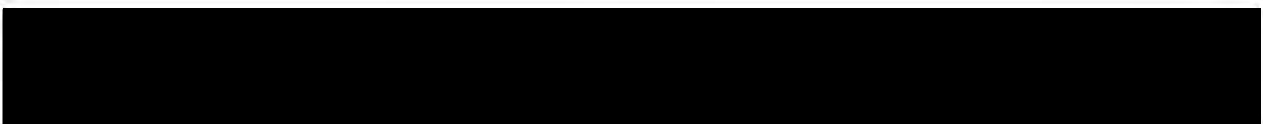
"CIL Charge" means the actual charge by way of CIL demanded in respect of the Development by the CIL Charging Authority;

"CIL Charging Authority"	means the body empowered to raise CIL in respect of the Development;
"CIL Charging Schedule"	means any charging schedule for the purposes of Part 3 of the CIL Regulations for the purposes of calculating CIL, which applies to the Development or means by which any other tariff, levy or other payment introduced in place of CIL and applying to the Development is calculated and charged;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (SI 2010 No 948), 2011 (SI 2011 No. 987), 2012 (SI 2012 No. 2975), 2013 (2013/982) 2014 (2014/385) and any other regulations made in relation to the community infrastructure levy under Part 11 of the 2008 Act;
"Commencement Date"	means the date on which the Developer first commences the Development
"Cessation Plan"	a plan agreed between the Parties or determined by the Landowner pursuant to: (a) clause 26.3 in the event a Declaration of Ineffectiveness is sought; or (b) clause 26.8 to give effect to a Public Procurement Termination Event
"Commercial Unit"	means any unit forming part of the Development which is designed or intended for use exclusively for non-residential purposes and identified as such in the Approved Plans;
"Common Services"	means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or television signals or for the disposal of soil, foul water, rainwater or surface water, which are not to be adopted as maintainable at public expense
"Completion Date"	means the 10th working day after the day on which the last of the Conditions has been satisfied
"Compliance Certificate"	means in relation to a Unit a certificate given by the Development Inspector certifying that: (a) the Unit has been erected in accordance with the Approved Plans (a) that practical completion pursuant to the Construction Management Contract has been certified by the Developer's Architect or other appointed professional (b) that the Highways sewers drains and other services ancillary to and reasonably necessary for the proper enjoyment of the Unit have been completed commissioned and are ready for use by the occupiers thereof

- (c) no Deleterious Materials have been used in (or affect) the construction of the Unit
- (d) the Quality Standards have been fully complied with.

means



	
"Contract Rate"	means 4% above Barclays Bank Plc base rate from time to time in force as well after as before judgment which rate shall also be the "contract rate" referred to in the Standard Commercial Conditions
"Declaration of Ineffectiveness"	a declaration made by a court under: (a) regulation 47J of the Regulations which has any of the consequences described in regulation 47M of such regulations; or (b) regulation 98 of the Procurement Regulations which has any of the consequences described in regulation 101 of such regulations
"Deleterious Materials"	means any materials or substances which are not in accordance with the report entitled "Good Practice in the Selection of Construction Materials" (published under the auspices of the steering group representing the British Council for Offices and the British Property Federation and prepared by Ove Arup at the date of this Agreement and/or the relevant British and/or European Standards and/or codes of practice or which are generally known within the construction industry at the time of specification or use to be deleterious to the durability and/or to the health and safety of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstance in which they are specified to be used;
"Detailed Design Plans"	means the detailed drawings specifications layout plans landscaping layout and scheme constraints plans the house types programme of works highways drainage and other infrastructure works and any other plans and specifications or other documents as may be required by the Landowner comprising or describing the Development and all matters relating or ancillary to it (all of the foregoing also adding detail to and being in accordance and consistent with any Outline Design Plans design statements design codes supplementary planning guidance and any Developer's Brief and the Affordable Housing Mix unless otherwise agreed by the Landowner and being in a form suitable for submission for Planning Permission or Reserved Matters Approval) together with such amendments as may from time to time be approved by the Landowner
"Developer's Architect"	such other reputable and suitably qualified person, firm or company as the Developer or the Building Contractor may appoint from time to time (and as may be approved by the Landowner acting reasonably) to act as architect in relation to the Development
"Developer's Brief"	means the Invitation to Tender brief and accompanying information issued by the Landowner dated 19 May 2017
"Developer's Solicitors"	means Winckworth Sherwood - Ref: AXSD/24635/927
	

"Development"	means the erection and completion on the Land of all buildings erections structures highways drainage infrastructure and other works in accordance with the Approved Plans, the Minimum Requirements and the provisions of this Agreement
"Development Inspector"	means a suitably qualified professional or professionals appointed by the Developer from time to time with the prior approval of the Landowner to monitor the implementation of the Development Strategies and issue the Compliance Certificate
"Development Strategies"	means the individual development strategies set out in Schedule 6 to be prepared by the Developer and approved by the Landowner acting reasonably



"Dwelling"	means any flat, maisonette or other single unit of residential accommodation to be constructed on the Land together with any land forming its curtilage and any other appurtenant structures.
"EIR"	means the Environmental Information Regulations 2004 and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
"EIR Exception"	means any applicable exemption to EIR
"Enactment"	means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law and any notice, order, direction or requirement given or made pursuant to any of them for the time being in force.
"Encumbrances"	means the encumbrances and matters affecting the Land (to the extent that such are still subsisting and capable of being enforced) mentioned contained or referred to in the documents listed in 9
"Enquiry Replies"	means any written replies made by the Landowner's Solicitors in reply to written questions or enquiries made by the Developer's Solicitors in relation to the Land
"Environment"	means all or any of the following media, alone or in combination: the air (including the air within buildings and the air within any other natural or man-made structures above or below ground), water (including water under or within land or in pipes or sewerage systems), soil, land and any ecological systems and living organisms supported by those media and buildings.
"Environmental Law"	means all European Community, national and local statutes, and the common law, from time to time in force concerning: (a) pollution of, damage to or protection of the Environment or health and safety and/or the provision of remedies in respect of or compensation for damage or harm to the Environment or to health and safety and/or

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

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

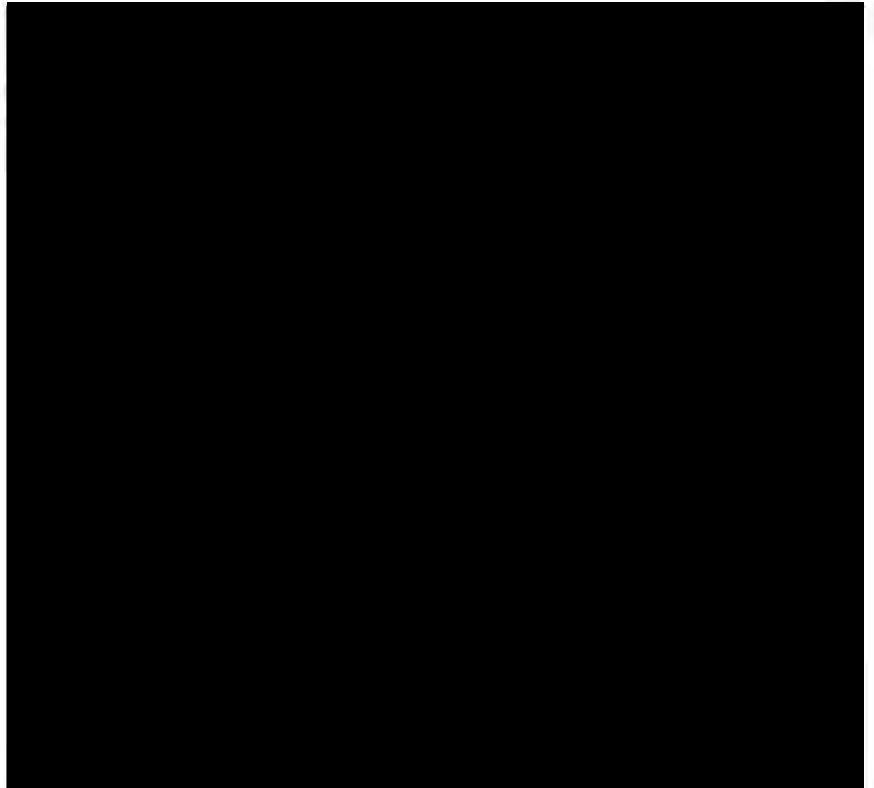
"Estate Layout Plan"	means a plan showing the layout and boundaries of the buildings to be comprised in the Development such plan being suitable for lodging as an estate plan at the Land Registry
"Exempted Information"	means any information that is designated as falling or potentially falling within the FOIA Exemptions and the EIR Exceptions
"Final Completion Certificate"	means a certificate issued by the Landowner under Clause 18
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
"FOIA Exemption"	means any applicable exemption to FOIA
"Golden Brick stage"	means the stage upon which each Block is in the course of construction and upon which construction work on that Block has progressed above foundation level or any such alternative definition which is provided by HMRC.
"Ground Investigation Consultant"	a reputable and suitably qualified person, firm or company as may be appointed from time to time by the Developer (and approved by the Landowner acting reasonably) as ground investigation consultant in relation to the Land
"Hazardous Substances"	means any wastes, pollutants, contaminants and any other natural or artificial substance, including, for the avoidance of doubt, radioactive material (in each case whether in the form of a solid, liquid, gas or vapour, and whether alone or in combination) which is capable of causing harm or damage to the Environment or to the health and safety of persons
"Highways"	means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works
"Highways Technical Approval"	means written approval by the competent highway authority of the Developer's detailed proposals for Adoptable Highways within the Development
"Information"	(a) in relation to FOIA has the meaning given under section 84 of the FOIA; and

	(b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR
"Infrastructure Consultant"	means such reputable and suitably qualified person, firm or company as may be appointed from time to time by the Developer (and approved by the Landowner) as a design consultant in relation to the Infrastructure Works
"Judicial Review"	means judicial review under Part 54 of the Civil Procedure Rules 1999;
"Land Holding Costs"	means finance costs, insurance costs, site inspections of any kind, site security, maintenance costs, remedial works and pest control and any other ancillary costs
"Land"	means the development site at 108 Blackhorse Lane and 47 Sutherland Road, Walthamstow, London and land on the south side of Sutherland Road, Walthamstow registered at the Land Registry under title numbers EGL433992 and EGL514158
"Landowner's Demolition Works"	means the demolition work to be carried out by the Landowner on the Land, more particularly described in the Landowner's Demolition Works Specification
"Landowner's Demolition Works Specification"	means the specifications annexed Annexure 4
"Landowner's Solicitors"	means Dentons UKMEA LLP (Ref: gmg/097337.00041)
"Landscape Architect"	such other reputable and suitably qualified person, firm or company as the Developer or the Construction Manager may appoint from time to time (and as may be approved by the Landowner acting reasonably) to act as a landscape architect in relation to the Development
"Legal Charge"	means a charge by way of first legal mortgage entered into by the Developer in favour of the Landowner substantially in the form annexed at Annexure 2 to be granted only where clause 10.5.3 applies.
"Local Planning Authority"	means Waltham Forest Council or such other authority as shall have during the currency of this Agreement jurisdiction to deal with planning applications in respect of the Land
"London Housing Standards Documents"	means : the London Housing Design Guide current at the date of this Agreement issued by the Mayor of London, the London Plan Housing Supplementary Planning Guidance 2016 (Greater London Authority); Building Regulations 2010 Approved Documents: Sanitation, hot water safety and water efficiency: Approved Document G 2015 edition with 2016 amendments;

"Management Company" shall mean (if applicable) a management company set up by the Developer for the long term management of the Land

"Mechanical and Electrical Engineer" means a reputable and suitably qualified person, firm or company as the Developer or the Building Contractor shall appoint from time to time (and as may be approved by the Landowner), as mechanical and electrical engineer in relation to the Development

"Milestone Event" has the meaning given in Schedule 1;



"Onerous Condition" means a condition imposed in a Planning Permission or required in any Planning Agreement which contains an obligation or restriction which:

- (a) provides (or would have the effect) that the development to be undertaken will be inconsistent with the Quality Standards
- (b) provides (or would have the effect) that the development if implemented in accordance with the terms of the Planning Permission would provide a development scheme which would not achieve the Minimum Requirements in full; or
- (c) provides that the development if implemented in accordance with the terms of the Planning Permission would be for a development materially different to that envisaged in the Approved Plans or Developer's Brief

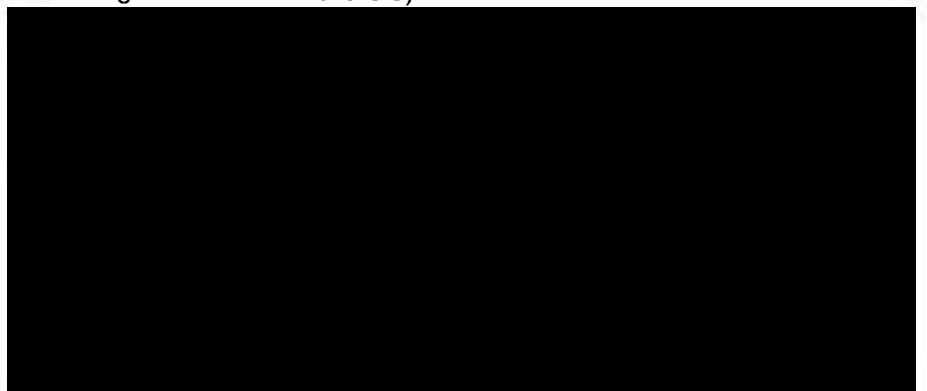
- (d) has the effect of making the Planning Permission personal to the applicant (or occupier or anyone else);
- (e) makes the Planning Permission temporary by requiring that the development authorised must be ceased or removed by a given date;
- (f) conflicts in an adverse manner with Minimum Requirements;
- (g) requires any works to be carried out on land other than the Land
- (h) prevents the carrying out of the Development and/or the use and occupation of the Development unless and until a condition has been complied with which could not be satisfied without the agreement of a third party (unless such agreement has been received or cannot reasonably be withheld)

"Open Space Land"

shall mean land required for use as public open space

"Outline Design Plans"

means the drawings specifications and related documents setting out the Developer's indicative outline proposals for the design and construction of the Development (a copy of which is annexed to this Agreement at Annexure 9)



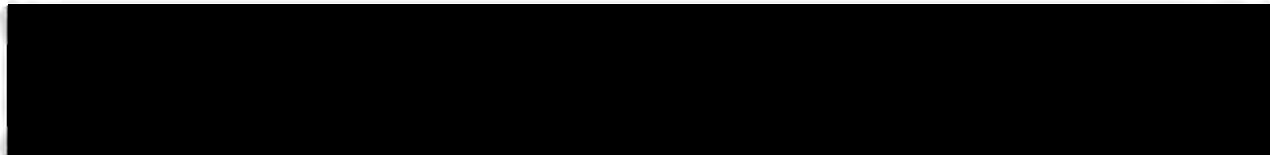
"Planning Acts"

means the statutes and statutory instruments from time to time in force relating to town and country planning

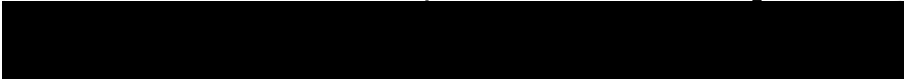
"Planning Agreement"

means any agreement required by the Local Planning Authority or other competent public authority or body, and which is to be entered into as a condition of the grant or implementation of the Planning Permission or the Reserved Matters Approval, including any agreement pursuant to any one or more of Section 38 or Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972, Section 106 of the Act (as amended by the Planning and Compensation Act 1991) or Section 104 of the Water Industry Act 1991



"Planning Counsel"	means a specialist planning counsel who has been working continuously as a planning barrister for at least 10 years since call as agreed by the Landowner and the Developer (acting reasonably) or in default of agreement by the Chairman (or other senior officer) of the Bar Council for England and Wales
"Planning Permission"	means full planning permission for the Development
"Planning Refusal"	means: (a) a refusal of Reserved Matters Approval (including a deemed refusal arising under Section 78(2) of the Act) or the grant of Reserved Matters Approval which is not a Satisfactory Reserved Matters Approval; (b) the refusal of a Planning Application by the local planning authority; (c) a refusal by the local planning authority to vary or remove an Onerous Condition pursuant to an application made by the Developer under section 73 of the Act
"Practical Completion Certificate"	means a certificate of practical completion issued under the terms of any Building Contract and "Practical Completion" will be construed accordingly
	
"Professional Team"	means the Developer's Architect, the Ground Investigation Consultant, the Landscape Architect, the Infrastructure Consultant, the Mechanical and Electrical Engineer, the Structural Engineer, the Transportation and Infrastructure Engineer, the Supervising Officer
	
"Public Procurement Termination Event"	the Landowner exercises its right to terminate this agreement in one or more of the circumstances described in regulation 73(1) of the Procurement Regulations

"Public Realm"	means all roads pavements public open spaces and other communal areas within the Development including all street and other signage, streetscape, lighting, street furniture and fittings
"Public Realm Works"	means the works comprising the construction of the Public Realm as specified in the Detailed Design Plans
"Purchaser"	means any person (including the Association) who shall take (or enter into a contract with the Developer to take) a transfer or lease (or any other disposal) of any Dwelling
"Quality Standards"	means the following standards of sustainability which the Development is required to achieve and which are to comply with: (a) the London Housing Standards Documents in relation to Dwellings; and (b) the relevant BREEAM certification in relation to the applicable Commercial Units
"Relevant Consents"	means all approvals of details reserved matters and other matters pursuant to the Satisfactory Planning Consent (including without limitation the discharge of planning conditions) and all other consents and approvals whether statutory or otherwise (including without limitation any Road Closure Orders) which are reasonably necessary to authorise the commencement of the Works in accordance with this Agreement
"Receiver"	means any receiver appointed by the Approved Funder
"Reports"	means the Phase 1 Environmental Risk Assessment
"Representation"	means any written oral or implied representation warranty confirmation or statement in relation to the Land or to any matter contained or referred to in this Agreement made by or on behalf of the Landowner to the Developer or to any agent adviser or other person acting for the Developer
"Request for Information"	shall have the meaning set out in FOIA or any request for information under EIR
"Satisfactory Planning Permission"	means a Planning Permission which is either unconditional or subject only to conditions which are acceptable to the Developer and the Landowner (the Developer acting reasonably and not arbitrarily and subject always to the provisions of Clause 6.10)
"Satisfactory Planning Date"	means the Satisfactory Planning Date determined in accordance with Clauses 6.11 - 6.14 (inclusive);
"Secretary of State"	means the Secretary of State or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State by Sections 77, 78 and 79 of the Act or an inspector appointed to act on behalf of him
"Sewers Technical Approval"	means written approval by the competent water authority of the Developer's detailed proposals for adoptable foul and surface water sewers within the Development

"Shared Ownership Lease"	means a shared ownership lease as defined by Section 106 of the Housing Associations Act 1985 Section 70 of the Housing and Regeneration Act 2008 in a form approved by the Landowner acting reasonably
"Statutory Challenge"	means a court challenge made pursuant to section 288 of the Act;
"Standard Commercial Conditions"	means the Standard Commercial Property Conditions (Second Edition) and any reference to a Standard Commercial Condition shall be construed accordingly and have the same meaning as the expression "condition" in the Standard Commercial Conditions
"Structural Engineer"	means a reputable and suitably qualified person, firm or company as the Developer or the Construction Manager shall appoint (and as may be approved by the Landowner acting reasonably), from time to time as structural engineer in relation to the Development
	
"Termination Notice"	means the notice in writing given by the Landowner to the Approved Funder under Clause 21
"Title Matters"	means the matters contained or referred to in (or in the documents contained or referred to in) the entries on the register of the title(s) under which the Landowner holds the Land.
"Transportation and Infrastructure Engineer"	means a reputable and suitably qualified person, firm or company as the Developer or the Construction Manager shall appoint (and as may be approved by the Landowner acting reasonably), from time to time as transportation and infrastructure engineer in relation to the Development
"Transfer "	means a transfer of the Land (or part of it) to be made by the Landowner in due course pursuant to this Agreement
"Unconditional Date"	means the date on which all Conditions have been satisfied or waived
"Unit"	means any Dwelling or Commercial Unit

"Warranty Agreements "	means the deeds of collateral warranty in favour of the Landowner that shall be procured by the Developer from time to time in relation to each and every part of the Development and Land from each and every Construction Manager, member of the Professional Team and sub-contractor with significant design responsibility in connection with any Building Contract, such deeds to be in a form approved by the Landowner such approval not to be unreasonably withheld or delayed with such amendments required by the insurers of the Construction Manager, relevant member of the Professional Team or subcontractor as the case may be acting reasonably and properly
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1.2 Headings

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

1.3 Statutes

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

1.4 Construction

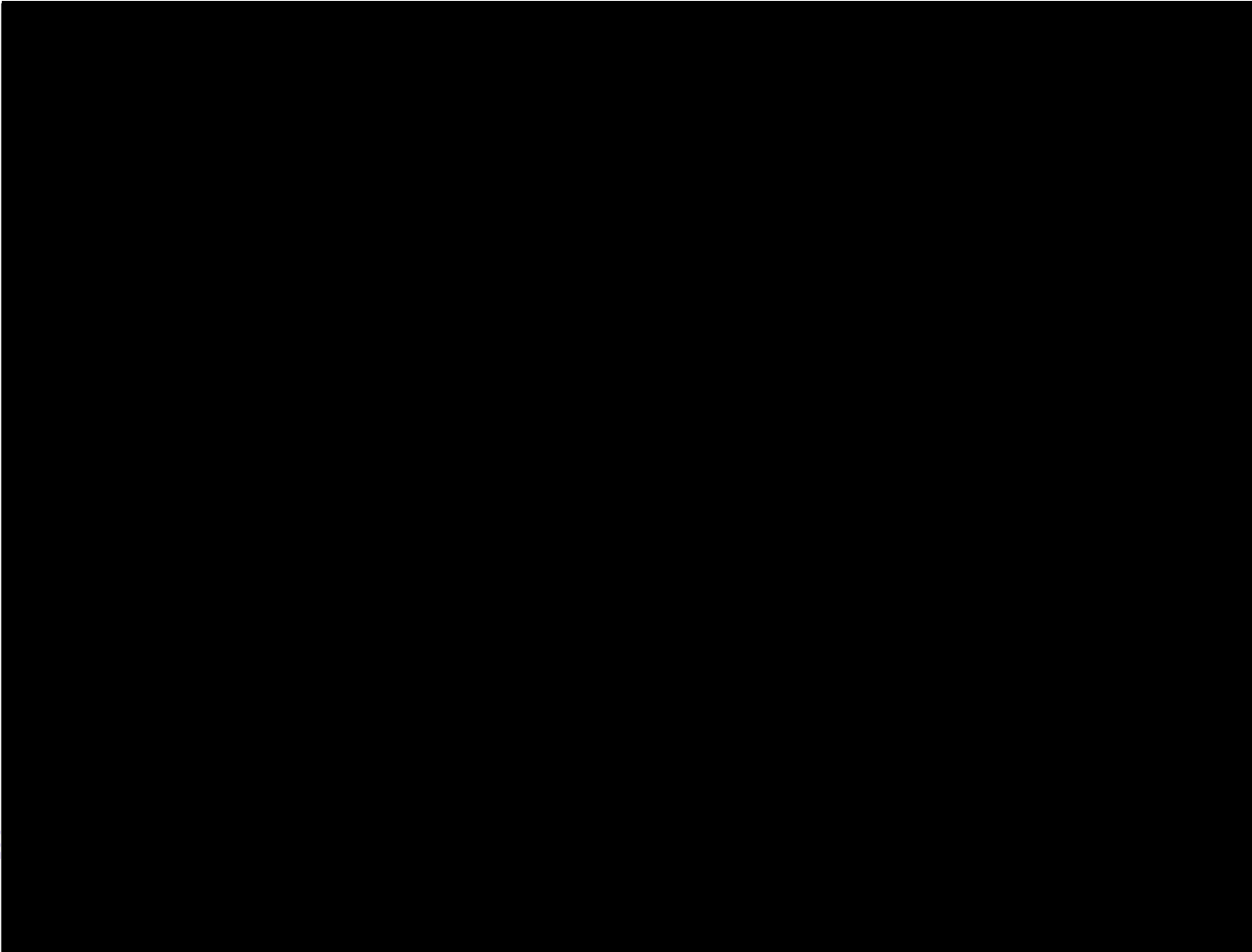
In this Agreement:

- 1.4.1 references to Clauses and Schedules shall be references respectively to the Clauses of and Schedules to this Agreement;
- 1.4.2 references to "this Agreement" include any Schedules;
- 1.4.3 the expression "this Agreement" used in this Agreement shall include any document or the terms of any document which are incorporated by reference into this Agreement and shall have the same meaning as the expression the "contract" referred to in the Standard Commercial Conditions;
- 1.4.4 the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words;
- 1.4.5 the expression "working day" shall have the same meaning as in the Standard Commercial Conditions;
- 1.4.6 where the consent or approval of the Landowner is required such consent or approval must be in writing and be signed by such officer as shall have been notified in writing by the Landowner to the Developer as being the appropriate officer for such purposes.

2. CONDITIONS

- 2.1 This Agreement is conditional upon satisfaction of each of the Conditions.
- 2.2 If all of the Conditions shall be satisfied then this Agreement shall become unconditional unless it shall have been first determined in accordance with the provisions hereof.
- 2.3 Save for Clauses 10, 11 and 12 which shall not come into effect until the Conditions have been satisfied, all provisions of this Agreement shall be of immediate effect.
- 2.4 Where either party believes that a Condition has been satisfied, it may serve notice to that effect on the other party, such notice to be accompanied by copies of all documentation reasonably required in order for the other party to confirm whether or not the relevant Condition has been satisfied PROVIDED THAT if the other party does not agree that the relevant Condition has been satisfied it may refer the matter for resolution in accordance with Clause 31 and if it is determined that the relevant Condition has been satisfied in accordance with this Agreement, that Condition shall be deemed to have been satisfied on the date of such determination.
- 2.5 If all of the Conditions shall be satisfied then this Agreement shall become unconditional unless it shall have been first determined in accordance with the provisions hereof.
- 2.6 If the Unconditional Date has not occurred by the Long Stop Date or the Drop Dead Date for the Unconditional Date (as specified in Schedule 1) then either the Landowner or the Developer may at any time thereafter (but before the Unconditional Date) terminate this Agreement in accordance with Clause 22.1

3. STEERING GROUP

- 3.1 Senior representatives of the Developer, the Landowner, the Approved Funder, and the Local Planning Authority shall attend quarterly principals meetings which will comprise the strategic decision making forum for the Project and this group of representatives shall constitute the Webbs Steering Group.
- 3.2 The first Webbs Steering Group meeting shall take place within 1 month of the date of this Agreement.
- 3.3 Proposals for the Planning Permission and possible synergies with neighbouring land shall be included within the remit of the Webbs Steering Group.
- 3.4 The Developer shall arrange a special meeting of the Steering Group to discuss the Planning Application not less than 10 working days prior to the submission of the Planning Application to the Landowner for approval pursuant to clause 5.
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5. APPROVAL OF DETAILED DESIGN PLANS

- 5.1 The Developer's outline proposals comprising the Development are set out in the Outline Design Plans.
- 5.2 The Developer shall no less than 30 days prior to submission of the Detailed Planning Application submit to the Landowner its proposed Detailed Design Plans for approval by the Landowner and shall in any event use all reasonable endeavours to agree the same with the Landowner by no later than 14 days before submission of Detailed Planning Application. Such Detailed Design Plans

shall inter alia comply with the requirements of any Planning Agreements the Affordable Housing Mix the Developer's Brief and the Quality Standards.

- 5.3 The Developer shall use all reasonable endeavours to agree as quickly as possible with the Landowner and the Local Planning Authority any matters and arrangements necessary to facilitate the requirements of any Planning Agreement.

6. APPLICATION AND NEGOTIATIONS FOR PLANNING PERMISSION

- 6.1 As soon as reasonably practicable after the date of this Agreement the Developer will use all reasonable endeavours to secure as soon as commercially prudent and in any event by the relevant Target Date the grant of a Satisfactory Planning Permission and without prejudice to the generality of this obligation the Developer shall:

6.1.1 submit a draft Planning Application to the Landowner for approval pursuant to clause 5 and make any changes to it which may be required by the Landowner;

6.1.2 at its own expense submit the Planning Application (being in a form acceptable to the Landowner) to the Local Planning Authority within as soon as is reasonably practicable after the date of the Landowner's approval of the Planning Application (subject always to Clause 6);

6.1.3 Before and/or following the submission of the Planning Application (if so required by the Landowner) in order to increase the likelihood of the grant of a Satisfactory Planning Permission enter into discussions or negotiations with the Local Planning Authority (and the Developer shall in consequence of such discussions or negotiations with the Local Planning Authority if it appears requisite or desirable in order to obtain a Satisfactory Planning Permission amend or withdraw and subsequently submit a fresh application or an additional application for Planning Permission in a form previously approved by the Landowner).

- 6.2 The Developer may only with the written consent of the Landowner agree with the Local Planning Authority the extension of the statutory period for the giving of notice of its decision under the Planning Acts.

- 6.3 No Planning Application (including without limitation any resubmission substitute or additional application) amendment drawings or any other document or thing shall be submitted to the Local Planning Authority without the prior approval of the Landowner (nor save with the prior written approval of the Landowner until the Detailed Design Plans have been approved by the Landowner).

- 6.4 Other than a Planning Application made in accordance with this Agreement no application for planning permission shall be made in respect of the Land by or on behalf of the Developer.

- 6.5 In complying with its obligations in this Clause 6 the Developer will:

6.5.1 keep the Landowner fully informed of the progress of all Planning Applications;

6.5.2 give reasonable prior notice to the Landowner of any meetings with the Local Planning Authority so as to allow them to attend at such meetings and to participate at them;

6.5.3 have due regard to the requirements of the Landowner;

6.5.4 promptly following receipt supply the Landowner with copies of any Planning Application Planning Permission Planning Refusal Planning Agreement material correspondence notes of material meetings of any committees of the Local Planning Authority any committee reports of the Local Planning Authority relating to the Development and the Planning Application (including any drafts of the same);

- 6.5.5 notify the Landowner within 3 working days of the receipt of any planning decision in relation to the Planning Application (whether an original amended resubmitted or additional application) ; and
- 6.5.6 promptly notify the Landowner of any proposal as to the amending resubmission of or making of any additional application for Planning Permission
- 6.6 In relation to any Application, the Developer shall:
- 6.6.1 provide the Landowner with copies of all heads of terms (including drafts), correspondence and draft agreements relating to the proposed Planning Agreement and any proposed Planning Payments (including in the case of a CIL Charge a detailed calculation of the amount payable) and allow the Landowner to make representations on any such heads of terms and each draft of the Planning Agreement and such proposed Planning Payments;
 - 6.6.2 take into account any representations made by the Landowner on any version of the heads of terms or any draft Planning Agreement and any proposed Planning Payments;
 - 6.6.3 if required by the Authority or other competent authority, use all reasonable endeavours to negotiate and enter into any Planning Agreement which is required in order for a Satisfactory Planning Consent to be granted and agree to be liable for any proposed Planning Payments and which shall first be approved in writing by the Landowner (such approval to be refused or granted on such terms as the Landowner in its absolute discretion thinks fit);
 - 6.6.4 in the event that a CIL Charging Schedule is adopted which creates a CIL Charge in relation to the Development (excluding for the avoidance of doubt the Landowner's Demolition Works), assume liability to make the Planning Payment in full in respect of the Development by serving on the CIL Charging Authority such notice as is required by such regulations for that purpose (with a copy to the Landowner), and not to withdraw or revoke such notice without the Landowner's prior written consent (which the Landowner in its absolute discretion may withhold) and indemnify the Landowner in respect thereof and any other liabilities under the CIL Regulations; and
 - 6.6.5 in the event that any other Planning Payments are levied or charged upon or in respect of the Development or become the liability of the owner of the Site in consequence of the grant or implementation of the Planning Consent, assume liability to make such payments in full and indemnify the Landowner in respect thereof and any other liabilities under the CIL Regulations.
 - 6.6.6 The Landowner shall co-operate with the Developer and use all reasonable endeavours to assist the Developer in obtaining a Satisfactory Planning Permission
 - 6.6.7 If required by the Local Planning Authority, the Landowner shall enter into any Planning Agreement provided that any liabilities of the Landowner in the Planning Agreement:
 - (a) are expressed to be dependent on the implementation of the Planning Permission;
 - (b) shall cease on disposal of the Landowners interest in the Property; and
 - (c) the Developer enters into an indemnity (in a form required by the Landowner) indemnifying the Landowner against all such liabilities costs and obligations in connection with or arising therefrom.
- 6.7 In the event of a Planning Refusal:

- 6.7.1 the Developer shall (unless the Landowner otherwise agrees in its absolute discretion) instruct Planning Counsel to opine on the chance of an Appeal resulting in the grant of a Satisfactory Planning Consent and Planning Counsel's opinion shall be co-addressed to the Landowner;
 - 6.7.2 if Planning Counsel advises that there is a greater than 50¹% chance of success of an Appeal resulting in the grant of Satisfactory Planning Consent, the Developer shall at its own expense lodge and prosecute an Appeal against the Local Planning Authority's decision; and
 - 6.7.3 the Developer shall conduct its part in the Appeal proceedings in a diligent manner and keep the Landowner fully informed of the progress of the Appeal.
- 6.8 Once the Appeal for a Planning Refusal has been heard (and a decision issued) or determined then this will be regarded as a Planning Consent and the provisions of this Clause will apply in relation to the decision made on any appeal and the Developer will notify the Landowner of the outcome of the Appeal as set out in Clause 6.5.
- 6.9 Following the grant of a Planning Permission :
 - 6.9.1 the Developer shall within 3 working days of receipt by it of such Planning Permission deliver to the Landowner a copy of such Planning Permission;
 - 6.9.2 the Developer shall within 10 working days (time being of the essence) of receipt by it of such Planning Permission notify the Landowner in writing whether it considers the Planning Permission to be a Satisfactory Planning Permission and if it considers that the Planning Permission is not a Satisfactory Planning Permission the reasons therefore. The Developer shall at the same time request the Landowner to state whether the Landowner considers the Planning Permission to be a Satisfactory Planning Permission;
 - 6.9.3 if the Developer shall fail to notify the Landowner in writing within 10 working days of receipt by it of the Planning Permission as to whether it considers the Planning Permission to be a Satisfactory Planning Permission then the Developer shall be deemed to have no objection to such Planning Permission and to regard the Planning Permission as a Satisfactory Planning Permission;
 - 6.9.4 within 10 working days of the request by the Developer referred to in (b) above the Landowner shall notify the Developer in writing whether it considers the Planning Permission to be a Satisfactory Planning Permission;
 - 6.9.5 whether or not the Landowner receives a notification or request from the Developer under sub-clause 6.9.2 above the Landowner may notify the Developer in writing whether or not it considers the Planning Permission to be a Satisfactory Planning Permission.
- 6.10 6.10.1 Any dispute as to whether the Developer has acted reasonably in its decision as to whether a Planning Permission is a Satisfactory Planning Permission shall be referred to Planning Counsel who shall act as an arbitrator in accordance with Clause 31 of this Agreement.
- 6.11 In the event that a Planning Consent is agreed or deemed to constitute a Satisfactory Planning Consent pursuant to Clause 6.9 or is determined by the Independent Person to constitute a Satisfactory Planning Permission pursuant to Clause 31 or the parties otherwise agree that the Planning Consent constitutes a Satisfactory Planning Permission, then subject to Clause 6.12 the Satisfactory Planning Date shall be the expiry of:

- 6.11.1 in the case of Satisfactory Planning Consent that was granted by the Local Planning Authority, a period of 50 days following the date of the Local Planning Authority's decision UNLESS Clause 6.13 shall apply; or
- 6.11.2 in the case of Satisfactory Planning Consent that was granted by the Secretary of State, a period of 50 days following the date of the Secretary of State's decision UNLESS Clause 6.14 shall apply.
- 6.12 Where the date of a determination by the Independent Person pursuant to Clause 31 that the Planning Consent constitutes Satisfactory Planning Consent is after the expiry of the relevant period referred to in Clause 6.11, then the Satisfactory Planning Date shall be the fifth Working Day following the date of the Independent Person's determination UNLESS Clause 6.13 or Clause 6.14 shall apply.
- 6.13 Judicial Review**
- 6.13.1 This Clause 6.13 shall apply where the grant of Satisfactory Planning Consent by the Authority is the subject of a claim for Judicial Review.
- 6.13.2 The Satisfactory Planning Date shall be the twentieth Working Day following:
- (a) the refusal of permission by the courts for the claim for Judicial Review to be brought and the expiry of any period to renew the application for permission or to appeal against the refusal of permission without such an application for renewal or such an appeal being lodged; or
 - (b) the validity of the Satisfactory Planning Permission being upheld by the courts upon their determination of the claim for Judicial Review and the expiry of any period to appeal that decision without such an appeal being lodged; or
 - (c) the validity of the Satisfactory Planning Permission being upheld by the courts on appeal and the expiry of any period for a further appeal to a higher court without such an appeal being lodged.
- 6.13.3 In the event that the determination of the claim for Judicial Review by the courts results in the Application being remitted back to the Local Planning Authority for re-determination, whether the grant of any new Planning Consent by the Local Planning Authority constitutes Satisfactory Planning Permission shall be determined in accordance with Clauses 6.11 and 6.12 and this Clause 6.13 shall apply again in the event that the grant is subject to any further claim for Judicial Review.
- 6.14 Statutory Challenge**
- 6.14.1 This Clause 6.14 shall apply where the grant of Satisfactory Planning Permission by the Secretary of State is the subject of a Statutory Challenge.
- 6.14.2 The Satisfactory Planning Date shall be the twentieth Working Day following:
- (a) the validity of the Satisfactory Planning Permission being upheld by the courts upon their determination of the Statutory Challenge and the expiry of any period to appeal that decision without such an appeal being lodged; or
 - (b) the validity of the Satisfactory Planning Permission being upheld by the courts on appeal and the expiry of any period for a further appeal to a higher court without such an appeal being lodged.
- 6.14.3 In the event that the determination of the Statutory Challenge by the courts results in the Planning Application being remitted back to the Secretary of State for re-determination, whether the grant of any new Planning Permission by the Secretary of State constitutes Satisfactory Planning Permission shall be determined in accordance with Clause 6.11 and 6.12 and this Clause 6.14 shall apply again in the event that the grant is subject to any further Statutory Challenge.

6.15 Indemnity

The Developer shall fully and effectually indemnify and keep indemnified the Landowner against all losses, costs, charges, damages, claims, demands, expenses and liabilities whatsoever (whether owed to the Local Planning Authority, the Secretary of State or any other person) arising out of or in connection with any Planning Application or Call-In or Appeal or Planning Agreement or Judicial Review or Statutory Challenge or all or any of them in connection with this Agreement including (but without prejudice to the generality of the foregoing) costs which the Secretary of State or any court shall award against the Landowner, and the Developer shall provide such security for the performance of such indemnity as the Landowner may reasonably require.

7. DEVELOPMENT STRATEGIES AND APPOINTMENT OF THE DEVELOPMENT INSPECTOR

- 7.1 As soon as reasonably practicable after today's date, the Developer shall appoint (with the prior approval of the Landowner) the Development Inspector and such appointment shall be in a form approved by the Landowner and shall be executed as a Deed with the form of Warranty annexed to it.
- 7.2 The services to be provided by the Development Inspector and specified in his appointment shall include the monitoring of the Development together with the provision of reports on the Developer's implementation of the Development Strategies issue of Compliance Certificates and such other services as the Landowner may require in order to be satisfied that the Developer has and continues to comply with the Development Strategies up to the issue of the Final Completion Certificate by the Landowner (as defined in the Agreement).
- 7.3 The Developer will enforce compliance by the Development Inspector and other members of the Professional Team with their respective obligations contained in the appointments of the Development Inspector and members of the Professional Team where commercially sensible to do so in the interests of both parties.
- 7.4 The Developer shall comply with its obligations set out in Schedule 6 – Development Strategies.

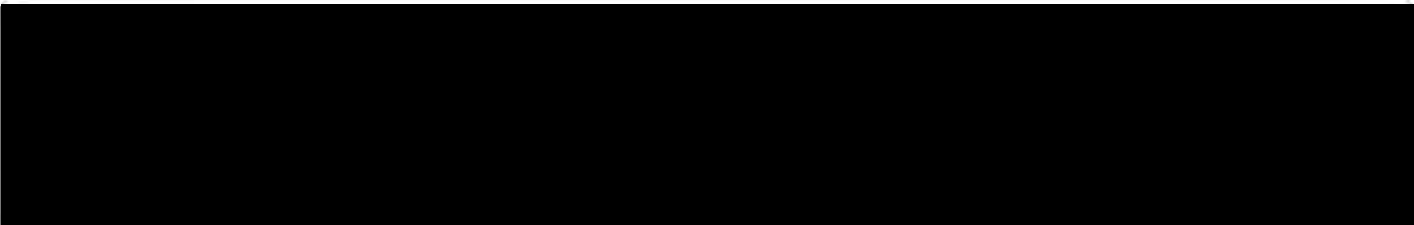
8. APPOINTMENT OF PROFESSIONAL TEAM

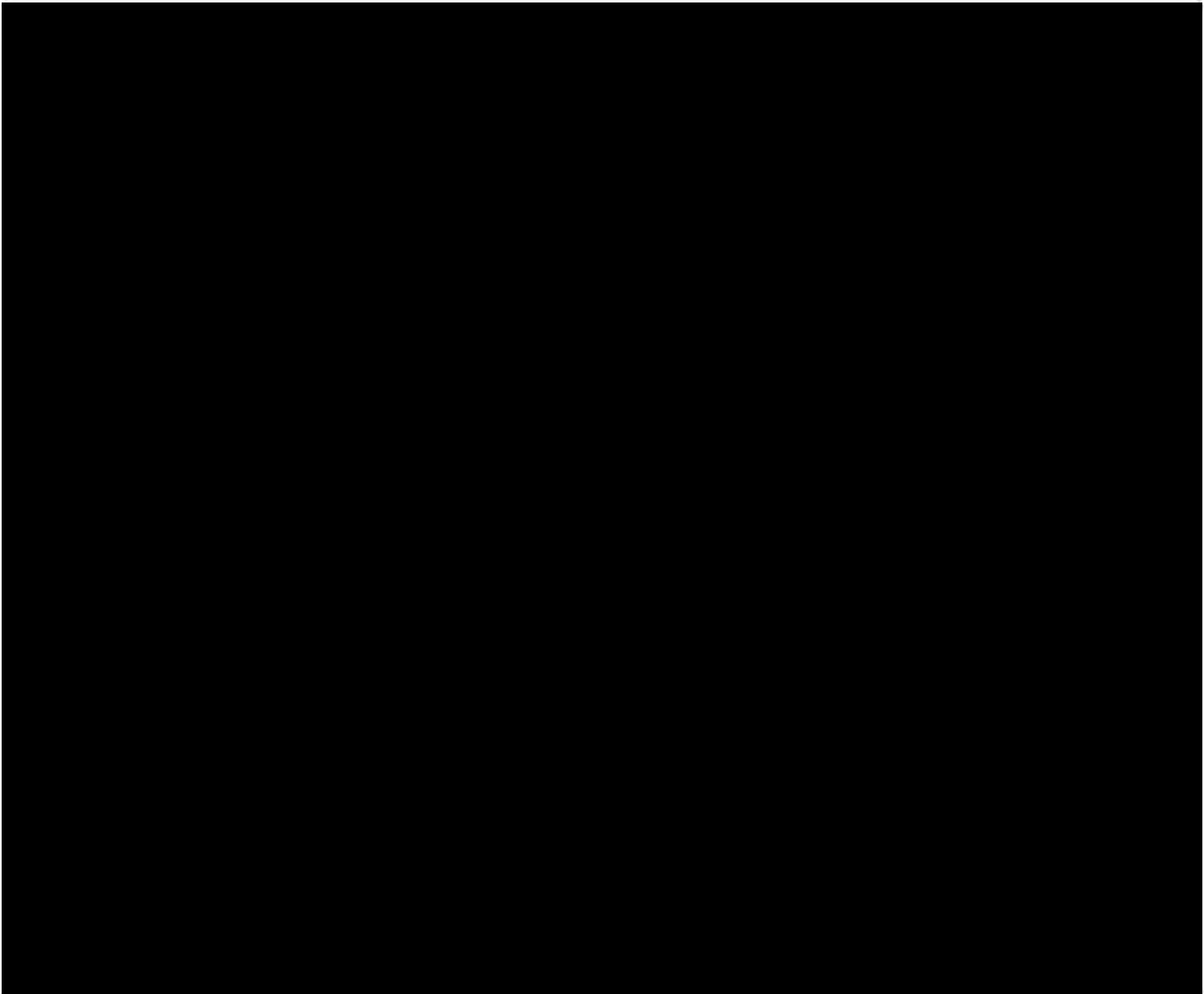
- 8.1 As soon as reasonably practicable after today's date the Developer shall procure that the members of the Professional Team are appointed by way of a form of appointment in a form approved by the Landowner and shall be executed as a Deed with the form of Warranty annexed to it.
- 8.2 If the appointment of any member of the Professional Team shall be determined and the Developer intends to appoint a replacement in their place then the Developer shall:-
- 8.2.1 As soon as is reasonably practicable but on seven (7) days' notice to the Landowner appoint such professional as is first approved by the Landowner (such approval not to be unreasonably withheld or delayed) by way of deed of appointment which is in a form as near as practicable to the form of deed it replaces with such amendments reasonably required or permitted by the Landowner (such permission not to be unreasonably withheld or delayed);
- 8.2.2 Within 2 months of the date of any such appointment procure that the relevant Professional Team member executes and unconditionally delivers to the Landowner a Warranty Agreement in favour of the Landowner; and
- 8.2.3 Within two (2) Working Days of completion of any appointment provide to the Landowner a certified copy of the relevant appointment.
- 8.3 The Developer shall not be entitled to carry out or allow to be carried out any part of the Infrastructure Works on the Land until the relevant Warranty Agreements (from any Infrastructure Consultant and/or relevant sub-contractor) (save to the extent that the Developer has no intention of appointing (and does not appoint) the same) and/or member of the Professional Team that the

Developer intends to carry out such works) have been executed and unconditionally delivered to the Landowner.

- 8.4 Insofar as failure so to do will materially adversely affect the rights of the Landowner under the Warranty Agreements from the Professional Team the Developer will comply with its obligations to the Professional Team imposed by the appointments of the Professional Team.
- 8.5 Following completion of the appointments of members of the Professional Team, the Developer will not make or suffer to be made any alteration in the terms of any of such appointments nor agree any release of any member of the Professional Team thereunder which would materially adversely affect the rights of the Landowner under the Warranty Agreements from the Professional Team member without the Landowner's consent. Neither this Clause 8.5 nor any other provision of this Agreement shall prevent the Developer from determining any of the appointments of any of the members of the Professional Team.
- 8.6 The Developer will enforce compliance by the Professional Team with their respective obligations contained in the appointments of the members of the Professional Team where commercially sensible to do so in the interests of both parties.
- 8.7 The Developer has appointed appropriately qualified and skilled individuals identified in Annexure 6 as company officers, board and committee members and as development manager. These individuals have been approved by the Landowner as appropriate to carry out these roles.
- 8.8 The Developer shall continue to employ these individuals in the roles and capacities assigned to them in Annexure 6 and may only substitute another individual for any of those identified by an individual of at least the equivalent skill, expertise and experience in carrying out projects of a similar nature and scale to the individual named in Annexure 6.
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9. LICENCE

- 9.1 From the 31 March 2018 or, if later, following completion of the Landowner's Demolition Works (Which shall be notified to the Developer to the Landowner in writing) the Developer will (and the Landowner hereby grants licence to the Developer for this purpose and for the purposes of 9.3 only) be responsible for maintaining 24 hour security services in respect of the Land.
- 9.2 The Developer has no interest under this Agreement in the Land or any part thereof prior to the Completion Date except as bare licensee.
- 9.3 From 31 March 2018 the Developer may carry out site surveys or enabling works with the approval of the Landowner acting reasonably provided that on any occasion it enters to carry out enabling works the Developer must enter into the agreed form of works access licence annexed hereto at Annexure 3.
- 



11. DEVELOPER COVENANTS RELATING TO THE DEVELOPMENT

The Developer covenants with the Landowner to comply with the Developer's obligations contained in Schedule 2 and to complete the construction of the Development in accordance with the Programme.

12. SIGNAGE DURING CONSTRUCTION

12.1 Within 3 months of the date of this Agreement the Landowner and the Developer shall consider and agree a signage strategy in relation to the Development to ensure that the public are made aware of the overall development and of the individual developments taking place by the Developer and the Approved Funder.

12.2 All such signage under Clause 12.1 above will include the name of the Landowner in a prominent position and to a size not less than that of the Developer or the Approved Funder.

13. DEDUCTION OF TITLE

13.1 Title to the Land is registered at the Land Registry with Absolute Title under Title Numbers EGL433992 and EGL514158.

- 13.2 Title having been deduced to the Developer the Developer is deemed to purchase the Land with full knowledge and acceptance of such title and neither the Developer shall raise any requisitions upon such title or matters to which the Land is sold.
- 13.3 The following are incumbrances "specified in the contract" for the purposes of Standard Condition 3.1.2(a):-
- 13.3.1 the rights covenants easements and other matters contained or referred to in the Property Register and Charges Register of Title Numbers EGL433992 and EGL514158;
 - 13.3.2 the subjections contained or referred to in clause 14; and
 - 13.3.3 the Planning Agreements;

14. MATTERS AFFECTING THE LAND

Without prejudice to Standard Commercial Condition 3.1.2 (as varied by this Agreement) the Land shall be sold subject to but where applicable with the benefit of:

- 14.1 all existing rights privileges easements liabilities (and in particular but without prejudice to the generality of the foregoing drainage and other service rights or easements) and quasi or reputed easements affecting the Land;
- 14.2 all Local Land Charges (whether registered or not before the date hereof) and all matters capable of registration as Local Land Charges (whether or not actually registered as such) affecting or relating to the Land or any part thereof or any building or other structure thereon or on part thereof whether general or specific;
- 14.3 all notices orders proposals or requirements whatsoever (whether registered or not before the date hereof) affecting or relating to the Land or any part thereof given or made by any government department or by any statutory undertaker or by any public local authority or other competent authority;
- 14.4 all rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining owners affecting the Land, and all liability to repair or covenants to repair roads, pavements, paths, ways, passages, sewers, drains, gutters, fences and other like matters, without obligation on the Landowner to provide evidence of the creation of, or to define or apportion, any such liability.

15. TITLE GUARANTEE

- 15.1 The Landowner sells the Land with full title guarantee.
- 15.2 The covenant implied on the part of the Landowner by section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall be limited so that the Landowner's liability shall not extend to any matters or categories of matters to which the disposition and/or the contract for the disposition is expressly made subject.
- 15.3 The covenant set out in section 2(2) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to including the words "at his own cost" and the words "at his own cost" in section 2(2)(b) shall be deemed to be substituted with the words "at the cost of the Transferee".

16. STANDARD COMMERCIAL CONDITIONS AND ANCILLARY MATTERS

- 16.1 In relation to this Agreement the Standard Commercial Conditions shall apply as follows:-
 - 16.1.1 all references in the Standard Commercial Conditions to the "Landowner" and the "Developer" shall be deemed to be references to "the Landowner" and the "Developer" respectively and shall be construed accordingly;

- 16.1.2 all references in the Standard Commercial Conditions to the "property" shall be deemed to be references to the Land and shall be construed accordingly.

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

- 16.2.1 Standard Commercial Conditions 1.4, 3.1.1, 3.1.3, 6.1, 6.2, 6.3, 6.4.2, 6.6.2, 6.6.5, 7.1.2, 7.1.4(b), 8.4, 9.1, 9.3, 10.1.3, 10.2.4 and 10.3 shall be deleted;

- 16.2.2 In Standard Commercial Condition 1.1.1(l) the definition of **public requirement** shall be deleted and replaced by the following:

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

- (a) all matters registered or registrable as local land charges (whether or not so registered); and
- (b) all actual or proposed charges orders directions conditions proposals demands restrictions agreements notices or other matters whatsoever (whether registered or not before today's date) affecting or relating to the property or any part thereof or any building or other structure thereon or any part thereof arising under the Planning Acts;

- 16.2.3 Standard Commercial Condition 1.3 shall be amended as set out in Clause 16;

- 16.2.4 In Standard Commercial Condition 3.1.2(c) the words "and could not reasonably" shall be deleted;

- 16.2.5 the following shall be added to the end of Standard Commercial Condition 3.1.2:

"(f) all outgoing, consents, restrictions, easements and liabilities affecting the property;

- (a) any interests which override under the Land Registration Act 2002.";

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

- 16.2.7 after Standard Commercial Condition 8.8.2 add a new condition 8.8.3 as follows:

"On receipt of a notice to complete:

- (a) if the Developer paid no deposit, it is forthwith to pay a deposit of 10 per cent;
- (b) if the Developer paid a deposit of less than 10 per cent, it is forthwith to pay a further deposit equal to the balance of that 10 per cent."

- 16.2.8 for the purpose of Standard Commercial Condition 9.5.1 the Developer shall have failed to complete in accordance with a notice to complete if the money due on completion is not received by 2.00pm on the day on which the notice expires.

17. **INTERIM CERTIFICATE**

The Developer covenants that when the construction of any Block has been practically completed it will notify the Landowner and at the same time supply a Compliance Certificate for that Block and provided that:

- 17.1.1 the Landowner has received the Compliance Certificate and (acting reasonably) is satisfied as to the matters which are required to be certified in it or any matters disclosed by the Compliance Certificate;
- 17.1.2 the Developer has entered into all requisite agreements with the highway authority pursuant to Section 38 Highways Act 1980 in respect of the construction and adoption of the Adoptable Highways comprising or relating to the Development and all requisite agreements with the highway authority pursuant to Section 278 of the Highways Act 1980 (as appropriate) in respect of the construction of any Highways comprising or relating to the Development and procured any bond or guarantee required by the highway authority in connection with any such agreement;
- 17.1.3 the Developer has entered into an agreement with the relevant water authority pursuant to Section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Development and procured any bond or guarantee required by such water authority in connection with such agreement;
- 17.1.4 the Developer has entered into any requisite agreement with the Council for the adoption by the Council of the Open Space Land required as a result of the practical completion of such Block;

then (subject to the remaining provisions of this Clause 17) the Landowner shall issue a certificate (**Interim Completion Certificate**) to that effect in relation to the relevant Block.

17.2 The Developer hereby covenants with the Landowner:

- 17.2.1 not to send out any notice to a Purchaser requiring completion of the sale of a Dwelling unless and until the Interim Completion Certificate for the Block of which that Dwelling forms part has been issued by the Landowner;
- 17.2.2 not to permit any person to occupy any Dwelling nor to purport to complete the sale of any Dwelling until and unless the Landowner has (i) issued the Interim Completion Certificate for the Block including that Dwelling and (ii)
- 17.2.3 and it is agreed that failure by the Developer to comply with any part of this covenant shall entitle the Landowner to withhold the issue of all further Interim Completion Certificates in respect of the Development until the breach has been rectified to the Landowner's satisfaction.

17.3 Without prejudice to the generality of Clause 17 it is agreed that the issue by the Landowner of an Interim Completion Certificate (or a Final Completion Certificate) is for the Landowner's own benefit and does not imply any warranty or representation in respect of any Dwelling or anything else upon or relating to the Development or the manner, nature or quality of construction or design, fitness for purpose or absence of defect of anything upon the Development nor that any particular standard has been achieved and the Landowner shall have no liability to any person in so issuing any such certificate.

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

19. DEFECTS LIABILITY

19.1 Schedule of Defects

The Development the Developer will procure that the Developer's Architect inspects the Development and prepares a schedule of defects itemising defects, shrinkages and other faults due to materials or workmanship not in accordance with the relevant Construction Management Contract or to frost occurring before practical completion and will:-

19.1.1 deliver a copy to the Landowner in time for the Landowner to consider it and notify additions to the Developer; and

19.1.2 then deliver the schedule (with any additions notified to the Developer by the Landowner) to the Construction Manager within the appropriate time limits for doing so under the Construction Management Contract.

19.2 Landowner's Notification

The Landowner is not obliged to prepare any such schedule of defects, but the Developer will include in its schedule any defects notified to it by the Landowner within the appropriate time limits.

19.3 Dealing with Schedules

The Developer will deal as promptly as reasonably practicable with the items referred to in any schedule of defects prepared in accordance with this Clause 19.3 and will make good any damage to the Works caused by such items, in accordance with the Construction Management Contract.

20. TRANSFER/LEASE OF DWELLINGS/UNITS

The provisions of Schedule 3 shall apply.

21. APPROVED FUNDER

21.2 Lender's Direct Agreement

The Landowner will if reasonably requested by the Developer enter into a Lender's Direct Agreement in such form as is required by the providers of finance to the Developer and approved by the Landowner and for the purposes of this Clause 21.2 a Lender's Direct Agreement means an agreement with the Approved Funder postponing the Landowner's step in rights to those of the Developer's funder and providing for a funder's right of novation to a suitable substitute Developer (subject to appropriate protections and approval rights for the Landowner).

22. TERMINATION

22.1 Termination Events

The "**Termination Events**" which shall give rise to an entitlement on the part of the Landowner to terminate this Agreement in accordance with the following provisions of this Clause 22 (which shall

operate without prejudice to the provisions of Clause 26 "Public Procurement Termination Events") shall be any of the following events (each a **"Termination Event"**):

- 22.1.1 if there shall be a breach non-performance or non-observance of any of the terms agreements stipulations and conditions herein contained and on the part of the Developer to be performed or observed and the Developer shall have failed to remedy the same within a reasonable period from service of a written notice by the Landowner to the Developer requiring it to remedy the same, due consideration being given as to the nature of the breach and the timescale required to remedy such breach; or
- 22.1.2 if any Milestone Event has not occurred by the relevant Long Stop Date; or
- 22.1.3 if any Milestone Event has not occurred by the relevant Drop Dead Date; or
- 22.1.4 if an administration order is made in relation to the Developer; or
- 22.1.5 if the Developer shall enter into liquidation (whether compulsorily or voluntarily except for the purposes of amalgamation or reconstruction of a solvent company); or
- 22.1.6 if a receiver or manager shall be appointed by the Developer; or
- 22.1.7 where the Landowner has served a written notice and suitable evidence of sums properly due to the Landowner pursuant to this Agreement and the Developer has not complied with such notice within 15 Working Days;

and time shall be of the essence for all time periods and long stop dates referred to above (or, where applicable, in the First Schedule) in relation to each Termination Event.

22.2 Termination Notice Provisions

Subject to Clause 22.3 below, on or after the occurrence of a Termination Event the Landowner may, on serving 20 Working Days' prior written notice (a **"Termination Notice"**), in addition to any other rights and remedies it may have, terminate this Agreement by giving notice to the Developer to that effect (whether or not for the avoidance of doubt such event would otherwise be a repudiatory breach) PROVIDED THAT any such Termination Notice shall:

- 22.2.1 state that it is served pursuant to this Clause 22;
- 22.2.2 specify the nature of the Termination Event; and
- 22.2.3 at the same time be copied to any Approved Funder of which the Landowner has received prior written notice (a **"Permitted Mortgagee"**) but by complying with this Clause 22.2.3, the Landowner shall not be treated as waiving its right to terminate this Agreement.

22.3 If the specified Termination Event is of the types referred to in Clauses 22.1.4, 22.1.5 or 23.1.6 the right (the **"Termination Right"**) of the Landowner to terminate pursuant to this Clause 22 will be overridden and suspended if within the period of 20 Working Days referred to in the Termination Notice (time being of the essence) the Approved Funder:

- 22.3.1 gives notice to the Landowner requiring it not to terminate this Agreement and simultaneously pays to the Landowner any monies which have become due under this Agreement but which are then unpaid; and
- 22.3.2 acknowledges to the Landowner by entering into a deed of covenant with the Landowner in a form to be approved by the Landowner that it is assuming all the obligations of the Developer under this Agreement .

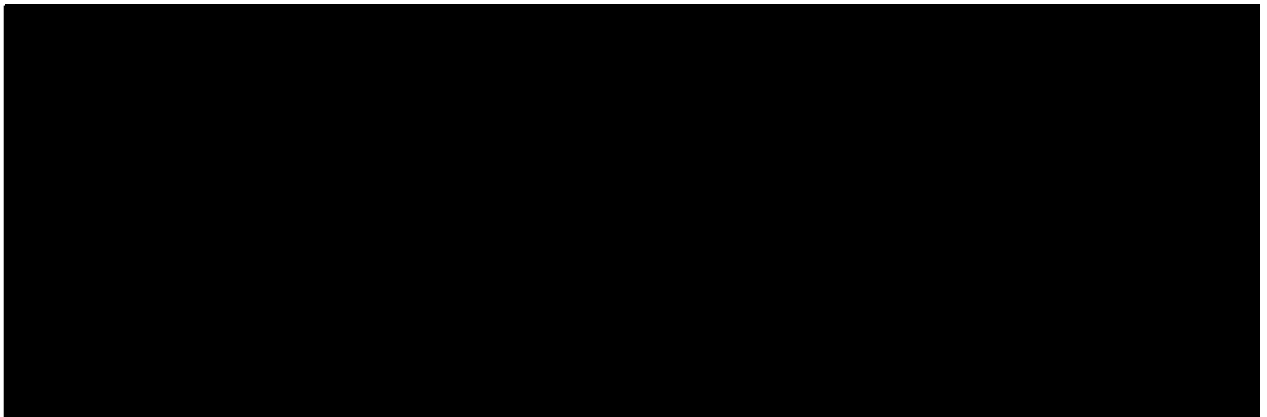
22.4 If a Permitted Mortgagee exercises its rights under Clause 22.3 prior to 20 Working Days from the Termination Notice (time being of the essence) and the provisions of Clause 22.3 are complied with

this Agreement shall continue in force as if the right of termination of this Agreement had not arisen and this Agreement had originally been made between the Landowner and the Permitted Mortgagee to the exclusion of the Developer, insofar as this Agreement relates to the Affected Area, and the Landowner is not required to enquire whether, as between the Developer and the Permitted Mortgagee, the Permitted Mortgagee may exercise the rights in Clause 22.3 and the Landowner shall not incur liability to the Developer or any other person by reason of acting properly in accordance with this Clause.

22.5 Consequences of termination

If this Agreement is terminated and accordingly the Developer's right to the grant of further leases or transfer of Freehold Interests (as defined in Schedule 3):

- 22.5.1 each Party will retain all rights and remedies against the other for any breach of obligations under this Agreement before the termination in respect of such parts of the Land;
- 22.5.2 the following Clauses of this Agreement shall survive and continue in full force and effect in relation to the Affected Area (without prejudice to the continuing operation of all applicable provisions of this Agreement in relation to other parts of the Land): 22.5, 30, 40, and 41;



- 22.5.5 the Developer shall forthwith provide a copy of all data, materials, Detailed Design Plans, reports and surveys within its possession or control or in respect of which it has a proprietary interest and shall assign to the Landowner at no cost to the Landowner the benefit of any domain names for the Development; and
- 22.5.6 For the avoidance of doubt, termination of this Agreement shall not trigger termination of any Block Head Leases previously granted which shall remain in full force and effect provided that the Allocated Price for such Block Headlease has already been paid or is paid within 10 Working Days of termination of this Agreement.

22.6 Reinstatement

- 22.7 Without prejudice to the Landowner's step in rights pursuant to Clause 23, where the Developer has carried out any works to the Site, if and to the extent required by the Landowner (acting reasonably) in writing following termination of this Agreement the Developer shall as quickly as reasonably practicable at the Landowner's request and in a good and workmanlike manner reinstate such works and clear the Site to the Landowner's reasonable satisfaction provided that it shall not be reasonable to require reinstatement of any works which have increased the value of the Land and any disputes in relation to this should be referred to an Independent Person pursuant to clause 31.

23. LANDOWNER'S STEP IN RIGHTS

23.1 Where the Landowner or its nominee is entitled to step in

Subject to Clause 23.3, the Landowner shall be entitled (but not obliged) to re-enter the Land (or any relevant part thereof) and complete all relevant remaining works in relation to the relevant part of the Land (the "**Remaining Works**") if a Termination Event has arisen (whether or not the Landowner has exercised any associated right to terminate this Agreement pursuant to Clause 22 and without prejudice to its rights to do so) and not become overridden or suspended.

23.2 Step in provisions

Where the Landowner is entitled to re-enter the Land pursuant to Clause 23.1, it may itself enter or nominate an alternative developer to do so on its behalf and where the Landowner elects to effect such re-entry it shall serve immediate written notice served on the Developer (the "**Step In Notice**"), and with effect from the date of such notice the following provisions shall apply:

- 23.2.1 any exercise by the Landowner of its rights pursuant to this Clause 23 shall be entirely without prejudice to the Developer's ongoing obligations in relation to the carrying out and completion of the Remaining Works pursuant to this Agreement (if and to the extent that this Agreement still subsists) and to any rights or remedies which the Landowner may have in relation to any breach of such obligations (whether arising before or after the date of any Step In Notice);
- 23.2.2 the Landowner and all persons properly authorised by the Landowner and their agents, servants and workmen shall be entitled to enter and remain on the relevant parts of the Land (where applicable, as the Developer's licensees (without any licence fee being payable therefor)) for the purpose of exercising such rights and carrying out and completing the Remaining Works;
- 23.2.3 the Landowner shall be entitled to give instructions to the Professional Team, the ~~Building Contractor~~ and all other persons who have entered into contracts for the provisions of services to be rendered to the Land in relation to the Remaining Works and the Developer shall ensure that this is appropriately reflected in all Warranty Agreements, the Building Contract, the Professional Appointments and all other relevant construction documentation; *Construction Manager* *2 Construction Management Contract*
- 23.2.4 the Landowner shall be entitled to require the Developer, at the Developer's cost, to instruct the Developer's Solicitors to hand over full copies of all relevant deeds, Detailed Design Plans and papers in their possession or control, which the Landowner may reasonably require to enable it to carry out and complete the Remaining Works;
- 23.2.5 the Developer shall enter into such deeds of assignment, deeds of novation or other arrangements in respect of the construction documentation entered into by the Developer in respect of the Remaining Works as the Landowner may properly require in order to enable the Landowner to carry out and complete the Remaining Works; and
- 23.2.6 the Developer shall pay to the Landowner as a debt due on demand an amount equivalent to all sums (including, in each case, any irrecoverable VAT and including all professional and other fees) expended by the Landowner in relation to the exercise of its rights under this Clause 23 and in relation to the carrying out and completion of the Remaining Works (together, in each case, with any VAT thereon and interest at the Contract Rate).

23.3 Step in by a Permitted Mortgagee

Where the Landowner wishes to exercise its right of step in pursuant to Clause 23.1 in circumstances where this Agreement has not been terminated, the Landowner may not exercise any right of step in contained in this Clause 23 unless it has first given to each Approved Funder not less than 20 Working Days' notice of that intention and the Approved Funder has failed to remedy the relevant breach (if capable of remedy) within such period

24. LANDOWNER'S OBLIGATIONS

- 24.1 The Landowner shall carry out and complete the Landowner's Demolition Works in a good and workmanlike manner and to the reasonable satisfaction of the Developer in accordance with the Demolition Works Specification and all Enactments with all practicable speed and in any event by 31 March 2018.
- 24.2 If requested by the Developer the Landowner will enter into any of the agreements (excluding any guarantee or bond) referred to in paragraph 1.2 of Schedule 2 as landowner so far as it is necessary to dedicate the land sewer or other matter the subject of the agreement on terms approved by the Landowner subject to the Developer entering into an indemnity (in a form required by the Landowner) indemnifying the Landowner against all liability for all costs obligations and liabilities in connection or arising therefrom.
- 24.3 If requested by the Developer the Landowner as landowner will enter into any transfers, leases, easements, licences or other agreements with any public authority in connection with the Adoptable Common Services or any service media or any combined heat and power equipment (including any agreement with any energy services company) and any ancillary apparatus on terms approved by the Landowner acting reasonably subject to the Developer entering into an indemnity (in a form required by the Landowner) indemnifying the Landowner against all liability for all costs obligations and liabilities in connection or arising therefrom provided always that this clause shall be subject to the overriding rights of the Landowner to require transfers to be made to the Developer.

25. CONSIDERATE CONSTRUCTORS SCHEME

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

26. PUBLIC PROCUREMENT TERMINATION

- 26.1 In the event that a court makes a Declaration of Ineffectiveness, the Landowner shall promptly notify the Developer. The parties agree that the provisions of these **clauses 26.1, 26.2, 26.4, 26.5, 26.10 and 26.11** shall apply as from the time when the Declaration of Ineffectiveness is made.
- 26.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 26.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Landowner may require the Developer to prepare a Cessation Plan in accordance with this **clause 26.3** by issuing a notice in writing. As from the date of receipt by the Developer of such notification from the Landowner, the parties (acting reasonably) will agree or, in the absence of such agreement, the Landowner will reasonably determine an appropriate Cessation Plan with the object of achieving:
- 26.3.1 an orderly and efficient cessation of the rights and obligations contained within this Agreement; and/or
 - 26.3.2 (at the Landowners election) a transition to the Landowner or such other entity as the Landowner may specify of those parts this Agreement the terms of which are affected by the Declaration of Ineffectiveness; and
 - 26.3.3 minimal disruption or inconvenience to the Landowner and the Developer including fair provision (giving due regard to the basis of the claim for the Declaration of Ineffectiveness) for the reasonable and proper costs incurred by the Developer on or after the date of this Agreement in carrying out its obligations under this Agreement.

in accordance with the provisions of **clauses 26.1 to 26.5 and 26.10** and which the parties agree

would have effect in the event that a Declaration of Ineffectiveness is made.

- 26.4 Where there is any conflict or discrepancy between (i) the provisions of any other provision of this Agreement: and (ii) these **clauses 26.2 to 26.5 and 26.10** and the Cessation Plan, the provisions of these **clauses 26.2 to 26.5 and 26.10** and the Cessation Plan will prevail.
- 26.5 The parties will comply with their respective obligations under the Cessation Plan (as agreed by the parties or, where agreement cannot be reached, as reasonably determined by the Landowner) in the event that a Declaration of Ineffectiveness is made.
- 26.6 Consistent with the Landowner's right of termination implied into this Agreement by the Procurement Regulations, in the event of a Public Procurement Termination Event, the Landowner shall promptly notify the Developer and the provisions of these clauses **26.6 to 26.1.11** shall apply as from the date of receipt by the Developer of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between (i) any other provisions of this Agreement; and (ii) these clauses **26.6 to 26.10** and the Cessation Plan, the provisions of these clauses **26.6 to 26.10** and the Cessation Plan shall prevail.
- 26.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 26.8 As from the date of receipt by the Developer of the notification of the Public Procurement Termination Event, the Parties (acting reasonably) shall agree or, in the absence of such agreement, the Landowner shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 26.8.1 an orderly and efficient cessation of the rights and obligations contained within this Agreement; and/or
 - 26.8.2 (at the Landowners election) a transition to the Landowner or such other entity as the Landowner may specify of those parts this Agreement the terms of which are affected by the Public Procurement Termination Event; and
 - 26.8.3 minimal disruption or inconvenience to the Landowner and the Developer, including fair provision (giving due regard to the circumstances of the Public Procurement Termination Event) for the reasonable and proper costs incurred by the Developer on or after the date of this Agreement in carrying out the obligations under this Agreement)
- in accordance with the provisions of these clauses **26.6 to 27.10** and to give effect to the terms of the Public Procurement Termination Event.
- 26.9 Upon agreement, or determination by the Landowner, of the Cessation Plan pursuant to **clause 26.8**, the parties shall comply with their respective obligations under the Cessation Plan.
- 26.10 The Landowner shall pay the Developer's reasonable and proper costs in assisting the Landowner in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by the Landowner, provided that the Landowner shall not be liable to any Developer for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of a Public Procurement Termination Event and/or any Declaration of Ineffectiveness.
- 26.11 For the avoidance of doubt, the provisions of this **clause 26.1** (and applicable definitions) shall survive any termination of this Agreement following a Declaration of Ineffectiveness and/or a Public Procurement Termination Event.

27. LANDOWNER'S COSTS

27.1 The Developer shall pay and/or reimburse to the Landowner within 5 Working Days of written demand (and indemnify the Landowner in respect of) all fees costs expenses and disbursements and (to the extent irrecoverable) the VAT therein reasonably and properly incurred in connection with and/or incidental to:

- 27.1.1 the Site and/or the Development (including without limitation any proposed changes to the Approved Plans, monitoring the progress of the Works and the issue of each Interim Completion Certificate, Practical Completion Certificate and Final Completion Certificate); and/or
- 27.1.2 the performance by the Landowner of its obligations under this Agreement;
- 27.1.3 any exercise by the Landowner of its step in rights pursuant to Clause 23 of this Agreement; and/or
- 27.1.4 any other work carried out or performed or documents entered into in connection with the Land, the Development and/or this Agreement; and/or
- 27.1.5 the application of Schedules 3 and 4 of this Agreement and any calculations undertaken pursuant to those schedules; and/or
- 27.1.6 legal advice on the Landowner's position under this Agreement which the Landowner, acting reasonably at the relevant time, considers appropriate and all associated documentation; and/or
- 27.1.7 any costs which the Landowner may incur in reimbursing any relevant authority for the costs of bringing any compulsory purchase order which is required to implement the Development (without there being any obligation on the Landowner or any related party to make such an order);

and the sums payable by the Developer pursuant to this Clause shall include (inter alia) the Landowner's External Costs but shall not include any internal costs or the cost to the Landowner of carrying out the Landowner's Demolition Work;

27.2 All obligations to pay fees or costs payable by the Developer to the Landowner shall relate only to proper fees reasonably and properly incurred.

28. SURETY

28.1 Not used

29. LANDOWNER POWERS

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

30. FREEDOM OF INFORMATION ETC

30.1 The Developer acknowledges that the Landowner is subject to legal duties which may require the release of information under FOIA and/or EIR and that the Landowner may be under an obligation to provide information subject to a Request for Information. The parties acknowledge that such information may include matters relating to, arising out of or under this Agreement and any information provided by the Developer prior thereto.

30.2 The Landowner shall be responsible for determining in its absolute discretion whether:

- 30.2.1 any information is Exempted Information or remains Exempted Information;
or
- 30.2.2 any information is to be disclosed in response to a Request for Information
and in no event shall the Developer respond directly to a Request for Information to which the Landowner is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landowner unless otherwise expressly authorised to do so by the Landowner.
- 30.3 The Developer acknowledges that the Landowner may disclose information (but only after confirming to the Developer its intention to do so with 3 working days notice):
- 30.3.1 without consulting the Developer; or
- 30.3.2 following consultation with the Developer and having taken (or not taken, as the case may be) its views into account
- 30.4 Without in any way limiting Clauses 30.1 and 30.3, in the event that the Landowner receives a Request for Information the Landowner will, where relevant, as soon as reasonably practicable notify the Developer.
- 30.5 The Developer will assist and co-operate with the Landowner as requested by the Landowner to enable the Landowner to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will and shall procure that its employees, agents and sub-contractors will, at their own cost:
- 30.5.1 transfer to the Landowner any Request for Information received by the Developer as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
- 30.5.2 provide all such assistance as may be required from time to time by the Landowner and supply such data or information as may be requested by the Landowner;
- 30.5.3 provide the Landowner with any data or information in its possession or power in the form that the Landowner requires within five working days (or such other period as the Landowner may specify) of requesting that Information;
- 30.5.4 ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure; and
- 30.5.5 permit the Landowner to inspect such records retained in accordance with Clause 30.5.4 as requested from time to time.
- 30.6 Nothing in this Agreement will prevent the Landowner from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

31. **DISPUTES**

31.1 **Disputes Resolution**

- 31.1.1 If there is a dispute, including a failure to agree anything, under this Agreement, the dispute shall be determined by an Independent Person in accordance with this Clause 31.
- 31.1.2 Where a dispute or difference has arisen to which this Clause 31 applies the parties shall each use reasonable endeavours to reach agreement failing which either party

shall be entitled to serve notice on the other party identifying a matter of dispute (a "Dispute Notice").

- 31.1.3 Any Dispute Notice served shall set out in reasonable detail the nature of the dispute and the position advanced by the party identifying the dispute.
- 31.1.4 On receipt of a Dispute Notice the parties agree that a meeting shall be called as soon as reasonably practicable between the following senior officers of the relevant organisations (the "Senior Officers") at which the subject of the dispute shall be discussed with a view to seeking agreement (but without prejudice to each party's rights, entitlements or remedies in relation to their respective obligations under this agreement):

The Landowner: Head of Area (North East London)

The Developer: Executive Director of Property and Growth

- 31.1.5 Where the procedure set out in the foregoing provisions of this Clause 31.1 has not resulted in a resolution of the dispute within one month of the Dispute Notice being served, it shall (unless the parties otherwise agree) be referred to and determined by an Independent Person in accordance with this Clause 31.
- 31.1.6 Nothing in this Clause 31 shall prevent any party from applying to the High Court of England and Wales for an interim injunction or other provisional relief.

31.2 Reference

The following provisions apply to the appointment of an Independent Person:

- 31.2.1 if the parties to the dispute agree on the identity of the Independent Person, the dispute shall be referred to him for determination; but
- 31.2.2 if the parties to the dispute cannot agree at any time on the identity of the Independent Person, either of them, unless they shall have already applied jointly, may apply at any time for the appointment of a suitably qualified Independent Person to determine the dispute; and
- 31.2.3 if the application is made under Clause 31.2.2, it shall be made:
- (A) to the President of the Law Society, if the dispute concerns the construction of this Agreement or the drafting of any document;
 - (B) to the President of The Royal Institution of Chartered Surveyors, if the dispute concerns a valuation or planning issue or any other issue which is not covered by sub paragraphs (A) or (C); and
 - (C) to the President of the Institute of Chartered Accountants in England and Wales, if the dispute concerns an accounting issue.

31.3 Qualifications

Any Independent Person must have been qualified and practising in the relevant field for not less than ten years before his appointment.

31.4 Representations and counter submissions and reasoned determinations

The Independent Person shall be appointed on the basis that:

- 31.4.1 each party to the dispute may make written representations to the Independent Person and submissions on the other's representations;
- 31.4.2 he shall provide a draft of his decision for comment by each party before issuing the decision itself not later than fourteen days after issuing the draft;

31.4.3 he shall give a reasoned decision; and

31.4.4 he shall act as an expert unless the parties agree that he shall act as an arbitrator.

31.5 Binding determination

Except in the case of manifest error, gross negligence or mistake of law, the determination by an Independent Person appointed under this Clause shall be final and binding on the parties to the dispute.

31.6 Parties' costs and Independent Person's fees

31.6.1 Each party shall bear its own costs in relation to any determination by an Independent Person.

31.6.2 The fees of any Independent Person shall be borne equally between those parties between whom the dispute arose unless he otherwise determines and may be paid to him by any party to the dispute, notwithstanding any direction or prior agreement as to liability for payment, and if any relevant party chooses to do so, it shall be entitled to an appropriate repayment by any other relevant party on demand.

32. ENTIRE AGREEMENT AND INSPECTION

The Developer confirms that:

32.1 this Agreement constitutes the entire agreement relating to the subject matter of this Agreement and supersedes all prior negotiations documents agreements statements and understandings;

32.2 it has not entered into this Agreement in reliance (wholly or in part) upon any Representation (whether written oral or implied) not expressly set out herein made by the Landowner or any of its agents prior hereto (other than the Enquiry Replies); and

32.3 it has been provided with all information necessary to assess the state and condition of the Land and that it has had full opportunity to enter the Land to conduct such surveys as the Developer wished and has entered into this Agreement upon the basis of the express provisions of this Agreement.

33. REPRESENTATIONS

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

33.2 If any Representation is made:

33.2.1 and the fact that it was inaccurate either was known to the Developer before today or might reasonably be expected to have been discoverable as a result of enquiries a prudent Developer would have raised before agreeing to buy the Land then the Developer shall be deemed not to have been in any way influenced induced or persuaded to enter into this Agreement by such Representation;

33.2.2 the Landowner shall have no liability to the Developer in respect of the same unless the Developer notifies the Landowner of any inaccuracy breach or claim within six months of the date of completion of the Agreement; and

33.2.3 the Landowner's maximum liability in respect of any such inaccuracy breach or claim shall be limited to the amount of the Price.

34. NOTICES

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

- 34.1 no notice served on the Landowner's Solicitors shall be valid unless it quotes the reference for the recipient solicitor as set out in Clause 1 of this Agreement or such other reference as may have been notified in writing in accordance with the provisions of this Clause;
- 34.2 any notice or document sent by fax to the Landowner's Solicitors shall only be validly given or delivered if transmitted to 020 7246 7777 or to such other number as may be expressly notified in writing for the purposes of this Clause;
- 34.3 "5.30pm" shall be substituted for "4.00pm" in Standard Commercial Conditions 1.3.5 and 1.3.7;
- 34.4 Any notice or document to be given or served upon the Landowner must either be sent or delivered to the Landowner's Solicitors in accordance with the provisions of this Agreement or sent or delivered (in accordance with the provisions of this Agreement) to the Landowner at its registered office or such other address (or reference) as the Landowner may notify in writing to the Developer for such purpose and at the same time a copy must be sent or delivered to the Landowner's Solicitors (in accordance with the provisions of this Agreement);

35. NO ASSIGNMENT OR MERGER

- 35.1 Save as set out in Clauses 21 and 22 the Developer shall not be permitted to assign mortgage charge or otherwise part with the benefit of this Agreement nor make any disposition of the Land and the Landowner shall not be required to grant any interest in the Land to any person or body other than the Developer or the Approved Funder in accordance with the provisions of Schedule 3 or pursuant to clause 24.3.
- 35.2 The Parties acknowledge and confirm that the Landowner has selected the Developer as its preferred development partner for the Development following a competitive tender process and that the Developer has been selected (inter alia) due to the experience of its members and directors in developments of a similar scale and nature to the Development. Accordingly, the Developer shall not delegate or sub-contract in any manner whatsoever the performance of its obligations under this Agreement save:
 - 35.2.1 by means of the engagements of Building Contractors and Professional Team who are employed on terms approved by the Landowner in accordance with this Agreement; or
 - 35.2.2 subject to the approval of the Landowner not to be unreasonably withheld, the Developer may assign or charge its interest in this Agreement to Swan Housing Association.
- 35.3 The Landowner may freely sell, assign, mortgage, charge or part with its interest in the Site (subject always to the provisions of this Agreement) and this Agreement to:
 - 35.3.1 a connected party such as the Greater London Authority; or
 - 35.3.2 a successor to the functions of the Landowner insofar as they relate to the Site; or
 - 35.3.3 any other wholly owned subsidiary of the Greater London Authority or its successor which is carrying on the functions of the Landowner or its successor insofar as they relate to the Site.
- 35.4 If and to the extent that a disposition as referred to in Clause 35.3 is made which affects this Agreement and/or the Site, all relevant parties shall enter into a Deed of Novation of this Agreement, such Deed to be in the form agreed between the parties acting reasonably.

36. NO PARTNERSHIP

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or any of them, or to authorise any party to act as agent for any other, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

37. VARIATION AND WAIVER

37.1 No variation of this Agreement (or any document referred to in it) shall be effective unless it is in writing (which for this purpose, does not include email) signed by or on behalf of each of the parties to this Agreement and in such a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989. The expression "variation" includes any variation, supplement, deletion or replacement, however effected.

37.2 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

38. SCHEDULES

The Parties shall comply with their respective obligations in the Schedules to this Agreement, the provisions of which shall have effect as set out therein.

40. ANTI BRIBERY/CORRUPTION

40.1 The Developer shall:

- 40.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Requirements**");
- 40.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 40.1.3 comply with the Landowner's Ethical, Anti-bribery and Anti-corruption Policies a copy of which is available here: <http://intranet.london.gov.uk/node/7733>; in each case as updated supplemented or replaced from time to time ("**Relevant Policies**");
- 40.1.4 have and shall maintain in place throughout the term of this Deed its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Requirements, the Relevant Policies and Clause 40.1.2 and will enforce them where appropriate;
- 40.1.5 immediately report to the Landowner any request or demand for any undue financial or other advantage of any kind received by the Developer in connection with the performance of this agreement;
- 40.1.6 if required by the Landowner produce a written certificate to it signed by an officer of the Developer, confirming compliance with this Clause 40 by the Developer and all persons associated with it under Clause 40.2. The Developer shall provide such supporting evidence of compliance as the Landowner may reasonably request.

- 40.2 The Developer shall ensure that any person associated with the Developer who is performing works or services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Developer in this Clause 40 ("**Relevant Terms**"). The Developer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Landowner for any breach by such persons of any of the Relevant Terms.

- 40.3 For the purpose of this Clause 40, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 40 a person associated with the Developer includes but is not limited to any subcontractor of the Developer.

The Developer shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Landowner nor favour any employee, officer or agent of the Landowner with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Landowner other than as a representative of the Landowner, without the Landowner's prior written approval (which the Landowner may withhold in its absolute discretion).

41. **ANTI-MONEY LAUNDERING**

- 41.1 The Developer shall comply with any anti-money laundering legislation relevant to its/their business or the Services including but not limited to the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007.

- 41.2 In the event that the Developer remits monies to the Landowner, the Developer will endeavour to ensure that monies are transferred from an account held with a United Kingdom or European Union authorised credit institution. In any event, the Developer will satisfy itself as to the source of the funds being remitted, and, in particular, that it does not suspect the funds to represent the proceeds of crime.

- 41.3 The Developer will respond to any request from the Landowner as to the source of any monies received by the Landowner and will assist the Landowner in any investigations as to potential money laundering, whether on request from the Landowner or any relevant law enforcement agency.

The Developer will indemnify the Landowner in respect of any loss to the Landowner resulting, directly or indirectly, from the Developer's failure to comply with this Clause 41.

42. **GENERAL**

- 42.1 The rights of each party under this Agreement:

42.1.1 may be exercised as often as necessary;

42.1.2 are cumulative and not exclusive of its rights under the general law; and

42.1.3 may be waived only in writing and specifically

Delay in exercising or non-exercise of any such right is not a waiver of that right.

- 42.2 All payments (including interest) to be made by the Developer under this Agreement shall be made without any withholding deduction set-off or counterclaim.

- 42.3 This Agreement may only be varied or modified by a supplemental agreement which is made in writing by the parties or their solicitors and in such a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989.

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

- 42.5 If any provision of this Agreement is or becomes illegal invalid or unenforceable in any jurisdiction that shall not affect:

42.5.1 the legality validity or enforceability in that jurisdiction of any other provision of this Agreement; or

42.5.2 the legality validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

42.6 The consideration for any supply made by the Landowner hereunder is exclusive of any Value Added Tax or similar tax duty or imposition which is or becomes chargeable thereon and if any such sum is or becomes so payable the Developer upon production of a valid and proper Value Added Tax invoice in respect thereof shall upon demand pay the same to the Landowner.

42.7 On any termination of this Agreement the Developer will at its own expense remove any Land Registry or Land Charges Registry entry made against the Land in respect of this Agreement and shall return all title documentation or other documentation sent to it or its advisers.

43. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written

SCHEDULE 1 - MILESTONE DATES

1. MILESTONE DATES

The following terms shall bear the following meanings in this Schedule 1:

"Approved Planning Application" means the Application approved by the Landowner in accordance with Clause 6.1;

"Delay Event" means any of the following events:

- (a) any emergency;
- (b) enemy action or war;
- (c) governmental restrictions;
- (d) acts of God;
- (e) exceptionally adverse weather conditions;
- (f) loss or damage occasioned by any one or more of the insured risks under any insurance policy in place from time to time;
- (g) civil commotion, local combination of workmen, strike or lock out affecting any of the construction works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the construction works, or any persons engaged in the preparation of the design of the construction works;
- (h) the exercise after the date of this Agreement of any statutory power which directly affects the execution of the construction works by restricting the availability or use of labour which is essential to the proper carrying out of the construction works, or prevents the Developer or any Building Contractor from or delays the Developer or any Building Contractor in, securing such goods or materials or such fuel or energy as are essential or required for the proper carrying out of the construction works, save in every case to the extent that the effects of the exercise of such statutory power could reasonably have been foreseen by the exercise of reasonable foresight and guarded against;
- (i) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (j) any failure by the Landowner to carry out the Landowner Demolition Works;
- (k) any excessive delay as a consequence of any unexpected underground obstructions or contamination the present or extent of which the Developer is not aware of on the date of this Agreement
- (l) any delay by any statutory undertaker or failure by a statutory undertaker to carry out works necessary for the Developer provided that the Developer has used commercially prudent endeavours to procure that the statutory undertaker carries out the relevant works

BUT EXCLUDING any delay attributable to the act or default of the Developer (or any sub-contractor, agent or employee or any person acting on behalf of any such person) to the extent (only) of such act or default;

"Drop Dead Date" means, for any Milestone Event, the date which appears in the fourth column of the relevant row of the table below, headed "Drop Dead Date"

"Implementation" means implementation by the carrying out of any material operation within the meaning of section 56 of the Act provided that the temporary termination or diversion of existing services or temporary diversion of highways, temporary construction, site preparation, investigation works, archaeological investigations, environmental site investigations, decontamination works or

works matters and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition and **"Implement"** and **"Implemented"** shall be interpreted accordingly

"Long Stop Date" means, for any Milestone Event, the date which appears in the third column of the relevant row of the table below, headed "Long Stop Date", which in each case shall be subject to any relevant extensions in accordance with this Schedule;

"Milestone Event" means each of the events which appears in the first column of the table below, headed "Milestone Event";

"Planning Unconditional Date" means the date the Satisfactory Planning Date;

"Proceedings" means all or any of the following as the case may be:

- (a)
 - (i) a claim to the court for judicial review or permission to apply for judicial review under Part 54 of the Civil Procedure Rules;
 - (ii) a claim to the court pursuant to Section 288 of the Act
including in each case any appeal to a higher court following the judgment of a lower court;
- (b) any reconsideration by the Local Planning Authority of an Approved Planning Application following a previous Satisfactory Planning Consent or Planning Refusal being quashed pursuant to a claim within the meaning of sub Clause (a)(i) of this definition and the matter being remitted to the Local Planning Authority;
- (c) a claim (within the meaning of sub Clause (a)(ii) of this definition) arising from the grant of a Satisfactory Planning Consent or a Planning Refusal following a reconsideration of an Appeal by the Secretary of State;
- (d) a claim brought by any third party under the Human Rights Act 1998 arising from the grant of a Planning Consent by the Local Planning Authority or the Planning Refusal by the Local Planning Authority or a Planning Refusal following a reconsideration of an Appeal by the Secretary of State;

"Start on Site Date" means the date when the Development is Implemented and, if not agreed, such date as is determined in accordance with Clause 31 (Disputes);

"Target Date" means, for any Milestone Event, the date which appears in the second column of the relevant row of the table below, headed "Target Date";

2. TARGET DATES

- 2.1 The Developer shall use reasonable endeavours to ensure that each Milestone Event occurs before the relevant Target Date and in any event by the relevant Long Stop Date.
- 2.2 If any Milestone Event does not occur before the relevant Target Date, the Developer shall promptly provide the Landowner with a full written explanation of the reasons why the relevant Target Date has not been met together with the Developer's proposals to expedite the Development to regain the time in the programme which is expected to be lost due to the relevant factors (including any Delay Events) and to ensure that the relevant Milestone Event occurs before the relevant Long Stop Date.

4. EXTENSION OF THE LONG STOP DATE FOR THE PLANNING UNCONDITIONAL DATE AND THE UNCONDITIONAL DATE FOLLOWING GRANT OF SATISFACTORY PLANNING PERMISSION

The Long Stop Dates for the Planning Unconditional Date and the Unconditional Date shall be subject to extension (where at the relevant Long Stop Date provided above (in the table) the Satisfactory Planning Consent has been granted but the Planning Unconditional Date has not occurred) to the date which is the first Working Day after whichever of the following dates is relevant:

- 4.1 if a Satisfactory Planning Permission is granted by the Local Planning Authority, to the date which is 14 weeks from the date of grant if no Proceedings have been instituted before that date;
- 4.2 if a Satisfactory Planning Permission is granted by the Secretary of State to the date which is 6 weeks from the date of grant or confirmation if no Proceedings have been instituted before that date;
- 4.3 if Proceedings are instituted after grant to the date when the Proceedings are exhausted and a Satisfactory Planning Permission is granted or is not granted or upheld;
- 4.4 if a Planning Refusal is given and Proceedings instituted to the date on which Proceedings are exhausted and a Satisfactory Planning Permission is granted or is not granted or upheld.

5. EXTENSION OF THE LONG STOP DATES

Each Long Stop Date shall be subject to extension by Delay Events relating to the relevant part of the works if and to the extent that the relevant Delay Event causes a delay to the achievement of the relevant Milestone Event, unless and to the extent that a delay is caused by a breach of any of the Developer's obligations under this Agreement.

6. DROP DEAD DATES NOT EXTENDABLE

The Drop Dead Dates shall not be subject to extension under any circumstances unless each Party agrees (in its absolute discretion).

SCHEDULE 2 - DEVELOPER'S COVENANTS

PART 1

1. PRE-DEVELOPMENT MATTERS CONSENTS AND AGREEMENTS

- 1.1 No work of any nature forming part of the Development other than site investigation or enabling works as permitted by this Agreement shall commence until:
- 1.1.1 a pre-commencement meeting has been held between the Developer and the Landowner's Development Control Officer (or other officer nominated for such purposes by the Landowner) to enable the Developer to be briefed on and issued with the Landowner's development regulations (and it shall be the responsibility of the Developer to request and arrange such meeting);
 - 1.1.2 the Developer has produced to the Landowner's Development Control Officer (or other officer nominated for such purpose by the Landowner):
 - (a) the Highways Technical Approval;
 - (b) the Sewers Technical Approvaltogether in each case with copies of all specifications drawings and other documents forming part of such approvals and that officer has confirmed in writing that he is satisfied (acting reasonably) with such approvals;
 - 1.1.3 the Developer has given to the Landowner's Development Control Officer (or other officer nominated for such purpose by the Landowner) not less than 10 Working Days notice of its intention to commence the Development;
 - 1.1.4 the Developer has complied with any other requirement to be complied with before the Commencement Date under the provisions of this Agreement;
 - 1.1.5 the Developer has given to the Landowner's Development Control Officer a copy of the notice that it gives to the Health and Safety Executive under Schedule 1 of the CDM (as referred to in paragraph 9.5 of this Schedule);
 - 1.1.6 all matters to be complied with under any Planning Agreement prior to commencement of such work have been complied with.

1.2 Consents and agreements

Subject to paragraphs 1.3 and 1.4, the Developer must within the appropriate timescale provided in the Programme):

- 1.2.1 obtain all permissions and consents required by all Planning Acts in relation to the Development;
- 1.2.2 obtain consent under the building regulations for the Development in accordance with the requirements of the Building Act 1984;
- 1.2.3 obtain all other permissions and consents required to carry out the Development;
- 1.2.4 enter into an agreement with the highway authority pursuant to Section 38 and/or Section 278 of the Highways Act 1980 (as appropriate) in respect of the construction and adoption of the Adoptable Highways and procure any bond or guarantee required by the highway authority in connection with any such agreement;
- 1.2.5 enter into an agreement with the water authority pursuant to Section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the

Development and procure any bond or guarantee required by the water authority in connection with such agreement;

- 1.2.6 enter into an agreement with a landscaping contractor upon such terms so as to ensure the completion of the landscaping works referred to in the Approved Plans.

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

1.4 Each of the matters referred in paragraph 1.2 shall be in accordance with the Approved Plans.

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

2. BOUNDARY FENCES

2.1 Before the Commencement Date, the Developer must erect along all boundaries of the Land fences and hoardings in accordance with the agreed hoarding specification (annexed hereto at Annexure 8) and to maintain the same in position and good repair throughout the Development.

2.2 If the Developer shall commence work on the Development without first having erected all fences required under paragraph 2.1 then the Landowner shall have the right without notice to enter upon the Land in order to erect any such fences along the boundaries of the Land (including the right to take down and erect any fences erected by the Developer in an incorrect position, whether on the Land or on adjoining land) and the cost of all such works undertaken by the Landowner (including any works of reinstatement to adjoining land) shall be paid by the Developer to the Landowner on demand.

3. SITE ACCESS

3.1 Access to the Land for construction traffic and any other vehicles must be via the Site Access and no other roadway and the Developer must ensure that anyone driving to the Land is aware of this.

3.2 The Developer must lay a sufficient length of access road of adequate construction to the satisfaction of the Landowner before commencing construction work on other aspects of the Development so as to facilitate compliance with the provisions of this Agreement relating to protection and cleaning of roads.

3.3 Before the Commencement Date the Developer must erect across the Site Access at every point of permitted vehicular access to the Land a substantial height gauge the top bar of which shall not be more than sixteen feet above ground level at points within the boundaries of the Land not less than five metres from such points of access each such height gauge to incorporate a warning notice which shall read "No loads over 16 feet to proceed" and thereafter to maintain the same until completion of the Development.

3.4 During the construction of the Development the Developer must ensure that no loads over 16 feet in height shall leave the Land.

4. COMPLETION OF DEVELOPMENT

4.1 The Developer must following the Building Lease Completion Date, carry out and complete the Development in compliance with its obligations in this Agreement and:

4.1.1 in a good and workmanlike manner;

4.1.2 to the reasonable satisfaction of the Landowner;

- 4.1.3 will procure that all the reasonable skill, care and diligence to be expected of a competent professional team of appropriately qualified and competent professional designers and consultants experienced in the designing and carrying out work of a similar scope, nature and size to the Works have been and shall continue to be exercised in the design of the Development
- 4.1.4 use good quality and suitable materials and goods and ensuring that all workmanship, manufacture and fabrication of such materials and goods will be to standard consistent with the intended use of the Works provided that nothing in this paragraph 4.1.4 shall imply a fitness for purposes provision;
- 4.1.5 in accordance with the Approved Plans, and
- 4.1.6 diligently and with all practicable speed.
- 4.2 The Developer shall ensure that no Deleterious Materials are used in any works or materials used comprised in or relating to the Development.
- 4.3 In carrying out the Development the Developer shall comply with all Planning Agreements affecting the Land including the payment of all sums payable thereunder and the discharge of all obligations thereunder at the times stated therein and shall indemnify and keep indemnified the Landowner against all actions proceedings claims demands losses costs expenses damages and liabilities arising directly or indirectly from any breach of the Planning Agreements.
- 4.4 All Highways and Common Services forming part of the Development shall be constructed by the Developer in accordance with and to the standards set out or referred to in the Approved Plans.
- 4.5 All Highways and Common Services to be constructed by the Developer shall connect to any existing highway network and shall be constructed in accordance with all applicable Enactments and the Approved Plans and maintained until adopted by the local highways authority (or such later date on which the local highways authority shall assume responsibility for maintenance and repair).
- 5. **APPROVED PLANS AND ESTATE LAYOUT PLAN**
 - 5.1 Subject to paragraph 5.2, the Developer must not erect or build or permit or suffer to be erected or built on the Land any building, structure or erection other than temporary site accommodation otherwise than in conformity with the Approved Plans with such amendments as are required by any consents or permissions (as approved by the Landowner acting reasonably), are immaterial in nature or which are in relation to the substitution of equivalent materials.
 - 5.2 The Developer may, without the Landowner's approval, make internal amendments to a Unit which do not affect its external appearance.
 - 5.3 Within twenty-eight days after the service of a notice requiring the Developer so to do the Developer must commence to take down and remove all work or materials which shall not be in accordance with the Approved Plans and also within such reasonable time as may be specified in a notice requiring the Developer so to do the Developer must repair and make good defects or omissions to the Development or any part or parts thereof in accordance with the provisions of this Agreement.
- 6. **SUBSTITUTE MATERIALS**

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

7. THE LANDOWNER'S RIGHTS TO VIEW ETC AND REMEDY BREACHES

7.1 The Developer must permit the Landowner by its servants or agents to enter upon the Land at all reasonable times (or at any time in an emergency) for any reasonable purpose, including:

- 7.1.1 to view the state of progress of the Development and the materials used and intended for use in connection therewith;
- 7.1.2 ascertaining whether the obligation of the Developer under this Agreement or any other document have been observed and performed; and
- 7.1.3 to exercise the rights excepted and reserved.

7.2 Within one month of the Landowner notifying the Developer of any breach of the Developer's covenants under this Agreement (or sooner if reasonably required by the Landowner) to remedy the same AND if the Developer shall default in doing so it shall be lawful for the Landowner to enter the Land to remedy any such breach and all proper and reasonable costs and expenses thereby incurred shall be paid by the Developer to the Landowner on demand as a debt due to the Landowner.

8. COMPLIANCE WITH ENACTMENTS

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

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

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

8.3 Competent Authorities

- 8.3.1 In this paragraph "**Competent Authority**" means any government body, the Environment Landowner, court, tribunal or other body deriving power under Environmental Law
- 8.3.2 The parties agree that the apportionment by a Competent Authority of any liabilities that may arise under Part IIA of the Environmental Protection Act 1990 (as amended) (**Part IIA**) in respect of pollution or contamination present in on or under or originating from the Land shall be undertaken on the basis that the Developer shall have full responsibility for any and all such liabilities.
- 8.3.3 It is hereby acknowledged and intended by the parties that sub-paragraph 8.3.2 is an agreement on liabilities for the purposes of Part IIA.
- 8.3.4 The parties agree that in the event of a notification being served on any of them which indicates that the Land is or is likely to be determined 'contaminated land' under Part IIA to notify the other as soon as is reasonably practicable.
- 8.3.5 The parties undertake to furnish the Competent Authority with a copy of this Agreement as soon as is reasonably practicable after receiving a note from the Competent Authority or a notification under sub-paragraph 8.3.4, and individually to agree to the application of sub-paragraph 8.3.2 and to confirm such individual agreement in writing to the Competent Authority following receipt of such notice or notification.

8.3.6 The parties hereby undertake to use all reasonable endeavours to ensure that the Competent Authority applies the agreement on liabilities set out in sub-paragraph 8.3.2.

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

8.4 The Developer hereby undertakes to indemnify the Landowner and keep the Landowner indemnified in respect of all and any fines, penalties, charges, actions, losses, costs, claims, expenses, demands, duties, obligations, damages and other liabilities that the Landowner may suffer (i) as a result of any failure of the Developer to adhere to the provisions of paragraph 8.3; or (ii) arising from any pollution or contamination present in or under or originating from the Land.

9. CDM REGULATIONS

9.1 The Developer accepts that it is a client as defined by the Construction (Design and Management) Regulations 2015 (as amended from time to time) ("CDM") and warrants that it is and will at all times remain competent to carry out the role of a client under CDM.

9.2 The Developer accepts that it will act as the only client in respect of the Development and the Developer hereby elects to be the only client under CDM for the Development.

9.3 the Landowner agrees to the election of the Developer as the only client for the Development for the purposes of CDM.

9.4 The Developer shall comply fully with all the obligations of the client under CDM.

9.5 The Developer shall procure that as soon as practicable after the Principal Designer (as defined in the CDM) is appointed the Principal Designer notifies the Health and Safety Executive of the particulars specified in Schedule 1 of CDM and contemporaneously provides a copy of the notification to the Landowner. The Developer hereby agrees that no work shall commence on site until the Landowner has received this notification.

9.6 The Developer shall not seek to withdraw, terminate or in any manner derogate from such election without the Landowner's prior written consent, which the Landowner may in its absolute discretion withhold.

9.7 The Developer shall ensure that any and all parties engaged in respect of the procurement and/or undertaking of the works comprised in the Development are aware of the terms of the Developer's election as only the client for the purposes of CDM.

10. HEALTH & SAFETY

10.1 The Developer shall at all times comply with all obligations, requirements and duties arising under Health and Safety legislation in connection with the works comprising the Development.

10.2 The Developer shall at all times procure the compliance with all obligations, requirements and duties arising under Health and Safety legislation by any and all parties appointed in connection with the works comprising the Development or allowed on the Land.

10.3 The Developer shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with the Development, and shall provide a report to the Landowner's Health & Safety Manager quarterly in the form set out in Schedule 5.

10.4 The Developer shall notify the Landowner's Health & Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the Development:

10.4.1 a fatal accident to any worker or a member of the public;

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

11. **INSURANCE**

The Developer must:

- 11.1 insure, or cause to be insured from the date specified in clause 9.1, at all times during the carrying out of the Development any buildings erected on the Land (save any Dwellings disposed of to Purchasers or land disposed of to the Management Company) ("**Insurable Premises**") in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction together with architects' and surveyors' fees and other expenses incidental thereto against loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion in an insurance office to be approved by the Landowner (such approval not to be unreasonably withheld) and to ensure that the Landowner's interest is noted on the policy or policies of insurance;
- 11.2 pay or cause to be paid, all premiums and other monies necessary for effecting such insurance;
- 11.3 whenever required, produce to the Landowner the policy or policies of such insurance and the last receipt for every premium or other monies;
- 11.4 (in the event of the Insurable Premises or any part thereof being destroyed or damaged as aforesaid) secure that all monies payable by virtue of such insurance shall with all convenient speed be laid out and applied in rebuilding or otherwise reinstating the same in a good and substantial manner in accordance with the terms of this Agreement and (in case the same shall be insufficient for that purpose) make up the deficiency out of its own monies;
- 11.5 not do, or permit to be done, upon the Land anything which may render the policy or policies of insurance void or voidable;
- 11.6 indemnify the Landowner (notwithstanding any supervision or approval of the Landowner or any person acting on behalf of the Landowner) and insure in an insurance office approved by the Landowner (such approval not to be unreasonably withheld) in the sum of £2,000,000) against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever caused to any person or to any property real or personal in so far as such injury or damage arises out of, or in the course of, or by reason of, the negligent execution of the Development.

12. **PROTECTION OF HIGHWAYS**

The Developer must:

- 12.1 not deposit any building or other materials within two metres of any Highway;
- 12.2 comply with all reasonable instructions of the local highway authority and the police given to prevent any congestion of, or hazard to, traffic and in any event arrange for the delivery and

removal of all materials to and from the Land with as little inconvenience to pedestrians and traffic as possible;

- 12.3 at all times protect all Highways against damage arising (and take all necessary or proper precautions for the protection of any person on any Highway against injury arising) by vehicles employed in connection with the Development and forthwith make good any such damage at the expense of the Developer in the event that the perpetrator of such damage does not maintain or repair the same;
- 12.4 at all times keep all Highways free from mud, dirt, debris and other deleterious matter to the satisfaction of the Landowner and ensure that all vehicles leaving the Land are clean and properly loaded;
- 12.5 to provide in any contract for the carrying out of the Development or any part or parts thereof a provision requiring the contractor under such contract to comply with the terms of paragraphs 12.1, 12.2, 12.3 and 12.4.
- 12.6 If the Developer fails to carry out any work necessary for compliance with the provisions of this paragraph 12 within 10 Working Days of having received written notification of such default the Landowner may undertake the same and the Developer must forthwith on demand repay to the Landowner the proper cost of so doing which cost shall be recoverable by the Landowner from the Developer as a liquidated debt.

13. **MAINTENANCE OF HIGHWAYS**

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

14. **DEFECTS INSURANCE**

- 14.1 The Developer must build every Dwelling so as to comply with the requirements of the National House Building Council ("NHBC") (or any equivalent organisation or its or their successor) and so as to qualify for the insurance cover provided by it which the Developer must obtain.
- 14.2 That the Developer will do all that is necessary to ensure that every Purchaser obtains the benefit of the insurance cover provided by NHBC.

15. **SEWERS, DRAINS AND OTHER CONDUITS**

During the construction of the Development the Developer must:

- 15.1 lay out and construct to the satisfaction of the Landowner proper and sufficient branch and connecting sewers, drains, shafts, traps, gullies and gratings and to drain such branch and connecting sewers and drains into public sewers;
- 15.2 liaise with the Landowner in connection with the overall programming for the provision of services and comply with all reasonable instructions issued by it to ensure the smooth progress of the Development and appropriate interface with any works being carried out on any Adjoining Land;
- 15.3 protect all pipes, ducts, cables and statutory undertakers' apparatus against damage as a result of carrying out the works;
- 15.4 take all necessary precautions to ensure the protection of all streams, waterways, surface water, sewers and drains against pollution as a result of carrying out the works and any temporary diversions of existing streams, waterways, sewers or other works must be carried out so as not to reduce the capacity of that stream, waterway, sewer or other works and to the satisfaction of the Landowner;

15.5 Ensure that the Common Services are not blocked and that any connection to a Common Service is effected with the approval of the Landowner or, where appropriate, the relevant statutory undertaker;

15.6 maintain all sewers, drains, pipes, ducts, cables and other conduits constructed by the Developer until adoption by the relevant statutory undertaker or transferred to the Management Company.

16. **MAINTENANCE UNTIL COMPLETION**

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

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

17. **ARCHAEOLOGY**

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

17.1 not conceal, remove or damage or permit to be concealed, removed or damaged any Archaeological Finds;

17.2 promptly on discovery of any Archaeological Finds notify the Landowner and the archaeology officer of the Council (or other local archaeology authority);

17.3 allow (upon such reasonable terms as may be agreed with the Developer) officers and agents of the Landowner and of the Council (or other local archaeology authority) with or without workmen and plant to enter the Land for the purpose of appraising, recording and removing the Archaeological Finds;

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

18. **TREES**

Save in accordance with the Approved Plans and subject to the Developer obtaining all necessary consents, not to cut down or top any trees on the Land without the consent in writing of the Landowner which if granted may be subject to such conditions as the Landowner think fit.

19. **GRAVEL ETC**

The Developer must not sell or dispose of any earth, clay, gravel or sand from the Land or permit or suffer any of the same to be removed without the prior approval of the Landowner (provided that the Developer may use for the purpose of the Development any substances which may be excavated in the proper execution of such works without making any payment for such substances to the Landowner or to any person) and **PROVIDED ALWAYS** that where such earth, clay, gravel or sand is not required by the Developer for the purposes of the Development the Landowner shall be entitled to enter on to the Land and remove the same from the Land for its own purposes without payment to the Developer.

20. **CONSIDERATE CONTRACTORS SCHEME**

The Developer shall in carrying out the Works comply with the provisions of the Considerate Constructors Scheme save that where there shall be any conflict between the provisions of this Agreement and the provisions of the said Scheme the former shall prevail.

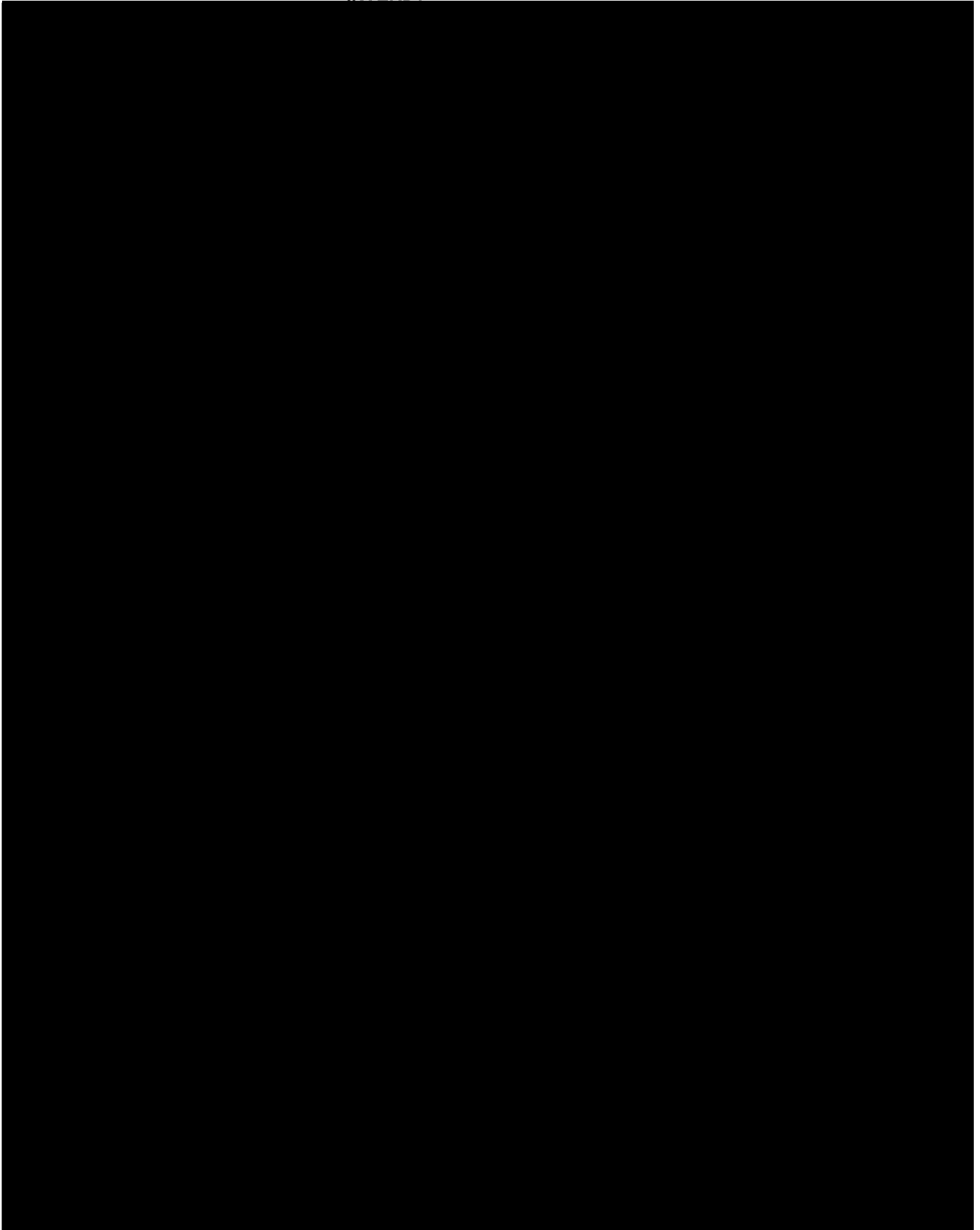
23. LONDON LIVING WAGE

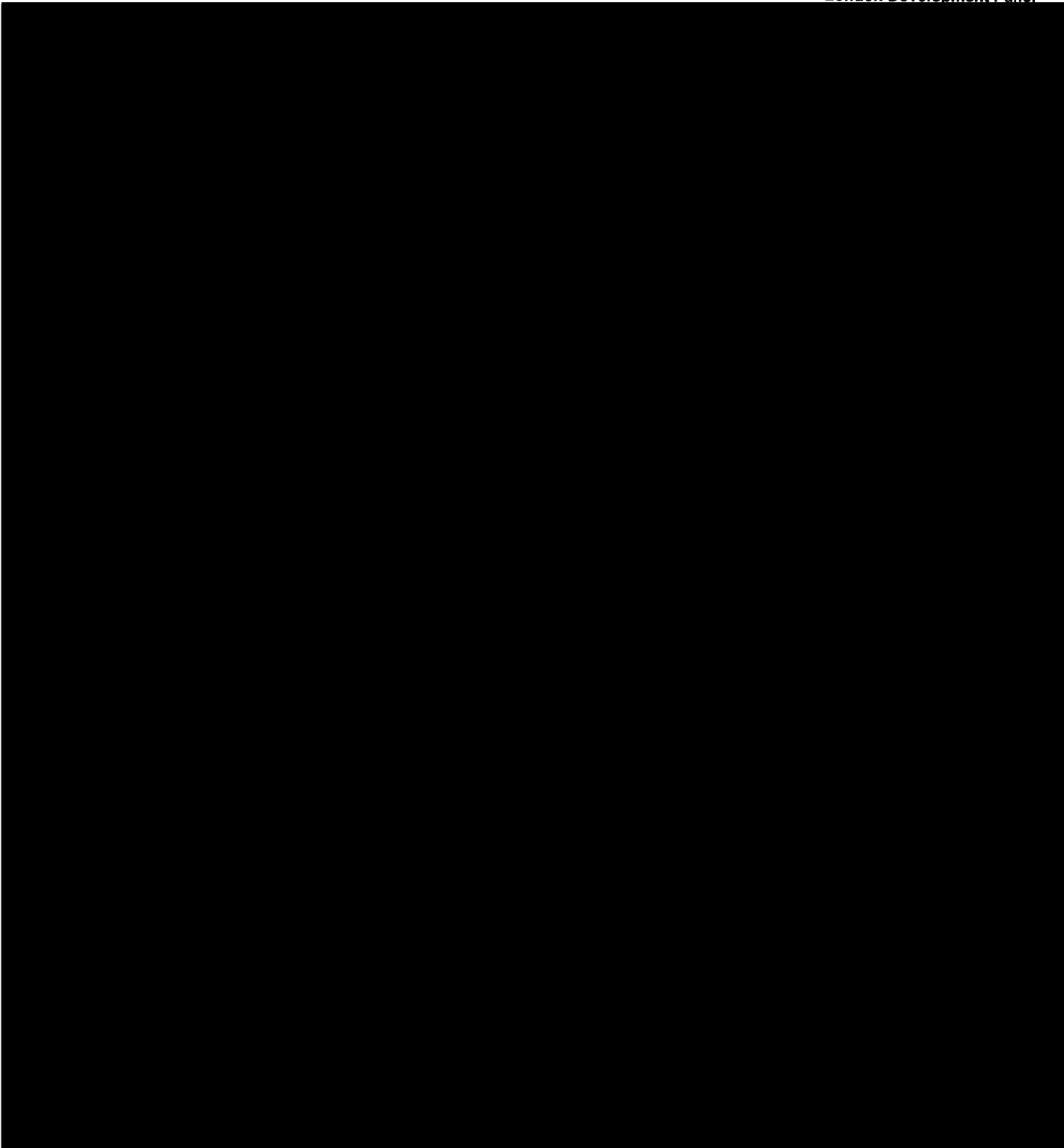
The Developer shall pay all its employees an amount at least equivalent to the London Living Wage and shall use reasonable endeavours to procure that the Building Contractors and any Approved Sub-developers shall pay all their employees an amount at least equivalent to the London Living Wage and shall provide such information regarding its compliance with this obligation as the Landowner may reasonably require from time to time..

24. QUALITY STANDARDS

The Developer covenants to fully comply with the Quality Standards and acknowledges the aspiration to achieve more than the BREEAM Minimum Stipulated Rating

**SCHEDULE 3 – TRANSFERS OF LEASEHOLD/FREEHOLD
INTERESTS**





SCHEDULE 4 - OVERAGE PROVISIONS

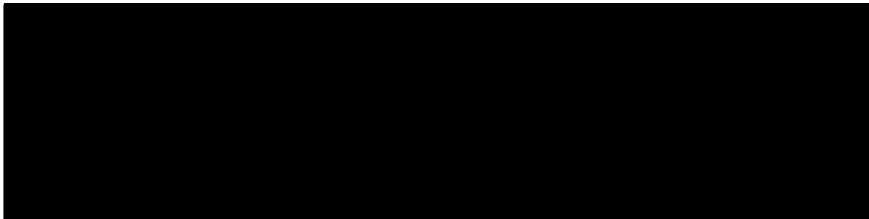
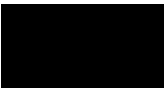
1. DEFINITIONS

"Affordable Residential Unit"	:	any unit of residential accommodation at the Land that is subject to a restriction imposed by a competent authority or statute as to the terms of a Disposal (including the selling price or rent or the identity of the purchaser or tenant or the tenure) so as to enable the accommodation to be available to persons who are unable to afford to buy or rent property in the open market;
"Base BCIS"	:	means the most current BCIS figure as at the date of this deed being [●];
"Base Rate"	:	the base lending rate from time to time of Lloyds Bank plc (or another bank nominated from time to time by GLA) or (if base lending rates cease to be published) such other equivalent rate of interest specified by GLA (acting reasonably);
"BCIS"	:	means the BCIS All In Tender Prices Index or such replacement as will be published from time to time or failing that such similar index relating to building cost inflation for England as the Owner will specify acting reasonably;
"Commercial Disposal"	:	means any Disposal of a commercial unit on a long leasehold or freehold basis in return for a premium
"Commercial Net Receipts"	:	the net receipt from all Commercial Disposals after deducting legal fees and agents fees relating to such Commercial Disposal together with void and holding costs relating to any commercial unit that is the subject of a Commercial Disposal
"Commercial Overage"	:	the further sums due to GLA pursuant to paragraph 2.3 of this Schedule
"Computation Date"	:	means the earlier of: (i) the date on which the legal completion of the Qualifying Disposition of the final Affordable Residential Unit take place; and (ii) the Sales Overage Longstop Date;
	:	

“Deemed Disposal Value” : means in relation to any Affordable Housing Unit that has not been the subject of a Qualifying Disposition at the Sales Overage Longstop Date the value of a likely Qualifying Disposition of that Affordable Housing Unit as assessed by the Surveyor based on the average of actual achieved shared ownership percentages sold and average actual achieved values at the Development

“Disposal” : a disposition which is required to be completed by registration within the meaning of section 27 of the Land Registration Act 2002 of the whole or any part of the Property;

“Final BCIS” : means the BCIS figure most recently published at the Computation Date;



“GLA’s Solicitors” : Dentons UKMEA LLP of One Fleet Place, London EC4M 7WS (ref: Gillian Goldsworthy) such other solicitors as GLA may appoint from to time;

“Indexed” : means multiplied by the product of the following formula:

Final BCIS

Base BCIS

but if this calculation produces a negative figure then one (1) will be used;

“Net Sales Area” : means Net Sales Area as defined in the Code of Measuring Practice (specifically excluding any winter gardens or balconies) measured in square feet;

“Net Sales Proceeds” : means the Sales Proceeds minus the Sales Costs,

[REDACTED]

“Red Book”

[REDACTED]

means the RICS Professional Standards (Seventh Edition) (2017);

“Sales Costs”

means proper agents commission and legal costs in relation to any Qualifying Disposition up to a maximum of 5% in total of the respective Sales Proceeds for such Qualifying Disposition;

“Sales Overage”

the further payment(s) due to GLA pursuant to paragraph 2.1 of this Schedule;

[REDACTED]

[REDACTED]

“Sales Proceeds”

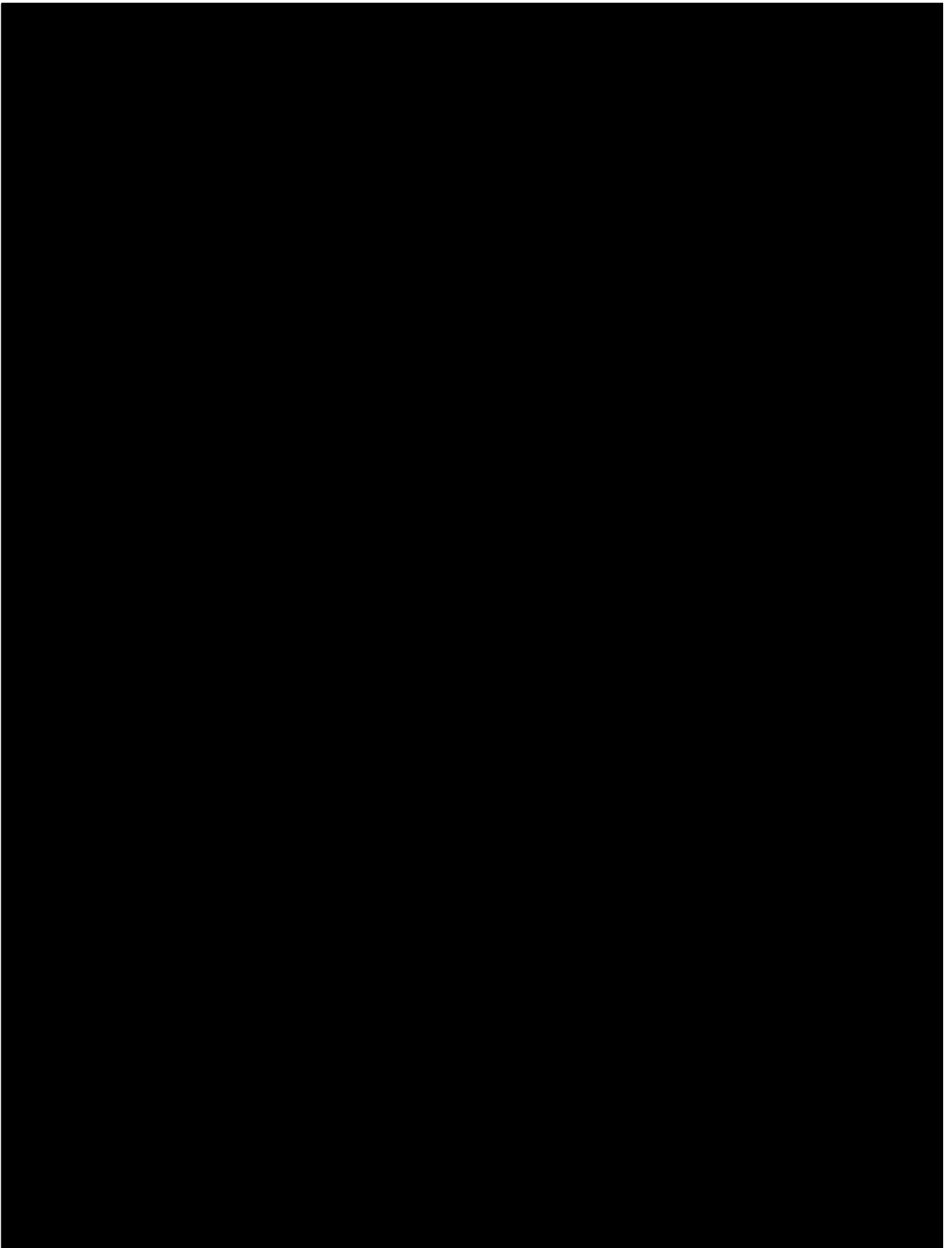
[REDACTED]

means the gross proceeds received pursuant to Qualifying Dispositions and including Deemed Disposal Values;

“Surveyor”

an independent surveyor who:

- (i) is a professionally qualified surveyor having not less than ten years' experience in the subject matter of the dispute; and
 - (ii) is appointed by agreement between GLA and the Developer or in the absence of agreement appointed at the request of GLA or the Developer by the President or other most senior available officer of the Royal Institution of Chartered Surveyors;
- [REDACTED]



4. CONDUCT OF QUALIFYING DISPOSITIONS

- 4.1 The Developer will use reasonable endeavours to achieve market value from all Qualifying Dispositions.
- 4.2 The Developer is not to be treated as in breach of paragraph 3.1 because:
- 4.2.1 the price or other consideration of or for a Qualifying Disposition is less than what could or might have been obtained at another time;
 - 4.2.2 the Developer withdraws from a Qualifying Disposition it has negotiated; or
 - 4.2.3 the manner in which the Developer markets the Units, or the persons firms or companies whom it engages for the purpose are not to the approval of GLA;
 - 4.2.4 so long as it deals with these matters without intention to reduce or avoid the benefits which might otherwise become due to GLA by way of Overage.

5. DUTY TO NOTIFY

- 5.1 The Developer will notify GLA in writing every 3 months from the date of the first Qualifying Disposition of the terms of any Qualifying Dispositions and Commercial Disposals in the preceding 3 month period and will promptly provide GLA with such other information as it reasonably requires to assess any Overage under this Schedule on an open book basis (subject to any data protection issues around purchaser personal details).
- 5.2 The Developer will notify in writing GLA of the anticipated Computation Date at least 20 Working Days in advance to enable GLA to raise enquiries to assess any Overage under the terms of this Schedule.
- 5.3 At least ten Working Days before the Computation Date the Developer will send a statement to GLA setting out details of the total Net Sales Proceeds and for the Computation Date only the Developer's estimate of the deemed value of the Units (if any) which have not been the subject of a Qualifying Disposition.

6. COMPUTATIONS

- 6.1 A computation is to be made as at the Computation Date using the formula at paragraph 2.1 for Sales Overage and the formula at paragraph 2.3 for the Commercial Overage.
- 6.2 If the calculations carried out at the Computation Date produce either a Sales Overage or a Commercial Overage this shall be paid on the Sales Overage Payment Date. Interest shall be payable at the Contract Rate on any late payments.

8. ESCROW ACCOUNT

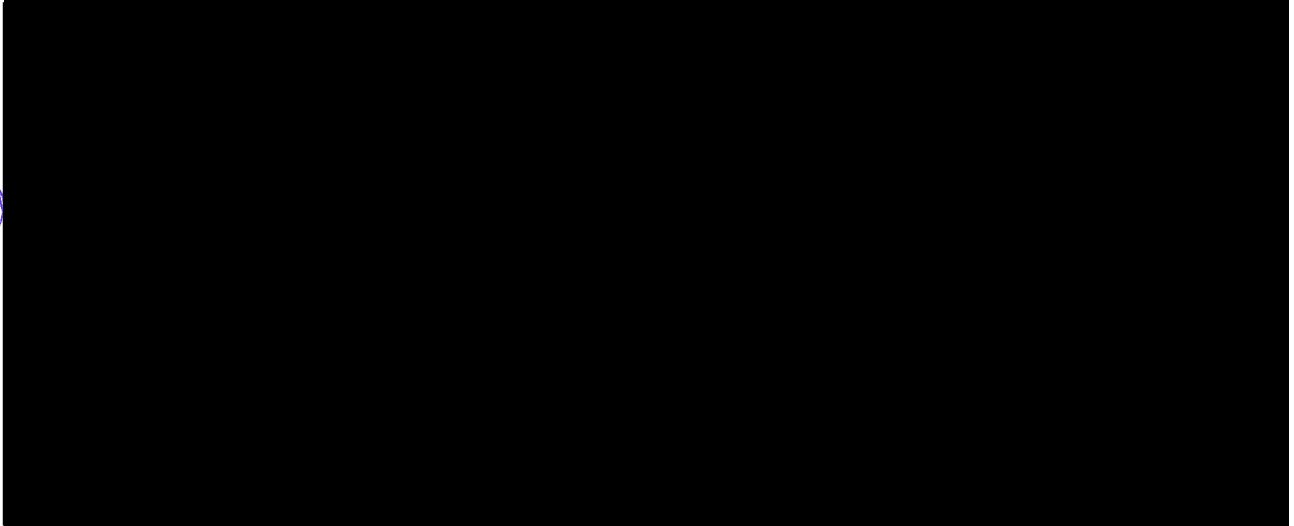
- 8.1 Should the Computation date not have been reached by the time of the Transfer in accordance with Schedule 3 the Developer, shall estimate the likely Sales Overage or Commercial Overage based on evidence of sales and Commercial Disposals to date. If required by GLA, acting reasonably a sum equal to that likely Sales Overage and/or Commercial Overage (the "Escrow Funds") shall be paid to GLA's Solicitors to be held in an escrow account as stakeholder or such other escrow arrangement is agreed by the parties acting reasonably unless it is agreed by the parties in writing following a calculation carried out by the Developer that no Sales Overage or Commercial Overage will be payable.
- 8.2 The Escrow Funds shall be used to settle any payments due to GLA on the Sales Overage Payment Date. GLA's Solicitors will release such of the Escrow Funds as are required for this purpose and to pay the balance of the Escrow Funds (if any) to the Developer.
- 8.3 For the avoidance of doubt the Developer's obligation to pay Sales Overage or Commercial Overage is not limited to the amount of the Escrow Funds held by GLA's Solicitors.

9. DISPUTES

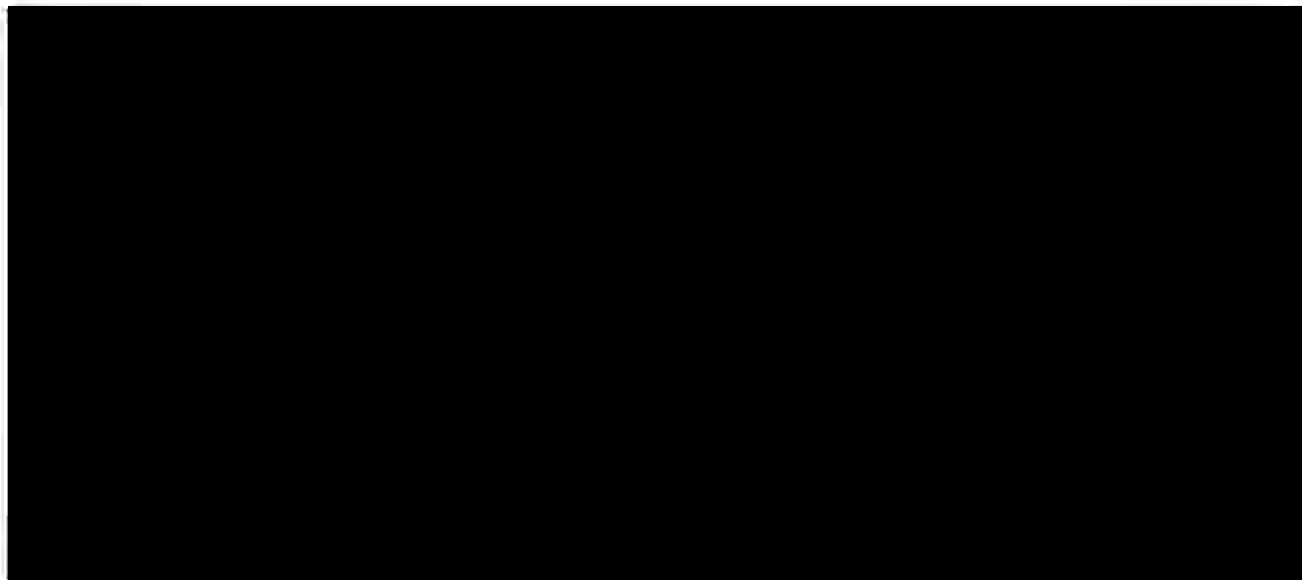
Any dispute about the operation of this Schedule shall be determined in accordance with clause 31 of this Agreement

Appendix 1

Dev



Appendix 2



SCHEDULE 5 - HEALTH AND SAFETY REPORTS

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

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

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

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

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

SCHEDULE 6

DEVELOPMENT STRATEGIES

The Developer is to produce for the approval of the Landowner detailed statements consistent with the requirements of the Developer's Brief and the proposals outlined in the Developer's Submission on its intended approach to implementing the following strategies:

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

Waste Strategy meaning a development waste management plan produced in line with good practice published by the Waste Resources Action Programme together with the Developer's proposals for re-use of existing buildings and materials on the land.

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

Long Term Stewardship Strategy means the Developer's written strategy for Stewardship Governance Public Realm and Management of Public Realm and Community Facilities as these terms are more particularly defined in Schedule 14

SCHEDULE 7

LONG TERM STEWARDSHIP

Stewardship

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

Governance

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

Public Realm

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

Management of Public Realm and Community Facilities

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

ANNEXURES

Annexure 1 – Form of Building Lease

..... **201[8]**

GLA LAND AND PROPERTY LIMITED
(Landlord)
and
CATALYST HOUSING LIMITED
(Tenant)

LEASE

For the construction and sale of dwellings and
other buildings upon land at

**Block [] a the former Webbs Industrial Site,
108 Blackhorse Lane, Walthamstow**

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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	20[●]
LR2. Title number(s)	LR2.1 Landlord's title number(s) EGL433992 and EGL514158 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord GLA Land and Property Limited whose registered office is Windsor House, 42 – 50 Victoria Street, London SW1H 0TL (Co. Regn. No. 07911046) Tenant Catalyst Housing Limited whose registered office is Ealing Gateway, 26-30 Uxbridge Road, Ealing W5 2AU (Charitable Registered Society Number 14561R)
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The land demised by this lease is known as Block [] at 108 Blackhorse Lane, Walthamstow and is defined as the Premises in clause 1.
LR5. Prescribed statements etc. <i>You must set out here any statement prescribed under rules 179, 180 or 196 mentioned above, or refer to the clause number in this lease which contains the statement.</i> <i>Although LR5 must not be deleted, LR5.1 may be deleted if it is not relevant. But LR5.2 must not be renumbered.</i> <i>Clause LR5.2 may be deleted if none of the listed legislation applies.</i>	None. LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None. LR5.2 This lease is made under, or by reference to, provisions of:
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1.
LR7. Premium <i>If VAT is payable on the premium, it must be stated, including how much.</i>	ONE HUNDRED Pounds (£ 100.00) plus VAT of TWENTY POUNDS (£120.00)
LR8. Prohibitions or restrictions on disposing of this lease <i>You must include whichever of these two</i>	This lease contains a provision that prohibits or restricts dispositions.

statements is appropriate. Do NOT refer to the relevant clauses in the lease.	
LR9. Rights of acquisition etc. <i>Refer to the clause numbers which contain any relevant provisions. Note that any relevant title number should be into clause LR2.2 above.</i>	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land [See clause [].] LR9.2 Tenant's covenant to (or offer to) surrender this lease None. LR9.3 Landlord's contractual rights to acquire this lease None.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Refer to the clause numbers which contain the provisions. Note that any relevant title number should be inserted into clause LR2.2 above.</i>	None.
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property None. LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See [Schedule 1 Part B].
LR12. Estate rent charge burdening the Property <i>Refer here only to the clause number which sets out the rentcharge.</i>	None.
LR13. Application for standard form of restriction <i>The full text of the standard form of restriction and the title against which it is to be entered must be set out (not forgetting to put any additional title number into clause LR2.2 above). If more than one standard form of restriction is required, then use this clause to apply for each of them, repeating the introductory words below for each restriction.</i> <i>If a non-standard form of restriction is required, this should not be referred to in this clause. A separate application must be made on Form RX1.</i> <i>Clause LR13 may be deleted in its entirety if it is not relevant, but LR14 must not be</i>	None.

<i>renumbered.</i>	
--------------------	--

PARTICULARS

ESTATE NAME:	Webbs Estate?
AREA:	[] [hectares] [acres] approximately
NUMBER OF DWELLINGS:	[330] comprising: [] Affordable Units [] Shared Ownership Units
[NUMBER OF COMMERCIAL UNITS:	[]]

THIS LEASE is made on the date and between the parties specified in the Land Registry Prescribed Clauses

IT IS AGREED:

1. DEFINITIONS

In this Lease, the following definitions apply:

"1954 Act" means the Landlord and Tenant Act 1954;

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995;

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

"Adoptable Highways" means Highways intended to be adopted as maintainable by the highway authority;

"Approved Funder" means Swan Housing Association Limited or another reputable organisation or company providing finance for the construction of the Development approved by the Landlord (such approval not to be unreasonably withheld or delayed)

"Approved Plans" has the meaning given to it in the Development Agreement;

"Block(s)" has the meaning given in the Development Agreement;

"Block Headlease" has the same meaning as In Schedule 3 of the Development Agreement

"Commercial Unit" means any unit forming part of the Development which is designed or intended for use exclusively for non-residential purposes and identified as such in the Approved Plans;

"Common Areas" means:

- (a) those parts of the Premises not included or intended to be included in any Unit;
- (b) the Adoptable Highways and Adoptable Common Services; and
- (c) Open Space Land not intended to be transferred to the Council,

[and which it is intended shall be transferred to the Management Company];

"Common Services" means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or television signals or combined heat and power or for the disposal of soil, foul water, rainwater or surface water, which are not to be adopted as maintainable at public expense;

"Development" has the meaning given to it in the Development Agreement insofar as it relates to the Premises;

"Development Agreement" means the development agreement dated [] for the sale, purchase and development of [] made between the Landlord (1) and the Tenant (2) pursuant to which (amongst other things) this Lease has been granted;

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

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

"EIR Exception" means any applicable exemption to EIR;

"Enactment" means any statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law and any notice, order, direction or requirement given or made pursuant to any of them;

"Estate" means all that land situate at 108 Blackhorse Lane and 47 Sutherland Road, Walthamstow, London and land on the south side of Sutherland Road, Walthamstow registered at the Land Registry under title numbers EGL433992 and EGL514158

"Estate Management Scheme" means the scheme to secure the long-term stewardship and maintenance [by the Management Company] of the Common Areas and the Open Space Land within the Development to address wider community responsibility and environmental objectives within the Development and as set out in the Development Objectives;

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

"Final Completion Certificate" means a certificate issued by the Landlord pursuant to clause 19 of the Development Agreement;

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

"FOIA Exemption" means any applicable exemption to FOIA;

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

"Information"

(a) in relation to FOIA, has the meaning given under section 84 of the FOIA; and

(b) in relation to EIR, has the meaning given under the definition of "environmental information" in section 2 of EIR;

"Interest" means interest at the rate of four per cent per annum above the base lending rate from time to time of [Barclays Bank PLC] (or of such other UK clearing bank as the Landlord may designate from time to time by giving notice to the Tenant) both before and after any judgment, calculated on a daily basis from the date on which the payment is due under this Lease to the date on which such payment is made;

"Landlord" includes the person who is from time to time entitled to the reversion immediately expectant on the determination of this Lease;

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

"Local Planning Authority" means [] or such other authority, as shall from time to time have authority to deal with town and country planning matters;

["Management Company" means [] [(or such other person from time to time nominated by the Landlord to deal with the [Estate Management Scheme]);]

"Milestone Dates" means for any Milestone Event (as defined in the Development Agreement), each of the Target Date, the Long Stop Date and the Drop Dead Date as set out in Schedule 1 of the Development Agreement, as extended from time to time pursuant to and in accordance with the Development Agreement;

"Minimum Requirements" has the meaning given to that expression in the Development Agreement;

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

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

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

"Planning Acts" means all Enactments relating to town and country planning;

"Planning Agreement" means any agreement and/or undertaking required by the Local Planning Authority to be entered into as a condition of the grant or implementation of any planning consent, including any agreement pursuant to any one or more of section 38 or section 278 of the Highways Act 1980, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, section 106 of the Act (as amended by the Planning and Compensation Act 1991) or section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Premises or any provision of similar intent and any variation, amendment or modification to it;

"Planning Permission" means the planning permission dated [] issued by [] under reference [];¹

"Premises" means Block [] forming part of the land situate at 108 Blackhorse Lane and 47 Sutherland Road, Walthamstow, London comprising the Area as specified in the Particulars which is shown edged red on the annexed plan marked "Plan []" (and references to Premises shall include any part or parts of it);

"Premium" has the meaning given to it in Land Registry Prescribed Clause LR.7;

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

"Request for Information" shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Premises, this Lease or any activities or business of the Landlord;

"Tenant" includes the person who is from time to time entitled to the Term;

"Tenant's obligations" means every tenant covenant, as defined by the 1995 Act, of this Lease and of every collateral agreement, as so defined;

"Term" means the shorter of :

- (i) 125 years from and including the date of this Lease; or
- (ii) the period from the date of this Lease until the date the Block Headlease for the Premises is granted;

"Title Matters" means the matters contained or referred to in (or in the documents contained or referred to in) the entries on the register of the title(s) under which the Landlord holds the Premises;

"Unit" means any Dwelling and/or Commercial Unit;

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for, or levied in addition to, it);

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday;

"Works" means the works to carry out and complete the Development; and

"Works Period" means the period from and including the Unconditional Date until the Final Practical Completion Date for the Works.

¹ Insert details of Satisfactory Planning Permission when granted

2. INTERPRETATION

- 2.1 Where a Party includes two or more persons, the covenants made by that Party are made by those persons jointly and severally.
- 2.2 Words implying persons include any person or entity capable of being a legal person.
- 2.3 A reference to an obligation by either Party:
- 2.3.1 not to do or omit anything is also an obligation not to permit or suffer it being done or omitted by anyone deriving title from or tolerated by the person owing the obligation or by its or their employees or agents and to prevent or, as appropriate, to require it to be done;
 - 2.3.2 to do or not omit anything is also an obligation to procure it; and
 - 2.3.3 to make any payment or deposit requires it to be made so that the payee receives full value in cleared sterling funds on the date the payment is due or the deposit is made.
- 2.4 A reference to:
- 2.4.1 any Enactment includes all modifications, extensions, amendments and re-enactments of such statute in force for the time being and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under them or deriving validity from them;
 - 2.4.2 a person entering the Premises extends to anyone authorised by that person and to remaining on the Premises with equipment;
 - 2.4.3 a demand means a written one; and
 - 2.4.4 any act, default or omission by the Tenant includes any act, default or omission by anyone who claims through the Tenant or any of their employees, agents or visitors.
- 2.5 A reference to a numbered clause, schedule, paragraph or part is a reference to the relevant clause, schedule, paragraph or part in this Lease.
- 2.6 Headings to clauses, schedules, paragraphs and parts are for convenience only and do not affect the meaning of this Lease.
- 2.7 The words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words.
- 2.8 References to the completion of a transfer or other disposal mean the execution, delivery and completion of the relevant document(s), and not their subsequent registration.
- 2.9 Where the consent or approval of the Landlord is required, such consent or approval must be in writing and be signed by [a director] (or such other officer as shall have been notified by the Landlord to the Tenant as being the appropriate officer for such purposes) and, in every case, before the act requiring it and any statement that the consent or approval will not be unreasonably withheld also means that it will not be unreasonably delayed.
- 2.10 All monies payable under the terms of this Lease are, or shall be deemed to be, exclusive of VAT.

3. DEMISE

- 3.1 In consideration of the Premium and any other sums payable by the Tenant to the Landlord under this Lease and the Tenant's obligations, the Landlord **HEREBY DEMISES** to the Tenant with full title guarantee **ALL THAT** the Premises but **EXCEPT AND RESERVING** to the Landlord (and those authorised by it) for the benefit of the Adjoining Land and the owners and occupiers thereof the rights, easements and privileges set out in Part B of Schedule 1 **TO HOLD** the same unto the Tenant for the Term **SUBJECT** to all Title Matters and to all rights, easements, quasi easements and privileges affecting the Premises **PAYING THEREFOR** the yearly rent of ONE POUND (if demanded) on the anniversary of the date of this Lease.

4. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

4.1 Development

To comply with the obligations on the part of the developer in the Development Agreement insofar as they relate to the Premises or the Works (as the case may be).

4.2 Rent

To pay (if demanded) the rent reserved by this Lease on the days and in the manner set out in clause 3.

4.3 Interest

To pay Interest on any sum payable to the Landlord by the Tenant under this Lease which is not paid when payment is due from the date on which such sum fell due for payment to the date of actual payment (as well after as before any judgment obtained).

4.4 VAT

To pay on demand to the Landlord the equivalent of any VAT which the Landlord incurs on any amount for which the Tenant is required to pay, reimburse or indemnify the Landlord but only to the extent the Landlord is not entitled to credit for such VAT and the Landlord is to provide a tax invoice to the Tenant if and when it is statutorily obliged to do so.

4.5 Outgoings

To pay all present and future rates, taxes, levies, costs, charges, impositions, claims, assessments and outgoings whatsoever assessed on, or attributable to, the Premises, its use and occupation (except in relation to any Unit which has been disposed of to a Purchaser or other third party and any land which is the subject of a transfer in accordance with clause 6) now or at any time imposed or charged on the owner or occupier and to pay all charges for utilities consumed on the Premises.

4.6 Indemnity

To indemnify the Landlord from and against all consequences of claims, demands and liabilities howsoever arising from the use or occupation of the Premises or their condition or any breach of the Tenant's obligations.

4.7 Use

4.7.1 Not to use the Premises or exercise any right granted by this Lease other than for the construction but not the occupation or operation of the Development and/or the Works.

4.7.2 Not to do anything on the Premises which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring land [or cause or give rise to the significant possibility of significant harm to the health of living organisms and other interference with the ecological systems of which they form part or cause pollution of ground or surface water].

4.8 Alienation

4.8.1 Not to assign, underlet, transfer (save as provided by and then in accordance with clauses 6.4 and 6.6), charge, mortgage, hold on trust, share or part with possession of, or grant any licence or interest in respect of, the Premises or any part of it or agree to do so, save that the Tenant shall be permitted with the consent of the Landlord (such consent not to be unreasonably withheld) to charge this Lease to an Approved Funder or to the Landlord pursuant to clause 11.5 of the Development Agreement.

- 4.8.2 Within 14 days after the date of every dealing, charge or other devolution of any estate or interest in or derived out of this Lease, to give notice of the relevant transaction to the Landlord and to produce to it a certified copy of the document effecting the devolution (and in the case of an Approved Funder such notice shall contain an address for service within England and Wales for the Approved Funder).

4.9 Payment of costs

To pay to the Landlord on a full indemnity basis all proper costs and expenses (including solicitors' costs and surveyor's fees) incurred in connection with:

- 4.9.1 the preparation and service of any notice under section 146 of the Law of Property Act 1925 and any proceedings under sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the Court;
- 4.9.2 taking action to forfeit this Lease, whether or not it is forfeited; and
- 4.9.3 any notice and any application for consent under this Lease even if the application is withdrawn or properly refused or if the proposal requiring consent does not proceed.

4.10 Official communications

On the receipt of any notice, order, direction or other communication from any competent authority affecting or likely to affect the Premises whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any other person whatsoever, the Tenant shall:

- 4.10.1 so far as such notice, order, direction or other communication or the Enactment under or by virtue of which it is issued or the provisions of this Lease require it so to do comply with them at its own expense; and
- 4.10.2 promptly deliver to the Landlord a copy of such notice, order, direction or other communication.

4.11 Repair

- 4.11.1 Subject to clause 4.11.2, well and substantially to repair the Premises and maintain and keep them in good and substantial repair and condition and to keep the Premises clean.
- 4.11.2 During the Works Period, to keep the part or parts of the Premises subject to the Works in a safe and secure condition.

4.12 Reinstatement

- 4.12.1 At the end of the Term quietly to yield up the Premises to the Landlord in accordance with the Tenant's obligations.
- 4.12.2 On Termination of this Lease (as defined in clause 7), where the Tenant as developer has carried out any Development and/or Works pursuant to the Development Agreement, if and to the extent required by the Landlord in writing following the Termination of this Lease, the Tenant shall as quickly as reasonably practicable at the Landlord's request and in a good and workmanlike manner reinstate the works comprising the Development and/or the Works which has been carried out and clear the Premises to the Landlord's reasonable satisfaction.

4.13 Alterations

The Tenant shall not make any alterations or additions to the Premises provided that the Tenant shall be permitted to carry out the works required to complete the Development in accordance with the Planning Permission and the Approved Plans.

4.14 Remedying breaches

To remedy any breach of the Tenant's obligations, immediately after notice of the breach is given to the Tenant and to pay the Landlord on demand and as a debt, recoverable as if it were rent in arrears, all costs and expenses properly incurred by or on behalf of the Landlord in remedying any breach of the Tenant's obligations.

4.15 Obligations affecting the reversion

To comply with all obligations affecting the Premises and not to interfere with any rights which benefit them, including all Title Matters.

4.16 Compliance with Enactments and Planning Law

4.16.1 To comply with all Enactments relating to the use and occupation of the Premises and to the employment of people in and on them and to anything which the Tenant does in connection with this Lease (whether the requirement is imposed upon the owner or occupier) and the Development Agreement and not to do or omit anything which imposes a liability on the Landlord.

4.16.2 To comply with Planning Law relating to the Premises and their use.

4.17 Preservation of rights

4.17.1 To preserve all easements and other rights belonging to the Premises and not to give any acknowledgement that they are enjoyed by consent.

4.17.2 Not to do or omit anything which might subject the Premises to any new encumbrance, to notify the Landlord, without delay, of anything which might have that effect and to comply with its reasonable requests about taking appropriate preventative action.

5. LANDLORD'S COVENANTS

The Landlord agrees with the Tenant:

5.1.1 That the Tenant may peacefully hold and enjoy the Premises without any interruption by the Landlord or any person rightfully claiming under or in trust for it.

5.1.2 If requested by the Tenant, the Landlord as landowner will enter into any transfers, leases, easements, licences or other agreements with any public authority in connection with the Adoptable Common Services or any service media and any ancillary apparatus on terms approved by the Landlord subject to the Tenant entering into an indemnity (in a form required by the Landlord) indemnifying the Landlord against all liability for all costs, obligations and liabilities in connection or arising therefrom provided that this clause shall be subject to the overriding rights of the Landlord to require transfers to be made to the [Management Company] [the relevant authority or the Tenant] pursuant to clauses 6.2 and 6.3.

6. [TRANSFERS]

6.1 Transfers of freehold and leasehold interests

The Tenant and the Landlord each agree with the other to comply with their respective obligations relating to the transfer(s) of the Freehold or the grant of any Block Headlease (each as defined in the Development Agreement) contained in clause [21] and Schedule 3 of the Development Agreement insofar as they relate to the Premises.

6.2 Transfer of Common Areas

The Landlord agrees with the Tenant to join in, at any time at the Landlord's request, a transfer of the whole or any part of the Common Areas to a Management Company in such

form as the Tenant shall reasonably require and the Tenant shall surrender the Tenant's interest in the Common Areas (or the relevant part of them).

6.3 Transfer of Common Services and Highways

The Landlord and the Tenant agrees to enter into, at any time at the request of either party, any leases, transfers, easements, licences, agreements or other document with any public or statutory authority or with an energy services company in connection with any Common Services or Highways or matters ancillary to them in a form acceptable to the Landlord (acting reasonably) (including any surrender of the Tenant's interest in any land the subject of those documents).

6.4 Transfer of remainder of Premises

Following the issue of the Final Completion Certificate, the Landlord shall transfer to the Tenant and the Tenant shall accept the transfer of the remainder of the Premises (if any), the freehold of which is still vested in the Landlord and which is not the subject of any other provision for transfer under the Development Agreement, in such form as the Landlord shall reasonably require, provided that (whether or not a Final Completion Certificate has been issued) the Landlord may by notice to the Tenant:

6.4.1 require that the whole or part of the remainder of the Premises be transferred to the [Management Company] [highway or other competent authority] as highway public open space or other amenity land; and/or

6.4.2 require that the whole or part of the remainder of the Premises be transferred to the Tenant,

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

6.5 General provisions relating to transfers

Notwithstanding the completion of any transfer pursuant to the Development Agreement or under this Lease, the provisions of this Lease shall remain in full force and effect in respect of anything remaining to be done by the Tenant or the Landlord (as applicable) and the completion of any transfer is not to be treated as an acknowledgment by the Landlord that all money due from the Tenant to the Landlord in respect of the transfer has been paid or that the Tenant has complied with any other obligations on its part.

6.6 Grant of Lease[s]

The Tenant shall enter into any of the Block Headleases or transfers provided for in Schedule 3 of the Development Agreement in accordance with the requirements of that Schedule.

7. FORFEITURE

7.1 Without prejudice to any other remedies and powers contained in this Lease or otherwise available to the Landlord if:

7.1.1 the Development Agreement is lawfully determined; or

7.1.2 a Termination Event (as defined in the Development Agreement)

the Landlord may, notwithstanding the waiver of any previous right of re-entry, re-enter the Premises and on such re-entry this Lease shall absolutely determine, but without prejudice to any right of action the Landlord has for any prior breach of the Tenant's obligations

PROVIDED ALWAYS THAT

- 7.1.3 the Landlord shall serve written notice on any Approved Funder setting out in detail the breach or breaches complained of and advising that the Landlord proposes to exercise its rights under this clause 7.1 to terminate this Lease;
- 7.1.4 any such Approved Funder shall have the right within 20 Working Days of service of the Landlord's notice referred to above to elect to remedy such breach or breaches and to provide to the Landlord a deed of covenant in a form previously approved by the Landlord (such approval not to be unreasonably withheld or delayed) whereby the Approved Funder undertakes to discharge all existing and future obligations of the Tenant under and in accordance with the provisions of this Lease; and
- 7.1.5 in the absence of such election or if the breach or breaches have not been remedied in accordance with the deed referred to above the Landlord may exercise its right under this Clause and terminate this Lease.

8. NOTICES

8.1 Any notice under this Lease:

- 8.1.1 must be in writing, addressed to the relevant party at a correct address; and
- 8.1.2 may be served by:
 - (A) post or personal delivery (but not by facsimile, e-mail, other electronic means of transmission, any document exchange nor by any other means);
 - (B) an agent of the serving party but not on an agent of the party to be served.

8.2 An addressee's correct address is any of:

- 8.2.1 the registered office of a corporate addressee;
- 8.2.2 an address for service within the United Kingdom as last notified by a foreign party to the serving party, if the addressee is a foreign party; and
- 8.2.3 any postal address in the United Kingdom which appears, on the date the notice is dispatched by post or delivered by personal delivery, as the Tenant's address on the proprietorship register of this Lease if it comprises a registered estate.

8.3 For the purpose of calculating any notice period associated with the service of a notice, the period begins on the date the notice is given to the party to be served.

8.4 A notice is given:

- 8.4.1 by post, on the date of the second (or, if earlier receipt is proved, the first) day after the date when the notice is posted; and
- 8.4.2 by personal delivery, on the date when the notice is delivered, to a correct address of the party to be served.

8.5 In this lease any reference to giving notice is synonymous with notifying and vice versa; and "give", "send", "serve" and "deliver" are synonymous.

8.6 A foreign party agrees to maintain and keep [each] [the] other Party notified of a correct address for the purposes of clause 8.2.2 at all times.

8.7 A copy of any notice served under this Lease must also be simultaneously sent to the Approved Funder

9. NO REPRESENTATION OR WARRANTY

The Landlord shall not be deemed to have made any representation or warranty (and no exercise of any of the Landlord's powers under this Lease constitutes any representation or warranty) as to the fitness or suitability of the Premises for the purposes of the Development or the Works or any other specific purpose and the Tenant declares that:

- 9.1.1 no oral representation has been made to the Tenant prior to the date of this Lease by the Landlord or its agents concerning the subject matter of this Lease which has influenced, induced or persuaded the Tenant to enter into this Lease; and
- 9.1.2 it has been provided with all information necessary to assess the state and condition of the Premises and has been afforded full opportunity to enter the Premises to conduct such surveys as it wished and has entered into this Lease upon the basis of the express provisions of this Lease.

10. EXERCISE OF STATUTORY OR PLANNING POWERS

- 10.1 It is agreed between the Parties that nothing contained or implied in this Lease shall prejudice or affect the Landlord's rights, powers and duties and the obligations of the Landlord under all public and private statutes, orders and regulations or otherwise so that the same may be as fully and effectually exercised by the Landlord in relation to the Development and the Premises as if the Landlord were not the owner of the Premises and this Lease had not been entered into by it.

11. CONFIDENTIALITY

- 11.1 Unless the Landlord notifies the Tenant otherwise, the Tenant will treat as confidential all documents and information provided by the Landlord to the Tenant or otherwise arising during or in connection with the Development or this Lease ("Confidential Information") and the Confidential Information shall not be used by the Tenant except for the purposes for which it was made available. Confidential Information shall not (subject to the provisions of clauses 11.2 and 11.3) be disclosed by the Tenant to any other person without the Landlord's which may be withheld at the Landowner's absolute discretion (and in respect of the subject matter of this clause 11.1 the parties have agreed that 15 Working Days is a reasonable period for the Landlord to communicate any decision to the Tenant).
- 11.2 To the extent necessary to implement the provisions of this Lease ("Permitted Purpose"), the Tenant may disclose the Confidential Information to those of its employees and sub-contractors as it may be reasonably necessary or desirable so to do provided that before any such disclosure the Tenant shall use its best endeavours to make those employees and sub-contractors aware of the Tenant's obligations of confidentiality under this Lease and shall at all times procure compliance with those obligations by those employees and sub-contractors.
- 11.3 The obligations imposed by this clause 11 shall not apply to any Confidential Information which:
 - 11.3.1 at the time of disclosure is in the public domain;
 - 11.3.2 after disclosure enters the public domain by publication or otherwise through no fault of the Tenant;
 - 11.3.3 is developed entirely independently of information disclosed or obtained under this Lease and from a source lawfully disclosing such information;
 - 11.3.4 is required to be disclosed by law; or
 - 11.3.5 is lawfully made available to the Tenant from sources independent of the Landlord.
- 11.4 This clause 11 does not prevent the Landlord or the Tenant from using data processing techniques, ideas and know-how gained during the Term in the furtherance of the Landlord's normal business, provided that this does not relate to a disclosure of Confidential Information or any infringement by the Landlord of the Tenant's or any third party's intellectual property rights.

12. LAND REGISTRY

- 12.1 Where the grant of this Lease or any right appurtenant to it, or any dealing with or out of this Lease, requires to be completed by registration under the Land Registration Act 2002

in order to operate at law, the Tenant shall comply with the relevant registration requirements and, as soon as practicable, to provide the Landlord's solicitors with an official copy of the register evidencing the registration.

12.2 On the Termination of this Lease, the Tenant shall:

12.2.1 apply to the Land Registry for the cancellation of any notice of this Lease and any document supplemental or collateral to it and to supply the Landlord with a copy of the application; and

12.2.2 subject to clause 12.2.1, to return the documents referred to in that paragraph to the Landlord.

13. EXCLUSION OF THIRD PARTY RIGHTS

The Parties confirm that no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

14. FREEDOM OF INFORMATION

14.1 The Tenant [and the Guarantor] acknowledge[s] that the Landlord is subject to legal duties which may require the release of Information under FOIA and/or EIR and that the Landlord may be under an obligation to provide Information subject to a Request for Information. The Parties acknowledge that such Information may include matters relating to, arising out of or under this Lease and any information provided by the Tenant prior to the date of this Lease.

14.2 The Landlord shall be responsible for determining in its absolute discretion whether:

14.2.1 any Information is Exempted Information or remains Exempted Information; or

14.2.2 any Information is to be disclosed in response to a Request for Information, and in no event shall the Tenant [and/or the Guarantor] respond directly to a Request for Information to which the Landlord is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Landlord, unless otherwise expressly authorised to do so by the Landlord.

14.3 Subject to clause 14.4, the Tenant acknowledges that the Landlord may be obliged under FOIA or EIR to disclose Information:

14.3.1 without consulting the Tenant; or

14.3.2 following consultation with the Tenant and having taken (or not taken, as the case may be) its views into account.

14.4 Without in any way limiting clauses 14.2 and 14.3, in the event that the Landlord receives a Request for Information, the Landlord will, where relevant, as soon as reasonably practicable notify the Tenant and the Approved Funder.

14.5 The Tenant will assist and co-operate with the Landlord as requested by the Landlord to enable the Landlord to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

14.5.1 transfer any Request for Information received by the Tenant to the Landlord as soon as practicable after receipt and in any event within five Working Days of receiving a Request for Information;

14.5.2 provide all such assistance as may be required from time to time by the Landlord and supply such data or information as may be requested by the Landlord;

14.5.3 provide the Landlord with any data or information in its possession or power in the form that the Landlord requires within ten Working Days (or such other period as the Landlord may specify) of the Landlord requesting that Information;

14.5.4 ensure that all Information produced in the course of this Lease or relating to this Lease is retained for disclosure; and

- 14.5.5 permit the Landlord to inspect all records retained in accordance with clause 14.5.4 as requested from time to time.
- 14.6 Nothing in this Lease will prevent the Landlord from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.
- 14.7 This clause 14 shall not survive the termination of this Lease.
- 15. NO IMPLIED RIGHTS**
- 15.1 Neither the Tenant nor the Premises is, or will be, entitled to any type of right over any land of the Landlord and, if anything is enjoyed over such land in the future, it will be enjoyed by revocable consent.
- 15.2 Clause 15.1 does not apply to any right described in Part A of Schedule 1.
- 15.3 The Tenant may not enforce, or prevent the release or modification of, any type of right or obligation attaching to the Landlord's interest in any land so as to prevent or restrict its development or use.
- 15.4 Any provision of this Lease which would, apart from this provision, be in conflict with this clause takes effect subject to it.
- 15.5 The Tenant is not entitled to any monopoly of trading or protection from competition.
- 16. COMPENSATION**
- Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent lawful.
- 17. LAW, JURISDICTION AND SEVERANCE**
- 17.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and within the exclusive jurisdiction of the English courts, to which the Parties irrevocably submit.
- 17.2 Each Party agrees that any claim form or other document to be served under the Civil Procedure Rules may be served on it by being delivered to or left at a correct address for the purposes of clause 8.2.
- 17.3 If any provision of this Lease is void or prohibited under any Enactment due to any applicable law, it shall be deemed to be deleted and the remaining provisions of this Lease shall continue in force.
- 18. CHARITY CLAUSE**
- The Property will as a result of this lease be held by the Tenant, an exempt charity.

IN WITNESS whereof this deed has been executed by the Parties and is intended to be and is hereby delivered on the date first above written.

SCHEDULE 1

GRANTS AND RESERVATIONS

PART A

RIGHTS, EASEMENTS AND PRIVILEGES

[Necessary rights to be agreed between the parties acting reasonably following submission of the Planning Application pursuant to the DA and inserted]

PART B

EXCEPTIONS AND RESERVATIONS

1. The right to build, alter or extend any building on any other land of the Landlord as it thinks fit, notwithstanding that access of light and air to the Premises may be diminished.
2. A right, at reasonable times on reasonable prior notice (or at any time and without notice in an emergency), to enter the Premises to:
 - 2.1 investigate whether the Tenant has complied with the Tenant's obligations;
 - 2.2 take any measurement, valuation, inventory, environmental or other survey or photograph of the Premises;
 - 2.3 remedy any breach of the Tenant's obligations which:
 - 2.3.1 the Tenant:
 - (A) has not started to remedy within 28 days after notice of the breach has been given to it; or
 - (B) having started to remedy, is not diligently continuing to remedy; or
 - 2.3.2 in the Landlord's reasonable opinion, needs to be remedied urgently;
- 2.4 discharge any obligation imposed on the Landlord in connection with the Premises under any Enactment and to discharge any function, including the exercise of any right, the Landlord has under this Lease; and
- 2.5 for any other reasonable purpose in the context of the Development,
provided that if the Landlord exercises any of the rights by carrying out work on the Premises, it shall make good any damage caused to them as soon as reasonably practicable, unless the right is exercised because of some breach of the Tenant's obligations.

ANNEXURES

1 Plans

EXECUTED by the Parties as a Deed

Executed as a deed by)

GLA LAND AND PROPERTY LIMITED)

Acting by a Director in the presence of:)

Signature of Witness :

Name of Witness :

Address :

.....

.....

Occupation:

EXECUTED AS A DEED by affixing)

The Common Seal of **CATALYST HOUSING LIMITED**)

hereto in the presence of:-)

)

)

Director

Director / Company Secretary

[OR:]

EXECUTED AS A DEED by
[LIMITED] [PLC]
acting by a directors
in the presence of:

)
)
)
)

Director

Signature of witness

.....

Name of witness

(in BLOCK CAPITALS)

.....

Address of witness

.....

.....

.....

.....

Annexure 2 – Form of Legal Charge

dated

Catalyst Housing Limited

(as Chargor)

and

GLA Land and Property Limited

(GLA)

Fixed Charge Over Land

(To: The Chief Land Registrar. Note: This Charge contains (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of GLA to enter a restriction in the Proprietorship Register and (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of GLA to enter a notice on the Charges Register.)

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Deed

dated

Parties

- (1) **Catalyst Housing Limited** (registered in England with number Charitable Registered Society Number 14561R whose registered office is at Ealing Broadway, 26-30 Uxbridge Road, Ealing W5 2AU (the **Chargor**); and
- (2) **GLA Land and Property Limited** (registered in England with number 07911046 whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL (**GLA**).

Introduction

- (A) GLA has entered into the Development Agreement and Building Lease with the Chargor in accordance with the terms of the Development Agreement.
- (B) It is a requirement under the Development Agreement that the Chargor enters into this deed in certain circumstances (as set out in the Development Agreement).

Agreed terms

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Development Agreement (as defined below) shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed unless the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Charged Assets means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to GLA by the Chargor under this deed;

Collateral Rights means all rights, powers and remedies of GLA provided by or pursuant to this deed or by law;

Competent Authority means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law;

Consents means and includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by, of or from any governmental or other authority, the local planning authority, landlord, funder, adjoining land owner or any other person required to undertake the Development;

Dangerous Substance means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the

Environment or public health and includes, but is not limited to, any controlled, special, hazardous, toxic, radioactive or dangerous waste or substance;

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security;

Environment means the environment as defined in section 1(2) of the Environmental Protection Act 1990;

Environmental Claim means any claim by any person:

- (a) in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws; or
- (b) that arises as a result of or in connection with Environmental Contamination and that could give rise to any remedy or penalty (whether interim or final) that may be enforced or assessed by private or public legal action or administrative order or proceedings;

Environmental Contamination means the following and the consequences thereof:

- (a) any release, emission, leakage or spillage at or from any site owned or occupied by any person into any part of the Environment of any Dangerous Substance; or
- (b) any accident, fire, explosion or sudden event which adversely affects the Environment and which is attributable to the operations, management or control of any site owned or occupied by any person including (without limitation) the storage, handling, labelling or disposal of Dangerous Substances;

Environmental Consents means all licences, authorisations, consents or permits of any kind under or relating to Environmental Laws including any conditions which attach thereto, which relate to or affect the Charged Assets and which is required by Environmental Law;

Environmental Law means any common or statutory law, regulation, publicly available code of practice, circular or guidance note (if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with) issued by any official body, concerning the protection of human health, the workplace or the Environment;

Event of Default means any breach of the Development Agreement, the Building Lease or this Agreement;

Development means the re-development of the Property pursuant to the Development Agreement;

Development Agreement means the agreement dated [●] between the Chargor and GLA under which the Chargor is required to pay the Price to GLA;

Fixtures includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property;

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Charged Assets;

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and other such risks as GLA may, from time to time, require including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other incidental expenses;

Permitted Disposition has the meaning given to that term in the Building Lease (as such term is defined in the Development Agreement) for the Real Property;

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any orders, regulations or permissions (which are legally binding upon the Chargor or its assets) made, issued or granted under or by virtue of those Acts or any of them;

Real Property means:

- (a) all the leasehold property in England and Wales specified in schedule 1 (being the Building Lease (as such term is defined in the Development Agreement) granted by the GLA in favour of the Chargor as shown edged [red] on the Plan(s) appended at Appendix 1 to this Deed;
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property; and
- (c) all Related Rights;

Receiver means a receiver or receiver and manager of the whole or any part of the Charged Assets;

Related Rights means, in relation to any Charged Asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

Secured Liabilities means all the money and liabilities now or hereafter due, owing or incurred to GLA by the Chargor under the terms of the Development Agreement (including, without limitation, under any amendments, supplements or restatements of it) in any manner whatsoever, and all costs charges and expenses incurred by GLA in connection therewith and **Secured Liability** means any one of these obligations;

Security means the security constituted by or pursuant to this deed; and

Tax includes any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them.

1.2 Interpretation

In this deed references to:

- 1.2.1 the **Chargor** or **GLA** where the context admits include a reference to its respective successors, assigns and/or transferees;
- 1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
- 1.2.3 words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;
- 1.2.4 this deed or to a provision of this deed, or any other document are references to it as amended, restated, supplemented or novated from time to time;
- 1.2.5 the words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word 'other' (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.6 statutory provisions, enactments or EC Directives will include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive, whether before or after the date of this deed.

1.3 Headings

The clause, paragraph and schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

1.4 Third party rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

2 Payment of Secured Liabilities

2.1 Covenant to pay

The Chargor covenants with GLA that it will, on demand when they become due for payment, discharge all of the obligations which it may at any time have to GLA in respect of the Secured Liabilities, provided that neither such covenant nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

2.2 Interest on demand

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated on a daily basis at the rate referred to in the Development Agreement compounded (if unpaid) at such intervals as GLA may determine. Such interest will be calculated on the basis of a 365 day year according to the usual practice of GLA.

3 Security

3.1 Fixed charges

The Chargor hereby charges in favour of GLA with full title guarantee for the payment and discharge of the Secured Liabilities by way of fixed charge all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

3.1.1 the Real Property;

3.1.2 all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;

3.1.3 the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets;

3.1.4 all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets.

3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to GLA with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.2.1 all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Charged Assets;
- 3.2.2 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property; and
- 3.2.3 the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers, contractors or sub-contractors or manufacturers, suppliers and installers of any Fixtures in each case in connection with the Real Property.

4 The Land Registry and further advances

4.1 Land registration

The Chargor hereby consents to an application being made to the Land Registry by or on behalf of GLA to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert the date of this deed*] in favour of GLA Land and Property Limited (GLA) referred to in the Charges Register (or their conveyancer) or without a certificate signed by their conveyancer that the provisions of clause 6 of the charge dated [*insert the date of this deed*] in favour of GLA referred to in the charges register have been complied with or that they do not apply to the disposition".

4.2 Implied covenants

For the purposes of Rule 68 of the Land Registration Rules 2003, the covenants set out in Section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this deed.

5 Further assurance

5.1 Further assurance: general

The Chargor will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as GLA may specify (and in such form as GLA may require in favour of GLA or its nominee(s)):

- 5.1.1 to perfect or protect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights; and/or
- 5.1.2 to facilitate the realisation of the Charged Assets; and/or

- 5.1.3 to obtain all necessary consents to procure the registration of this deed at Companies House and, in respect of the Real Property, at the Land Registry or on the Land Charges Register as appropriate.

5.2 Consents

The Chargor will obtain (in form and content satisfactory to GLA) as soon as possible any consents necessary to enable the relevant assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 3.1 and 3.2 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to GLA.

5.3 Preservation of rights

Neither the obligations of the Chargor contained in this deed nor the rights, powers and remedies conferred in respect of the Chargor upon GLA under the Development Agreement or Building Lease or by law shall be discharged, impaired or otherwise affected by:

- 5.3.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 5.3.2 any of the obligations of the Chargor or any other person under the Development Agreement or Building Lease being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.3.3 time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under the Development Agreement or Building Lease or under any such other security;
- 5.3.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Development Agreement or Building Lease or under any such other security;
- 5.3.5 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's obligations under the Development Agreement or Building Lease; or
- 5.3.6 any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon GLA by the Development Agreement or Building Lease or by law.

6 Negative pledge and disposal restrictions

6.1 Negative pledge

- 6.1.1 Save as permitted by the Development Agreement or Building Lease, the Chargor will not, without the prior written consent of GLA, create, or permit to arise, or continue (in favour of any person other than GLA) any Encumbrance

over the Charged Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets..

6.2 Disposal of fixed charge assets

6.2.1 Save as permitted by the Development Agreement or Building Lease and subject to Clause 6.2.2, the Chargor will not, without the prior written consent of GLA (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the whole or any part of the Charged Assets charged or assigned by clauses 3.1 and 3.2 or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

6.2.2 Clause 6.2.1 does not apply to any Permitted Disposition.

7 Representations and warranties

7.1 Duration and to whom made

The representations and warranties made by the Chargor in this clause 7 will remain in force for (and will be deemed repeated on each day falling during the period for which the Secured Liabilities are outstanding, and are given to GLA.

7.2 Matters represented

Except as disclosed in writing to GLA or in any certificate of title addressed to GLA on or prior to the date of this deed or on or prior to the date the Real Property becomes subject to a fixed charge hereunder:

7.2.1 the Chargor is the legal and beneficial owner of the Charged Assets;

7.2.2 the Chargor has disclosed to GLA full details of all inspections, investigations, studies, surveys and other analyses commissioned by it in relation to environment matters in respect of the Charged Assets and any adjoining land;

7.2.3 the Chargor is, and has at all times been, in compliance with Environmental Law and there is no Environmental Claim which is current, pending or threatened against it and there are no past or present acts, omissions, events or circumstances that could form the basis of any Environmental Claim against it;

7.2.4 there are no circumstances that may prevent or interfere with it obtaining or being in compliance with any Environmental Consent in the future and no action is pending or threatened by any authority against it which would result in any Environmental Consent being revoked, suspended or varied; and

7.2.5 the Chargor has obtained and is, and has at all times been, in compliance with Environmental Consents and no circumstances exist which might reasonably be expected to prevent or interfere with such compliance in the future.

7.3 Security created

Subject to registration at Companies House, the Financial Services Authority, the Land Registry or at the Land Charges Registry as appropriate, this deed creates those security interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

8 General undertakings

8.1 Not to jeopardise the Security

Other than carrying out the Development in accordance with the terms of the Development Agreement, the Chargor will not do or allow to be done anything which would or might reasonably be expected to decrease the value of the Security to GLA (other than fair wear and tear arising from the use of the Charged Assets in the ordinary course of business) or the effectiveness of the Security created by this Deed.

8.2 Law

The Chargor will comply with all applicable laws and regulations affecting the Charged Assets.

9 Real Property

The Chargor undertakes to GLA at all times:

9.1 Repair

to keep the Real Property in good and substantial repair and condition except as required or otherwise contemplated by the Development Agreement or Building Lease;

9.2 Outgoings

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Real Property;

9.3 Covenants

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Real Property or the use or enjoyment of it;

9.4 User

to use the Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

9.5 Planning

to comply with all necessary Consents in respect of the Real Property and in particular to procure that no work constituting development for which planning permission is required under the Town and Country Planning Act 1990 is carried out without having obtained detailed planning consent and to comply with any conditions attached to any planning consent relating to or affecting the Real Property and not to carry out any development on or of the Real Property other than as contemplated by the necessary Consents and the Loan Agreement and the Development Agreement;

9.6 Information

at the request of GLA promptly to provide GLA with such documents or information relating to the Real Property or its development as GLA may reasonably require;

9.7 Leases

where the Real Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

- 9.7.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessee, tenant or licensee;
- 9.7.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessor or licensor; and
- 9.7.3 not without the prior written consent of GLA to grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Real Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or underletting of any interest in the Real Property;

9.8 Environmental matters

- 9.8.1 to obtain and maintain all necessary Environmental Consents and comply in all material respects with all Environmental Law applicable to it; and
- 9.8.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, dumped, released deposited, buried or emitted at, on, from or under any premises owned, leased, occupied, controlled or used by the Chargor in circumstances where this results or could be expected to result in a liability on the Chargor.

10 Insurance

10.1 Insured Risks

Except where insured by the lessor of any Real Property, the Chargor will insure all of the Charged Assets (which are of an insurable nature) against:

- 10.1.1 the Insured Risks;
- 10.1.2 loss of rents payable by the tenants or other occupiers of the Real Property for a period of three years;
- 10.1.3 third party and public liability; and
- 10.1.4 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

10.2 Replacement value

Any insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, 'replacement value' means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.

10.3 Insurance company

Any insurance required under this clause must be with an insurance company or underwriters acceptable to GLA.

10.4 Application

Subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied:

10.4.1 in replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which GLA may agree; or

10.4.2 (on and from the date this Deed is enforceable) if GLA so directs and the terms of the relevant insurances allow in or towards satisfaction of the Secured Liabilities.

10.5 Co-insurance/Note of interest

The Chargor will procure and ensure that such insurance policy contains such provision for the protection of GLA as GLA may from time to time reasonably require.

10.6 Avoidance of policy

The Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.

10.7 Premiums

The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.

10.8 Return of policy

The Chargor will, promptly at the request of GLA, produce to GLA the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium.

11 Power to remedy

In the case of default by the Chargor in repairing or keeping in repair or insuring the Charged Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit GLA or its agents and contractors to enter on the Charged Assets and to comply with or object to any notice served on the Chargor in respect of the Charged Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as GLA may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep

GLA indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 11.

12 Enforcement of Security

12.1 Enforcement

At any time after the security created by or pursuant to this deed becomes enforceable, GLA may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

12.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets; and/or

12.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this deed) on mortgagees and by this deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

12.2 Possession

If GLA, any Receiver or any delegate of any such person will take possession of the Charged Assets, it or he may at any time relinquish such possession.

12.3 No liability as mortgagee in possession

GLA will not be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets to which a mortgagee in possession might otherwise be liable.

12.4 Power of sale

The power of sale under this deed may be exercised notwithstanding that GLA or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between GLA and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

12.5 Receiver's liability

All the provisions of clause 12.3 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or GLA or any officer, employee or agent of GLA, any Receiver or any delegate.

13 Extension and variation of the Law of Property Act 1925

13.1 Extension of powers

The power of sale or other disposal conferred on GLA and on any Receiver by this deed will operate as a variation and extension of the statutory power of sale under Section 101

of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on execution of this deed.

13.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this deed or to the exercise by GLA of its right to consolidate all or any of the security created by or pursuant to this deed with any other security in existence at any time or to its power of sale, which powers may be exercised by GLA without notice to the Chargor.

13.3 Power of leasing

The statutory powers of leasing may be exercised by GLA at any time and GLA and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

13.4 Non-application

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 3 being:

13.4.1 the words 'other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about' in Section 3(1);

13.4.2 the words 'except to the extent that' and all words thereafter in Section 3(2); and

13.4.3 Section 6(2).

13.5 Application

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by GLA or any Receiver in the exercise of any powers conferred by this deed will be applied in the following order:

13.5.1 in the payment of:

(a) all costs, charges, liabilities and expenses incurred by GLA or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and

(b) any Receiver's remuneration;

13.5.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;

13.5.3 in or towards the satisfaction of the Secured Liabilities in such order as GLA determines; and

13.5.4 in the payment of any surplus to the Chargor or other person entitled to it.

13.6 The Chargor will have no rights in respect of the application by GLA of any sums received, recovered or realised by GLA under this deed.

14 Appointment of Receiver

14.1 Appointment and removal

At any time after the security created by or pursuant to this deed becomes enforceable, GLA may by deed or otherwise (acting through an authorised officer of GLA), without prior notice to the Chargor:

14.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

14.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and

14.1.3 appoint another person(s) as an additional or replacement Receiver(s).

14.2 Capacity of Receivers

Each person appointed to be a Receiver under this deed will be:

14.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

14.2.2 for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for GLA; and

14.2.3 entitled to remuneration for his services at a rate to be fixed by GLA from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

14.3 Statutory powers of appointment

The powers of appointment of a Receiver will be in addition to all statutory and other powers of appointment of GLA under the Law of Property Act 1925 (as extended by this deed) or otherwise and such powers will remain exercisable from time to time by GLA in respect of any part of the Charged Assets.

15 Powers of Receiver

15.1 Powers

Any receivers appointed by GLA will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:

15.1.1 to take possession of and generally to manage the Charged Assets and any business of the Chargor;

15.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party;

- 15.1.3 to carry out on any Real Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
- 15.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Real Property;
- 15.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- 15.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 15.1.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 15.1.8 to call any uncalled capital of the Chargor with all powers conferred by the articles of association of the Chargor in relation to calls;
- 15.1.9 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 15.1.10 to purchase materials, tools, equipment, goods or supplies;
- 15.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
- 15.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Chargor's Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 15.1.13 to make any elections for value added tax purposes; and
- 15.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

16 Protection of purchasers

16.1 Consideration

The receipt of GLA or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, GLA or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

16.2 Protection of purchaser

No purchaser or other person dealing with GLA or any Receiver will be bound to inquire whether the right of GLA or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of GLA or such Receiver in such dealings.

17 Effectiveness of Security

17.1 Continuing Security

The security created by or pursuant to this deed will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by GLA.

17.2 Cumulative rights

The security created by or pursuant to this deed and the Collateral Rights will be cumulative, in addition to and independent of every other security which GLA may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by GLA over the whole or any part of the Charged Assets will merge into the security constituted by this deed.

17.3 No prejudice

Neither the security nor the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the security or any Collateral Right.

17.4 Remedies and waivers

No failure on the part of GLA to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

17.5 No liability

None of GLA, its nominee(s) or any Receiver will be liable by reason of:

17.5.1 taking any action permitted by this deed; or

17.5.2 any neglect or default in connection with the Charged Assets; or

17.5.3 taking possession of or realising all or any part of the Charged Assets,

except in the case of negligence or wilful default or fraud upon its part.

17.6 Partial invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the security

intended to be created by or pursuant to this deed is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the security.

17.7 Other Security

GLA will not be obliged to resort to any guarantees, indemnities, Encumbrances or other means of payment now or hereafter held by or available to it before enforcing this deed and no action taken or omitted by GLA in connection with any such guarantees, indemnities, Encumbrance or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will GLA be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Encumbrances or other means of payment.

17.8 Variation

No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by GLA.

18 Release of Security

18.1 Redemption of Security

Upon the Secured Liabilities being discharged in full and GLA not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, GLA will, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to GLA pursuant to this deed, in each case subject to clause 18.2 and without recourse to, or any representation or warranty by, GLA or any of its nominees.

18.2 Avoidance of payments

If GLA considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this deed and the security constituted hereby will continue and such amount shall not be considered to have been irrevocably paid.

18.3 Retention of Security

Where GLA has reasonable cause to be concerned that the Chargor is or may become insolvent, GLA may retain this deed, the Security and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Assets.

19 Subsequent Encumbrances

If GLA at any time receives or is deemed to have received notice of any subsequent Encumbrance affecting all or any part of the Charged Assets or any assignment or transfer of the Charged Assets which is prohibited by the terms of this deed, all payments thereafter by or on behalf of the Chargor to GLA will be treated as having been credited to

a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the Chargor received such notice.

20 Assignment

20.1 Right of GLA to assign

GLA may at any time assign or otherwise transfer all or any part of its rights under this deed.

20.2 Restriction on Chargor

The Chargor may not assign or transfer any of its rights or obligations under this deed.

20.3 Confidentiality

GLA may give such information relating to the Chargor and the Chargor's Secured Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from GLA and/or to enter into contractual relations with GLA with respect to this deed.

21 Expenses, stamp taxes and indemnity

21.1 Costs

Each party shall pay its own costs in connection with the negotiation, preparation, and execution of this deed and the completion of the transactions and perfection of the security contemplated in this deed.

21.2 Expenses

The Chargor shall, forthwith on demand, pay to GLA the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:

21.2.1 in connection with the variation or amendment of, or enforcement or preservation of any rights under this deed; or

21.2.2 in investigating any Event of Default which has occurred,

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

21.3 Stamp taxes

The Chargor will pay all stamp, stamp duty land tax, registration and other taxes to which this deed, the security contemplated in this deed or any judgement given in connection with it is or at any time may be subject and will, from time to time, indemnify GLA on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

21.4 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security:

- 21.4.1 be liable for and will indemnify GLA in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to GLA or otherwise or any claim by any third party arising out of or in the course of or caused or contributed to by the Chargor and/or the performance or non performance or delay in performance by the Chargor of its obligations under this deed except to the extent that the same is due to any act or neglect of GLA; and
- 21.4.2 be liable for and shall indemnify GLA against any expense, liability, loss, claim or proceedings arising directly or indirectly from or in connect with any breach of the terms of this Agreement by or otherwise through the default or negligence of the Chargor.

22 Payments free of deduction

- 22.1 All payments by the Chargor under or in connection with this deed shall be made without set-off or counterclaim, free and clear of and without any deduction or withholding, including, without limitation, for or on account of all taxes except for taxes which must be deducted by law.
- 22.2 If the Chargor is required by law to make any deduction or withholding the Chargor shall:
- 22.2.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;
- 22.2.2 forthwith pay to GLA such additional amount as may be determined by GLA to be necessary to ensure that after making any required deduction or withholding GLA receives and retains a net amount equal to the full amount which would have been received had no deduction or withholding been required;
- 22.2.3 pay to the applicable taxation or other authorities within the period for payment permitted by law the full amount of the deduction or withholding; and
- 22.2.4 supply to GLA, within the period for the payment permitted by law, an official receipt of the applicable taxation or other authorities for all amounts deducted or withheld.
- 22.3 Without prejudice to any other provisions of this deed, if:
- 22.3.1 GLA is required by law to make any payment on account of taxes (other than taxes on its overall net income) on or in relation to any sum received or receivable by GLA under or pursuant to this deed; or
- 22.3.2 any liability in respect of any such payment is imposed, levied or assessed against GLA,
- the Chargor shall on demand by GLA indemnify GLA against such payment or liability together with any interest, penalties and expenses payable or incurred in connection with it.

23 Discretion and delegation

23.1 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by GLA or any Receiver may, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

23.2 Delegation

Each of GLA and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this deed (including the power of attorney) on such terms and conditions as it sees fit which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by GLA or the Receiver itself or any subsequent delegation or revocation thereof.

24 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, will be the period of 80 years from the date of this deed.

25 Counterparts

This deed may be executed in any number of counterparts and each counterpart will when executed be an original of this deed and all counterparts together will constitute one instrument.

26 Constitutive documents

The Chargor hereby certifies that its creation of this deed in favour of GLA does not contravene any of the provisions of the Companies Act 1985 to 2006, its memorandum and articles of association or rules or, in the case of a limited liability partnership or limited partnership, the partnership deed constituting the Chargor.

27 Reorganisation

This deed will remain binding on the Chargor notwithstanding any change in the constitution of GLA or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this deed will remain valid and effective in all respects in favour of GLA and for any assignee, transferee or other successor in title of GLA.

28 Set off

GLA may set off any obligation due from the Chargor under this deed against any obligation owed by GLA to the Chargor (whether actual or contingent, present or future), regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, GLA may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

29 Payment of monies

29.1 Date for payment

Where neither the Development Agreement or Building Lease nor this deed specified the due date for payment of any monies owed by the Chargor to GLA such monies will be due and payable to GLA by the Chargor on demand.

29.2 Certificates

A certificate signed by an official of GLA as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law.

30 Communication

30.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of any party to the other party's registered office as set out at the beginning of this deed or to such other addresses a party may from time to time notify to the other in writing provided that such other address is within England and Wales.

30.2 Any notice shall be deemed to be given by the sender and received by the recipient:

30.2.1 if delivered by hand, when delivered to the recipient;

30.2.2 if delivered by the Recorded Delivery Service, three (3) Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

31 Governing law

This deed will be governed by and is to be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising in connection with this deed.

This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

Schedule 1

Details of Real Property

Real Property Description	Administrative Area	Title Number or Root of Title
[<i>insert details of relevant building lease</i>]	[]	[]

APPENDIX 1
PROPERTY PLAN(S)

EXECUTED by the Parties as a Deed

Executed as a deed by)
GLA LAND AND PROPERTY LIMITED)
Acting by a Director in the presence of:)

Signature of Witness :

Name of Witness :

Address :
.....
.....

Occupation:

EXECUTED AS A DEED by affixing)
The Common Seal of **CATALYST HOUSING LIMITED**)
hereto in the presence of:-)
)
)

Director

Director / Company Secretary

Annexure 3 – Form of Works Access Licence

DATED _____

GLA LAND AND PROPERTY LIMITED

and

LICENCE TO USE

PARTICULARS

- | | | |
|----|--|---|
| 1. | LICENSOR | GLA LAND AND PROPERTY LIMITED
Windsor House
42-50 Victoria Street
London
SW1H 0TL
Registered Company No 07911046 |
| 2. | LICENSEE | |
| 3. | LICENCE PERIOD | |
| 4. | AUTHORISED ACTIVITY | |
| 5. | LICENCE FEE | |
| 6. | DEPOSIT | |
| 7. | AUTHORISED PREMISES | |
| 8. | PUBLIC LIABILITY SUM | £5,000,000 for any one occurrence or series thereof consequent upon or attributable to one source or original cause, but unlimited in any one period of insurance |
| 9. | LICENSEE'S PUBLIC LIABILITY INSURANCE POLICY | Insurer:

Policy No:

Renewal Date: |

This Licence comprises the above Particulars, the Specific Requirements and the Standard Terms and Conditions for Licences (where not inconsistent with the Specific Requirements) both of which are annexed hereto.

STANDARD TERMS AND CONDITIONS FOR LICENCES

General

1. The Licensee shall pay to the Licensor the Licence Fee in respect of the Licence Period and the Deposit (where applicable).
2. The Licensor grants the Licensee authority to enter upon the Authorised Premises for the duration of the Licence Period and for the purpose of the Authorised Activity only.
3. The Licensee shall not be entitled to exclusive possession of any part of the Authorised Premises and shall remain on the Authorised Premises only during such hours as may be permitted from time to time by the Licensor and notified to the Licensee.
4. All and any costs and expenses (including if appropriate any additional costs in respect of electricity, gas, security, highways management or insurance premiums) incurred by the Licensor in connection with this Licence may be deducted by the Licensor from the Deposit. Any additional costs incurred by the Licensor in excess of the Deposit shall be payable by the Licensee on demand.
5. When on the Authorised Premises the Licensee shall comply with all proper and relevant requirements imposed by the Licensor, the Local Authority, and/or any other competent body or authority.
6. The Licensee shall comply with all statutory requirements and all requirements imposed by or under any statute bye-law regulation or order including where appropriate all harbour regulations and harbourmaster's instructions and current Notices to Mariners and without prejudice to the generality of the foregoing the Licensee shall in particular make appropriate arrangements for all the rescue services and protection of quay sides whether required by statute or not.
7. The Licensee shall obtain all necessary permissions, consents and approvals from the local or any other competent authority or body required in connection with the Authorised Activity and will comply with all published codes of practice relating to the carrying out of such works.
8. The Licensee will at all times comply with the Licensor's health and safety policy, a copy of which will be made available to the Licensee on request.
9. The Licensee shall not exercise the rights granted under this Licence in such a way as to cause any inconvenience, nuisance, annoyance, damage or injury to the Licensor or any other person or to the property of the Licensor and shall fully indemnify the Licensor from and against all liability in respect thereof.

10. The Licensors give no warranty as to the state or condition of the Authorised Premises or its suitability for Authorised Activity.
11. The Licensee shall enter upon and use the Authorised Premises at its own risk and the Licensors exclude liability to the Licensee its agents, servants, employees, guests or others on the Authorised Premises. Nothing in this clause shall exclude or limit the Licensors' liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.
12. The Licensee agrees to indemnify the Licensors against any actions proceedings, claims, demands, losses, damages, costs, expenses and liability for damage or injury to person or property occurring on the Authorised Premises or in obtaining access or egress therefrom and arising, inter alia, directly or indirectly from or in connection with this Licence or the presence of the Licensee on the Authorised Premises or the activity hereby authorised.
13. The Licensors shall be under no responsibility to provide any statutory services including specifically water, gas, electricity, or mains drainage and the Licensee shall not introduce or connect the Authorised Premises with the same without the prior written approval of the Licensors and the provision of any such services shall remain the sole responsibility of the Licensee.
14. The Licensee shall not carry out or suffer or permit to be carried out any repairs to any vehicles standing on the Authorised Premises during the Licence Period.
15. The Licensee shall take all reasonable and proper precautions against fire or explosion occurring on or in the Authorised Premises.
16. The Licensee shall ensure that all times during the Licence Period the Authorised Premises are kept secure so as to prevent entry by unauthorised persons.
17. This Licence is personal to the Licensee and may not be assigned or otherwise dealt with.
18. Where more than one person is named as Licensee the liability of such persons shall be joint and several.
19. A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.
20. This Licence shall be governed by English law and disputes arising under or in connection with this Licence shall be referred to the exclusive jurisdiction of the English Courts.

Insurance

21. If details of the Licensee's public liability insurance policy do not appear in the Particulars to this Licence the Licensee shall prior to the date hereof pay to the Licensors the amount of any premium required by the Licensors for public liability

insurance in connection with the Licensee's use of the Authorised Premises. If details of the Licensee's public liability insurance policy appear in the Particulars to this Licence the Licensee shall keep such policy in force throughout the Licence Period for a sum insured of not less than the Public Liability Sum and shall promptly pay all premiums due and shall from time to time forthwith on demand produce to the Licenser for inspection the insurance policy or a copy thereof and if the Licensee fails to keep such insurance in force as aforesaid the Licensee shall pay to the Licenser on demand the amount of any premium required for public liability insurance in connection with the Licensee's use of the Authorised Premises.

22. For the purposes of this Licence the Licensee's public liability insurance policy shall include (but shall not be limited to) insurance against all liability of the Licensee and the Licenser in respect of injury or damage to or loss of property or to any interest therein and injury, illness, disease or death to or of any person arising from any activity of the Licensee, whether authorised or not, on or about the Authorised Premises or in obtaining access thereto or egress therefrom.
23. The Licensee shall at all times during the Licence Period comply with all the requirements and recommendations of the Licenser's or the Licensee's (as the case may be) public liability insurers and shall not do anything that may cause any policy of insurance to become void or voidable wholly or in part nor (unless the Licensee has previously notified the Licenser and has paid the increased premium to the Licenser) anything whereby any additional insurance premium may become payable and shall fully indemnify the Licenser against any breach of this clause.

Termination

24. Either party may determine this Licence on the giving of not less than one working day written notice.
25. This Licence shall cease forthwith and without notice:
 - 25.1 if the Licensee is in breach of any of the terms of this Licence and shall have failed to remedy the breach (if capable of remedy) within the timescales specified in any notice served on the Licensee by the Licenser; and
 - 25.2 if a receiver is appointed over any property or assets of the Licensee, the Licensee is insolvent and/or goes into liquidation or the Licensee (being an individual) is the subject of a bankruptcy petition.
26. On the expiry of the Licence Period or earlier termination of this Licence the Licensee shall vacate the Authorised Premises and remove all equipment and property belonging to the Licensee or to any person on the Authorised Premises with the Licensee's authority.
27. The Licensee shall leave the same in a good, clean and tidy state of condition to the satisfaction of the Licenser and shall forthwith make good all damage occasioned to the Authorised Premises. If the Licensee does not comply with this obligation, the Licenser shall be entitled to deduct the cost of any

necessary remedial works from the Deposit and any costs incurred by the Licensors and not covered by the remaining Deposit shall be payable by the Licensee on demand.

SPECIFIC REQUIREMENTS

28. The Licensee shall deliver a satisfactory risk assessment and supporting evidence to the Licensors's managing agents. The Licensee shall monitor all identified risks and be responsible for actioning any problems that arise during the Licence Period.
29. The Licensee shall be responsible for the security of its vehicles and equipment on the Authorised Premises at all times during the Licence Period.
30. The Licensee shall notify the appropriate security firm (details of which shall be provided by the Licensors) of the name, address, telephone and mobile number of the Licensee's 24 hour contact liaison officer at least 1 day in advance of the commencement of the Authorised Activity.
31. Prior to entering the Authorised Premises the Licensee shall provide the above security firm with a list of all persons requiring access to the Authorised Premises during the Licence Period and advise the same security firm of any subsequent changes.
32. The Licensee is responsible for arranging for removal and replacing of the concrete blocks at the entrance to the site in order to gain access and egress from the site. This will be at the Licensees own cost and the Licensee is responsible for ensuring that access to the site is fully secured and at all times.

The Licensor hereby authorises this licence under the enclosed terms and conditions.

Signed

Name

For and on behalf of GLA Land and Property Limited

The Licensee hereby agrees to comply with all the terms and conditions of this Licence.

Signed

Name

For and on behalf of

Annexure 4 – Landowner's Works Specification



Greater London Authority (GLA)

Specification for Demolition

108 Blackhorse Lane/ 47 Sutherland Road, London E17 6BH
(also known as Webb's Industrial Site)

Project No. 289589-01 (05)

OCTOBER 2017

RSK



RSK DOCUMENT CONTROL

Project No.: 289589 01 (05)

Title: Specification for Demolition 108 Blackhorse Lane/ 47 Sutherland Road, London E17 6BH (also known as Webbs Industrial Site)

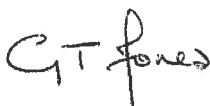
Client: Greater London Authority (GLA)

Date: 18 October 2017

Office: Hemel Hempstead

Status: Final

Author Gareth Jones
Director

Signature 

Date: 18 October 2017

RSK Environment Ltd (RSK) has prepared this report for the sole use of the client, showing reasonable skill and care, for the intended purposes as stated in the agreement under which this work was completed. The report may not be relied upon by any other party without the express agreement of the client and RSK. No other warranty, expressed or implied, is made as to the professional advice included in this report.

Where any data supplied by the client or from other sources have been used, it has been assumed that the information is correct. No responsibility can be accepted by RSK for inaccuracies in the data supplied by any other party. The conclusions and recommendations in this report are based on the assumption that all relevant information has been supplied by those bodies from whom it was requested.

No part of this report may be copied or duplicated without the express permission of RSK and the party for whom it was prepared.

Where field investigations have been carried out, these have been restricted to a level of detail required to achieve the stated objectives of the work.

This work has been undertaken in accordance with the quality management system of RSK.

Greater London Authority (GLA)

108 Blackhorse Lane & 47 Sutherland Road - Specification for Demolition and Associated Works

289589 01 (05)

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APPENDIX B – DRAWINGS B1- B12 SHOWING DIMENSIONS AND FORM OF CONSTRUCTION OF BUILDINGS TO BE DEMOLISHED

APPENDIX C - PHOTOGRAPH REPORT

ADDENDUMS

ADDENDUM 1 – SCHEDULE OF CONTACTS

ADDENDUM 2 – STRUCTURAL SCHEDULE OF BUILDING

A GENERAL

A.1 Definitions

This specification makes reference to the Supplier, the Main Contractor, the Consulting Engineer (Supervisor), the Project Manager, the Health & Safety Advisor and the Asbestos Removal Contractor. These are defined as follows: -

"The Supplier" is the person or firm tendering for demolition and asbestos removal works.

"The Main Contractor" is the person or firm appointed by the Client to carry out the demolition work and will be appointed as the Principal Contractor as defined in the Construction [Design and Management] Regulations 2015.

"The Consulting Engineer (Supervisor)" (CE) is RSK Environment (Materials & Structures).

"The Project Manager" is The Environment Partnership (TEP) Ltd.

"The Principal Designer" is the person appointed by the Client.

"The Asbestos Removal Contractor" is the firm appointed by the Main Contractor to carry out asbestos removal (Asbestos Removal Contractor may be part of main Contractor firm).

A.2 British Standards & BS Codes of Practice:

All materials, workmanship and, where appropriate, design, are to be in accordance with the appropriate current British Standard or BS Code of Practice, and in particular with BS 6187: 2011 Code of practice for full and partial demolition and BS 5228-1:2009 + A1:2014 Code of practice for noise and vibration control on construction and open sites. In those instances where this specification requires a higher standard, this is indicated in the text and takes precedence over the relevant British Standard or BS Code of Practice.

A.3 Construction Regulations:

The Main Contractor and his sub-contractors must carry out all work in accordance with the requirements of the Building Act 1984, the Health and Safety at Work etc. Act 1974, the Construction (Design and Management) Regulations 2015 and any other relevant legislation including the regulations of any authority competent to deal with matters of safety, health and welfare applicable to his work.

A.4 Risk Assessment

The Supplier shall supply all Risk Assessments and Method Statements for the proposed works as part of the tender package. These must be reviewed, updated and re-submitted before the start of work. No work may begin until the Risk Assessments and Method Statements have been approved by the Principal Designer.

B SCOPE OF WORKS – GENERAL

B.1 Scope:

The Main Contractor is to supply all plant and labour needed to complete the works outlined on the demolition drawing, to include the buildings, structures and above ground oil tanks and associated bund walls, which are to be demolished down to the upper level of the existing ground bearing slabs or surrounding ground level, whichever is the higher.

The existing ground bearing slabs and buried foundations to the various buildings are to be left intact.

The existing hardstandings across the site are to be left intact.

The raised ground and associated brick retaining wall to the north-east corner of the site is to be left intact.

No excavations of the ground are to be undertaken.

The tall brick built boundary walls at the north-east corner of the site are to be surveyed and following the results of the survey either left intact and propped in position or reduced in height or removed (see also specification item C5 and E6 and Pricing Schedule items A3, A4, A5 and D16). All other walls and hoardings forming the site boundary are to be left intact.

The operational brick built electricity sub-station in the south-east corner of the site is to remain untouched and unaffected by the works. The power supply to the sub-station is by EDF Power Networks, this enters the site along the corridor in the south-east corner of the site. This power cable is to remain live and in service.

The buildings are generally empty but some office furniture, plant and equipment are present in some of the buildings which shall be removed from site and disposed of as part of the works. The Supplier must visit the site and appraise the extent of furniture, plant and equipment to be removed.

The Main Contractor will be responsible for ensuring that all Water, Gas, Electric and other services entering the site have been certified as dead prior to commencement of the works. Temporary supply of services for the use of the Main Contractor (and any appointed Sub-Contractors) will be arranged by the Main Contractor.

All steelwork and timber is to be cut into transportable lengths on site and then removed from the site, other inert material such as brick and concrete shall also be reduced to a manageable size and removed from the site.

The Main Contractor will be responsible for 24 hour site security during the extent of the demolition and asbestos removal works.

B.2 Site and Ground Conditions:

The Supplier, by his own independent observations and enquiries, is to inform and satisfy himself fully as to the nature, extent and practicability of the works, the positions of any underground services and levels of subsoil or strata and all other matters that can in any way influence or affect the rates used in arriving at the lump sum price. No

claim by him for additional payment will be allowed on the grounds that he did not or could not foresee any matter which may in fact affect or have affected the execution of the works.

Disposal of all contaminated material will be to an appropriately licensed landfill site.

NOTE: Should any material be encountered during the works that has an unusual odour, colour or texture, it should be reported to the Consulting Engineer (Supervisor) immediately.

B.3 Plant and Equipment:

Plant and equipment are to be suitable, safe, and constantly available for the work entailed. Certificates must be supplied for all relevant plant and equipment. These must be provided to the Principal Designer before work starts.

B.4 Supervision:

The Main Contractor is to ensure that the work is directly supervised at all times by a competent person with appropriate experience and training. Where particular hazards are likely to be encountered, such as asbestos or prestressed concrete, the Main Contractor's supervisor must be competent to deal safely with such hazards. Where suspected asbestos insulation, insulation board or other asbestos items are encountered for which a license is required for their removal, the supervisor should stop works, contact the Consulting Engineer (Supervisor) and inform the Licensed Asbestos Contractor.

B.5 Materials:

All materials resulting from the demolition work will become the property of the Main Contractor and removed from site. Scrap value of materials removed off site to be reflected in Pricing Schedule items SC(i) and SC(ii)

B.6 Clearing up:

As soon as possible after completion of the work, the Main Contractor is to remove from the site all plant, equipment, materials and rubbish connected with the demolition, and leave the site tidy and safe. The two empty HGV containers are to be replaced on the site behind the entrance gates to prevent unauthorised vehicles entering the site. See Pricing Schedule item A8.

B.7 Preliminaries:

The Main Contractor is to provide all preliminaries required in connection with the works.

B.8 Temporary Crossings to Footways and Gated Entrances to the Site:

There is an existing dropped kerb and footway crossing in Blackhorse Lane (north-west of site) leading to a set of double gates giving vehicular access to the site. This is the access point that shall be used to gain entry on and off the site. No vehicles shall be left parked or waiting on Blackhorse Lane. It will be the responsibility of the Main Contractor to obtain any necessary licenses from the Local Authority associated with gaining vehicular access to the site. The Main Contractor will be responsible for maintaining the condition of the footway during the works and will provide the Consulting Engineer (Supervisor) with a detailed condition survey, including photographs, of the public highway where access is to be gained to the site, prior to commencement of the works and again on completion of the works. All necessary warning signage relating to the site entrance to advise members of the public that vehicles will be crossing the footway/cycleway is to be supplied and maintained by the Main Contractor. A suitable trained Banksman is to be present at vehicle entrances to supervise vehicle movement across the public footway to/from the main road.

Currently there are two empty HGV containers placed on the site behind the entrance gates to prevent unauthorised vehicles entering the site. The Main Contractor will be responsible for lifting these containers away from the entrance gates to a safe position on the site and then to place them back in to their original position behind the gates on completion of the work.

B.9 Watching and Lighting:

The Main Contractor is to provide all watching, lighting and continuous 24 hour site security in connection with the work and to keep the site secure as required by the Client. The Main Contractor will be responsible for costs associated with any unauthorised incursion and any damages arising whilst the site is within their possession.

B.10 Dangerous Materials:

The Main Contractor will be required to remove safely and dispose of any dangerous materials found on the site, in accordance with the requirements of the Regulations for the Control of Substances Hazardous to Health, The Carriage of Dangerous Goods and any other relevant legislation. The Consulting Engineer (Supervisor) will require a Certificate of Safe Disposal from him in respect of these dangerous materials. The Supplier (subsequently the Main Contractor) is to advise the Consulting Engineer (Supervisor) if he suspects the presence of dangerous materials not identified in this Specification. All work involving asbestos materials should be conducted in accordance with the Control of Asbestos Regulations 2012 and Approved Codes of Practice. All asbestos waste will be disposed of in accordance with the Hazardous Waste Regulations 2005 and the Environmental Protection Act 1990 'Duty of Care'. The Main Contractor will supply the Consulting Engineer (Supervisor) with copies of all Special



Waste Consignment Notes for both asbestos materials and contaminative material taken off site and Waste Transfer Notices for all other wastes, together with a copy of the Waste Haulier's Licence and details of the final disposal site(s) and their licences. Proof of Special Waste Consignment Notes must be submitted before any invoices for works are approved by the Client.

B.11 Inert material:

All inert hardcore and concrete material shall be removed from the site.

C SCOPE OF WORKS – SITE SPECIFIC

C.1 Drawings and Reports:

- Drawing A1 - Key plan showing the location of buildings
- Drawings B1 – B12 showing dimensions and form of construction of buildings to be demolished.
- Photograph report showing some details of the buildings
- See also the Pre-Construction Information that contains information relevant to asbestos, hazardous materials, contaminated land, structural inspections, invasive plants, unexploded ordnance, services and CCTV survey

C.2 Depth of Removal:

Demolish all roofs, floors, beams, columns and walls down to the upper level of the existing ground bearing slabs or surrounding ground level, whichever is the higher.

Existing above ground tanks (2 No.) are to be checked for contents by a competent person and a certificate issued to verify the nature of the liquid contained within (if any). Any liquid should then be drained out safely removed from site and disposed of to a licensed tip. The steel tanks should then be removed from site.

C.3 Hazardous Buildings or Construction:

Asbestos containing materials (ACM) are known to exist on the site, see report by A&E Asbestos Limited and further report by RSK Environment Ltd.

C.4 Services to be Protected and Retained:

There is an EDF Power Networks electricity supply cable to the sub-station located in the south-east corner of the site. This service is to remain live and in service.

All other services on the site should be disconnected but see Clause B1, scope above.

C.5 Structures to be Protected and Retained:

The tall brick walls and return wall to the north-east corner of the site forming the site boundary (see Fig.B8 in Appendix B) may be free-standing or in some way connected to adjacent buildings. These are to be surveyed as described in Pricing Schedule item A3 following which a decision will be taken to either install raking props to maintain the walls in position or otherwise to reduce the walls in height down to 3.0m, note that the return wall 2.85m long x 4.2m high may be fully removed. If the walls are reduced in height the finished height shall be a neat horizontal line free of defects below, requiring careful demolition down to an agreed level.

There is also a 1.0m high brick retaining wall to the north-east corner that retains soil at a higher level than the general site level. This retaining wall is also to remain undisturbed by the works. See Appendix A1 Key Plan for locations.

All boundary walls and hoardings are to be retained.

The brick built electricity sub-station to the south east corner of the site and its cable connection to the electricity grid is to be retained, to remain in service and not be affected by the works.

C.6 Items to be Protected or Set Carefully Aside:

The two empty HGV containers at the site entrance are to be set aside for and then reinstated back in their original position behind the entrance gates upon completion of the works by the Main Contractor.

C.7 Dangerous Materials and Operations:

Asbestos:

Refer to the requirements of Section G "Asbestos Removal". The Council referred to in Section G is: The London Borough of Waltham Forest.

Polychlorinated Biphenyls (PCB's):

Some electrical switchgear and transformers are located on the site, the Main Contractor is to engage a specialist contractor to remove this equipment and dispose of in an approved manner, considering the possibilities of the presence of PCB's.

Fuel Tanks:

Two small above ground fuel tanks are present on the site. The Main Contractor is to engage a specialist contractor to check and certify any contents of the tanks and then to safely remove/dispose of any liquid contents and then safely remove the tank and any surrounding brick bund ensuring that no liquid is permitted to enter and contaminate the ground.

Explosives:

Explosives are not permitted at this site for the purpose of demolition of buildings or structures. The site is a no smoking site.

C.8 Temporary Works:

Any temporary works required for the demolition of the existing buildings will be the responsibility of the Main Contractor and shall be designed and detailed by the same.

C.9 Site Inspection for Tender Purposes:

Please refer to information as specified within the Invitation to Tender.

C.10 Local Authority: - for the purpose of Notice of Intention to Demolish and Issue of Licences.

The Local Authority, as required under Section 29 of the Public Health Act 1961 and the Building Act 1984, is The London Borough of Waltham Forest. The Project Manager shall issue a notice to the Building Control Department 6 weeks prior to the commencement of demolition.

The Councils Planning Department will also be consulted by the Project Manager who will issue a "prior approval application" which gives the Local Authority the opportunity to decide if it wishes to agree the details of how it is intended to carry out the demolition and how the site will be left afterwards.

Tel: 020 8496 3000 (ask for Building Control)

C.11 Statutory Undertakers (Responsibility of the Main Contractor):

Water: Thames Water

Gas: Cadent Gas

Electricity supply: UK Power Networks

Refer also to list of additional contacts under Addendum 1.

C.12 Records:

The Main Contractor shall record significant voids either existing or created as a result of demolition works across the site, and the information will be recorded within the Health and Safety file and made available to the Client (GLAP).

D METHOD AND PROGRAMME OF WORKS

D.1 Method and Sequence:

Unless these have been defined elsewhere in this Specification and associated drawings, the Supplier is to submit with his Tender details of the sequence and method he proposes. This will be scrutinised as appropriate by the Client, the Project Manager, the Consulting Engineer (Supervisor) and the Principal Designer, who will then give their approval or other comments. The Main Contractor may not start demolition until he has received approval from the Project Manager. Such approval does not relieve the Main Contractor of his full responsibility for the notifiable work. The Licensed Asbestos Removal Contractor is required to submit 14 days notification to the HSE prior to commencing work with notifiable asbestos containing material.

D.2 Programme:

The Supplier is to submit with his tender a provisional programme showing the starting date stated by the Client and the anticipated duration of demolition operations carried out in the proposed sequence.

The price applies regardless of the number of visits and quantity of work available per visit unless otherwise agreed in writing.

The Client reserves the right to amend the programme dates given, the extent, order and speed of working at any time, for whatsoever reason. He will consider no claim due to any such amendment or cessation of the works.

D.3 Working Hours:

The Supplier is to allow for normal working hours as defined by the National Working Rule Agreement. No weekend working is allowed unless authorised by the Client and with full approval of the Local Authority who may have restrictions on weekend working. The Main Contractor will be required to abide by any time limitations posed by the Local Planning Authority or Building Control.

D.4 Completion on Time:

If the work is not complete by the end of the period stated to the Clients satisfaction, there will be liquidated damages resulting in a deduction in the sum payable in the amount of £250.00/day (for every day in a 5 day working week) for additional supervision and management costs.

E CARE AND PROTECTION

E.1 Protection of People:

The Main Contractor is to take all reasonable practical steps to avoid exposing any person to the risk of accident or health hazard caused by the demolition and asbestos removal works. This includes members of the public living or passing near the site.

E.2 Protection of Adjacent Property:

The Main Contractor is to take any precautions necessary to prevent debris or water entering, or any damage being caused to adjacent highways, property and those parts of the structure, including boundary walls or fences, which are not to be demolished. The Main Contractor will be responsible for payment of all costs associated with rectifying such damage. The Main Contractor is to rectify any damage so caused. He must also take all precautions necessary to prevent nuisance from smoke, dust, rubbish, noise, vibration and any other interference. See also Clause E6.

E.3 Nuisance:

The Main Contractor is to make every effort to minimise nuisance to the occupants of adjacent buildings and to the public in the vicinity of the site, including nuisance from smoke, dust, rubbish, noise, vibration, flood and any other interference.

His attention is drawn to Sections 60 and 61 of the Control of Pollution Act 1974 with reference to the control of noise in any demolition and construction works and to the need to obtain consents from the responsible Authority. The Main Contractor is to comply with all requirements and restrictions that may be imposed.

The Main Contractor is to display his name and contact details (including a phone number) on a board at the site entrance and also, prior to commencement of the demolition and asbestos removal works, to letter drop all business's and residencies that back onto the boundary of the site (in particular houses in Blenheim Road) to inform them of the nature of the works, working hours, the duration, and giving the Main Contractors contact details and telephone number.

E.4 Burning:

Burning of materials on site is prohibited.

E.5 Access for Adjoining Owners:

The Main Contractor is to take adequate precautions and execute all works necessary to prevent interference with the normal activities and free access of owners, tenants or

other occupiers to their own adjacent or nearby properties. He is required to assist the Client in maintaining and promoting good relations with these people.

E.6 New Support Works and Temporary Works:

The Main Contractor must provide all needles, dead, flying and raking shores required to support parts of the building that are not to be demolished or to provide support to adjacent property. He is to ensure their suitability and compliance with relevant British Standards. If such needles and shores must be left in position after completion of demolition, the Main Contractor is to submit the details, design and inspection requirements of such means to the Client for approval. Such approval does not relieve the Main Contractor of his full responsibility for the work.

This requirement is particularly relevant to the 2 No. tall brick built boundary walls and return wall to the north-east corner of the site. Refer to Appendix A1 site plan and Fig. B8 in Appendix B for details. These walls must be surveyed as described by Pricing Schedule item A3 and thereafter either shored up prior to the commencement of any demolition works and the area fenced off with Heras Fencing to prevent personnel gaining access within 25m of the walls or otherwise reduced in height to 3m above adjacent ground level, (note that the 2.85m long return wall will be fully demolished to ground level). Provisional items in the Pricing Schedule are provided for shoring up the walls for the duration of the works and a separate provisional item for the option to leave the shores in position after completion of demolition and also for reducing the walls in height and full removal of the return wall. Pricing Schedule items A4, A5 and D16 refer.

E.7 Existing Support Works:

If existing support works are to be demolished or stabilised, this work may be undertaken only after the Client has given his approval to the Main Contractor's proposals. Such approval does not relieve the Main Contractor of his full responsibility for the work.

E.8 Existing Services:

The Main Contractor is to ensure protection to the reasonable requirements of any Public or Statutory Authorities for their new or existing mains, pipes, cables and other apparatus during the progress of the works.

E.9 Trees:

There are generally no trees in the vicinity of the buildings to be demolished and none that exist either on the site or in adjacent property should be damaged in any way by the works. There are some areas of heavy shrub and foliage growth around some of the buildings and this may be cut back to facilitate access to demolish the buildings.

Following an invasive species survey, the presence of Giant Hogweed has been identified on site and a former location of Japanese Knotweed cleared by others. Refer to TCM Ltd., Japanese Knotweed Management and Eradication report in Appendix G, (for information only).

E.10 Site Security:

24 hour site security is to be provided. The Site is enclosed by a combination of brick boundary walls, timber fences and plywood panel hoardings. The Main Contractor is required to maintain these boundary structures in good repair for the duration of his works.

E.11 Clean Roads and Gullies:

The Main Contractor is responsible for keeping all drains, sewers, roads and ducts clean of spoil from his vehicles and those of his suppliers, subcontractors and visitors to the satisfaction of the Client, the Local Authority and the Local Constabulary.

F LOCAL AUTHORITY, STATUTORY UNDERTAKERS AND SERVICES

F.1 Notices, Consents and Licences:

The Main Contractor will give notices and will obtain consents and licences relating to both permanent and temporary works as appropriate from the Local Authority and Statutory Undertakers.

The Client will be responsible for obtaining any necessary licenses/consents in accordance with the Party Wall [etc] Act 1996.

The Main Contractor is to be responsible for obtaining all necessary licenses/consents for the disposal of all arisings during the period of demolition.

F.2 Confirmation of Notices, etc:

The Main Contractor must provide the Client with written confirmation that all such notices have been given and all such consents and licences have been obtained, and are to observe all requirements of such consents and licences. He may not start demolition until he has received this confirmation. The Licensed Asbestos Removal Contractor may not start work before the notification period of 14 days as submitted to the HSE.

F.3 Existing Mains and Services:

The Main Contractor will confirm that existing mains and services are already disconnected or otherwise arrange for disconnection. The Main Contractor may not start demolition in any given area of the site until he has given written confirmation to the Client that services in that area have been disconnected, and that any equipment that the various Statutory Undertakers, etc., wish to recover has been removed. Notwithstanding such confirmation, the Main Contractor must ensure that all necessary disconnections have been made.

F.4 Marking Services:

Where appropriate, the Main Contractor will mark the end of any disconnected service within the site with a marker post and sign indicating the service and its depth. He will mark the route of any live underground service through the site, which has to be maintained during demolition by posts and signs indicating the service and its depth. He will measure and record the position of live services and their termination points within the site on a drawing to be kept in the site office for general use and to be

provided to the Principal Designer for the Health and Safety file. The Main Contractor is to maintain all such marker posts and signs, and reinstate accurately any that he disturbs.

F.5 Sewers and Drains:

The Main Contractor is to seal all existing sewers and drains which connect with the Local Drainage Authority system before the start of demolition and to clean out and re-seal them after demolition has been completed. The Main Contractor is required to submit plans to the Consulting Engineer (Supervisor) for approval showing the drainage pipes that he proposes to seal up.

There is a main culvert that runs through the site which carries surface water across the site and must remain operational; this culvert cannot therefore be sealed up.

Drainage plans showing sewers and drains across the site are provided along with other statutory Undertakers service plans as part of the works information. See also the CCTV survey plan in Appendix H for the culvert location and approximate size.

The Main Contractor is required to mark out the line of the culvert on the ground and to plan his demolition and asbestos operations to avoid surcharge loading upon the culvert from plant, equipment or materials.

G ASBESTOS REMOVAL

Advice and requirements in connection with the removal and disposal of asbestos is given below:

Arrangements must be made for the safe removal of all asbestos containing materials prior to demolition commencing.

G.1 Advice

The Main Contractor shall seek specialist advice either internally from his own organisation or from an approved consultant/contractor with regard to all aspects of identification and safe removal of asbestos containing material.

G.2 Licensed Contractors

- a) Removal of asbestos insulation, asbestos coatings and asbestos insulation board may only be carried out by a Licensed Asbestos Removal Contractor (the Main Contractor/Subcontractor) who will be required to submit confirmation of his status to the Client, the Local Authority and the HSE.
- b) The Asbestos Removal Contractor must, before starting work on site, give the Client and the HSE notice of his intention to carry out work on asbestos material in accordance with the Asbestos (Licensing) Regulations 1983 SI No. 1649 as amended in 1998.
- c) The Asbestos Removal Contractor must submit a Method Statement for the Removal works, which comply with the Control of Asbestos at Work Regulations 2002 SI 2115 and all associated legislation, HSE guidance and Approved Codes of Practice. He is required to submit the Method Statement along with his notification to the HSE 14 days prior to commencing asbestos removal works on site.

G.3 Standards and Procedures

The following minimum standards and procedures must be strictly observed before and during asbestos removal.

G.3.1 Control of Noise and Pollution

- a) Sections 60 and 61 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition and construction works. The Main Contractor must tell the Client if it is necessary to obtain any prior consent from

the responsible Authority. The Main Contractor must then comply with all requirements and restrictions that may be imposed.

- b) The Main Contractor is to take all reasonable precautions to ensure the effective protection of all streams and waterways against pollution arising out of or by reason of the execution of the works.
- c) Removal of asbestos insulation, asbestos coatings and asbestos insulating board should be conducted in line with the HSE Guidance Document HSG 189/1 entitled 'Controlled Asbestos Stripping Techniques for Work Requiring a Licence'. Removal of asbestos cement should be carried out in line with the HSE Guidance Document HSG 189/2 entitled 'Working with Asbestos Cement'.

G.3.2 Safety, Health and Welfare of Workpeople

The Supplier's attention is drawn to the need to comply with the following documents (though this should not be considered exhaustive and is provided for guidance)

- a) The Factories Act 1961
- b) The Health and Safety at Work etc Act, 1974
- c) The Control of Asbestos at Work Regulations (2002) and the Control of Asbestos at Work (Amendment) Regulations 2002.
- d) L28 "Work with asbestos insulation, asbestos coating and asbestos insulating board" (Fourth Edition)
- e) L27 "Work with Asbestos" which does not normally require a licence. "Control of Asbestos at Work Regulations 2002. Approved Code of Practice" (Fourth Edition)
- f) Asbestos (Prohibitions) Regulations 1992
- g) The Special Waste Regulations, 1996 as amended
- h) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004
- i) The Asbestos (Licensing) Regulations 1983 and the Asbestos (Licensing) (Amendment) Regulations 1998
- j) Carriage of Dangerous Goods (Classification, packaging and labelling) and Use of Transportable Pressure Receptacles Regulations 1996
- k) Environmental Protection Act Part 2 (1990), (Duty of Care)
- l) Construction (Design and Management) Regulations, 2015
- m) The Control of Substances Hazardous to Health Regulations 2002
- n) EH50 – Training operatives and supervisors for work with asbestos insulation and coatings. HSE 1988.
- o) EH51 – Enclosures provided for work with asbestos insulation, coatings and insulating board. HSE 1999.

- p) EH47 – Provision, use and maintenance of hygiene facilities for work with asbestos insulation, asbestos coating and asbestos insulating board, HSE 2002.
- q) HSG 189/1 – Controlled asbestos stripping techniques for work requiring a licence. HSE 1999.
- r) HSG 189/2 – Working with asbestos cement. HSE 1999.
- s) Selecting respiratory protective equipment for work with asbestos. HSE 1999.
- t) MDHS 39/4 Asbestos fibres in air: sampling and evaluation by Phase Contrast Microscopy (PCM) under the Control of Asbestos at Work Regulations (HSE Books, 1995)
- u) MDHS 100 Surveying, sampling and assessment of asbestos-containing material (HSE Books, 2001)
- v) EH10 Exposure limits and measurement of airborne dust concentrations (HSE Books, 2001).

H USE OF EXPLOSIVES

H.1 Suitability

Explosives may not be used at the site.

I MISCELLANEOUS REQUIREMENTS

I.1 Use of the Site

The Main Contractor may use the site only for carrying out the contract works. He must obtain the Clients approval for siting spoil heaps, materials, plant, sheds, offices, etc, to suit the progress of the work. His price allows for all handling of these.

On site fuel storage and refuelling must only take place from an agreed fixed service point at a location agreed with the Client and care must be taken to avoid spillage of fuels and the area must be designed to contain any spillage. The carrying of drums of fuel in buckets to other machines is prohibited. Suitable design of the storage facility must be demonstrated (e.g. double skinned tank and/or bunding). Provisions must be made for containment and clean up.

I.2 Subletting

If the Main Contractor wishes to sublet part or all of the demolition work he is to obtain the prior written approval of the Client.

I.3 Publicity

The Main Contractor may neither take photographs nor permit them to be taken, or make any publication in connection with the works unless he has first obtained written permission from the Client.

I.4 Antiquities and Curios

All curios, coins and articles of antiquity or value found upon the site or disclosed when excavating or discovered in any way are, for the purpose of the Main Contractor, the property of the Client, and are to be handed personally to the Client. If he does not wish to retain such items, they become the property of the Main Contractor and he is to remove them immediately from the site.

Any discovery of human remains must be reported immediately to the Police (and by them to the Coroner) and all work in the immediate area must stop until notified by the Police.



APPENDIX A – DRAWING A1 – KEY PLAN SHOWING THE LOCATION OF BUILDINGS

DO NOT SCALE



RSK Environment Ltd
18 Frogmore Road
Hemel Hempstead
Hertfordshire
HP3 9RT

CLIENT:

TEP

SITE: 108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

TITLE:

Building Location Plan

PREP BY:

YA

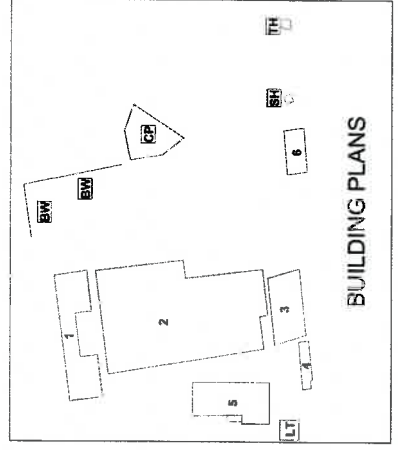
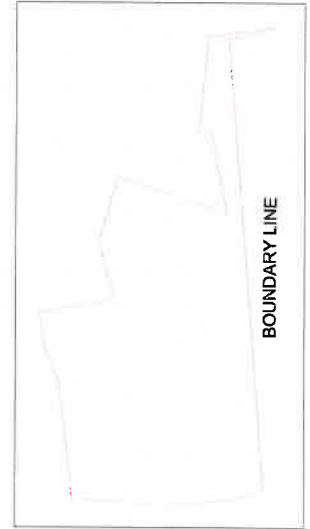
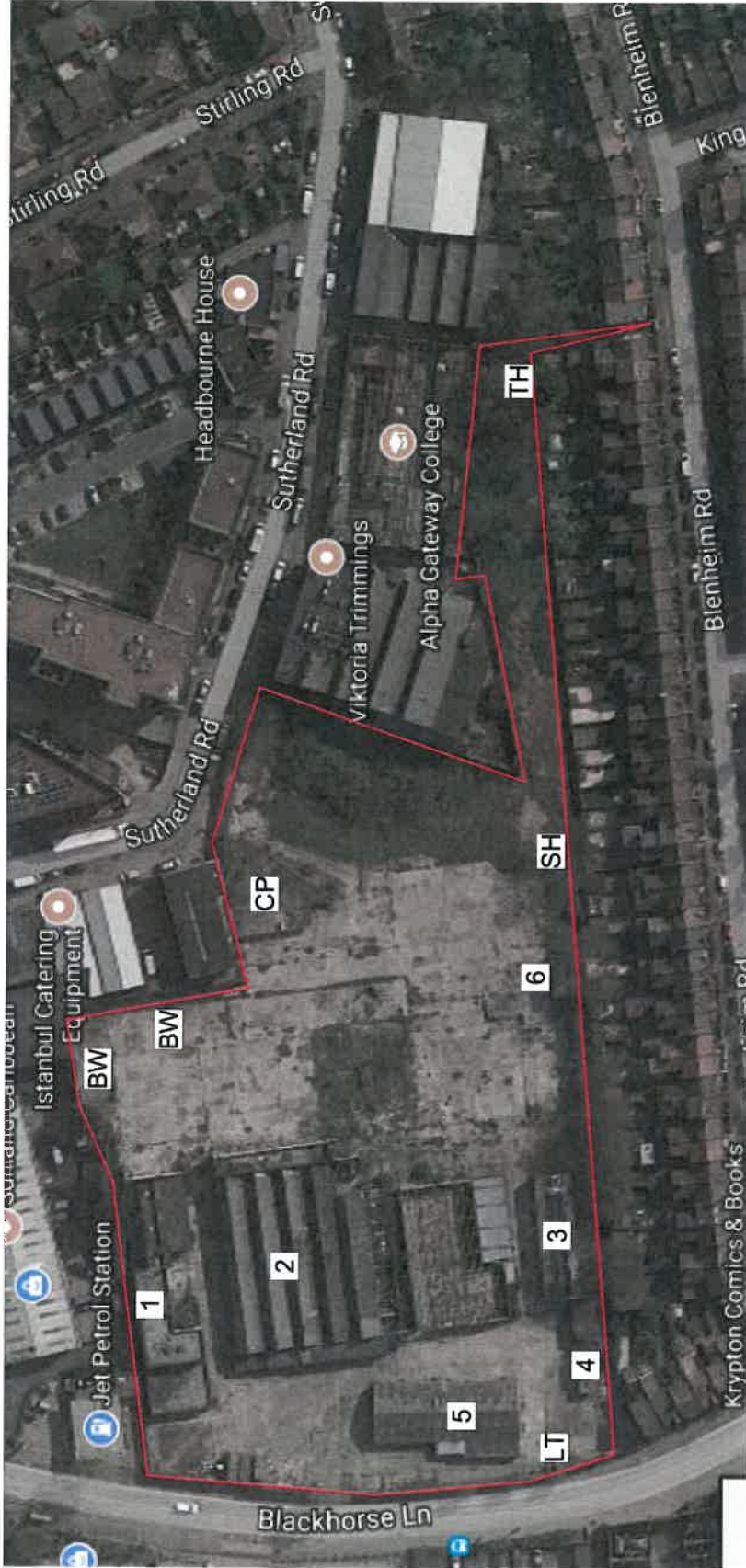
DATE: August 2017

JOB NO:

289589

FIG NO:

A1

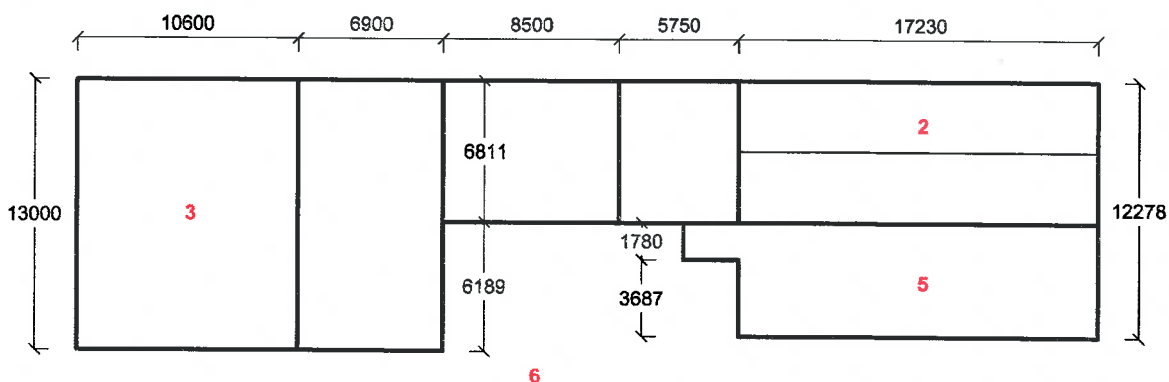


- KEY**
- 1 = Building Ref
 - TH = Transformer House
 - SH = Security Hut
 - BW = Boundary Wall
 - CP = Car Park
 - LT = Lean To and Oil Tank

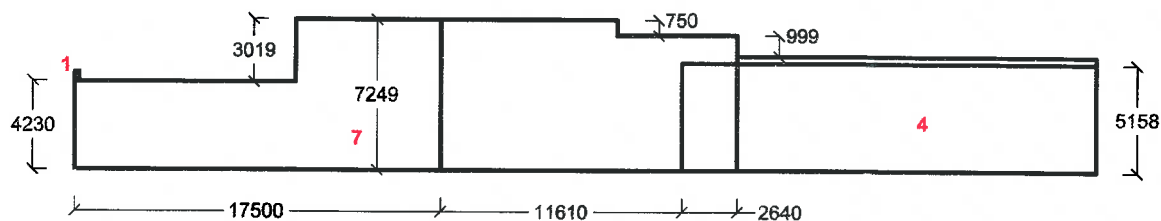


APPENDIX B – DRAWINGS B1- B12 SHOWING DIMENSIONS AND FORM OF CONSTRUCTION OF BUILDINGS TO BE DEMOLISHED

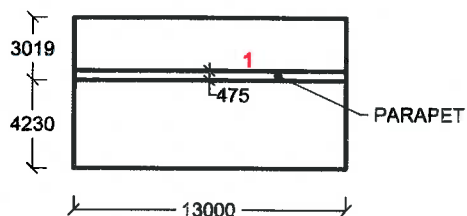
BUILDING 1



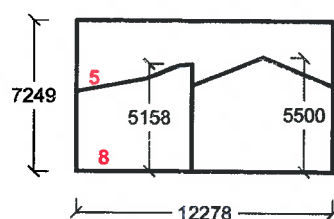
PLAN



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

NOTES

- 1 = PARAPET UPSTAND 475mm BRICKWORK
- 2 = LIGHT GAUGE ANGLE IRON STEEL TRUSSES
- 3 = FLAT ASPHALT ROOF
- 4 = TIMBER FRAME FRONT WALL
- 5 = TIMBER ROOF WITH CORRUGATED STEEL SHEETS
- 6 = 12.4m LONG 2.3m HIGH PALISADE FENCE TO REMOVE
- 7 = 330mm THICK WALLS TO GROUND FLOOR, 225mm TO UPPER FLOOR
- 8 = SLAB 1m HIGHER THAN EXTERNAL LEVEL SLOPING TO ZERO

BUILDING COMPRISES BRICK WALLS WITH SLABS ON STEEL BEAMS.
EITHER P.C. CONCRETE SLABS OR TIMBER FLOORS
BRICK WALLS ELSEWHERE EXCEPT LEAN TO WALL

Client :

TEP

Site :

108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

Date :

SEPT 2017

Job No.

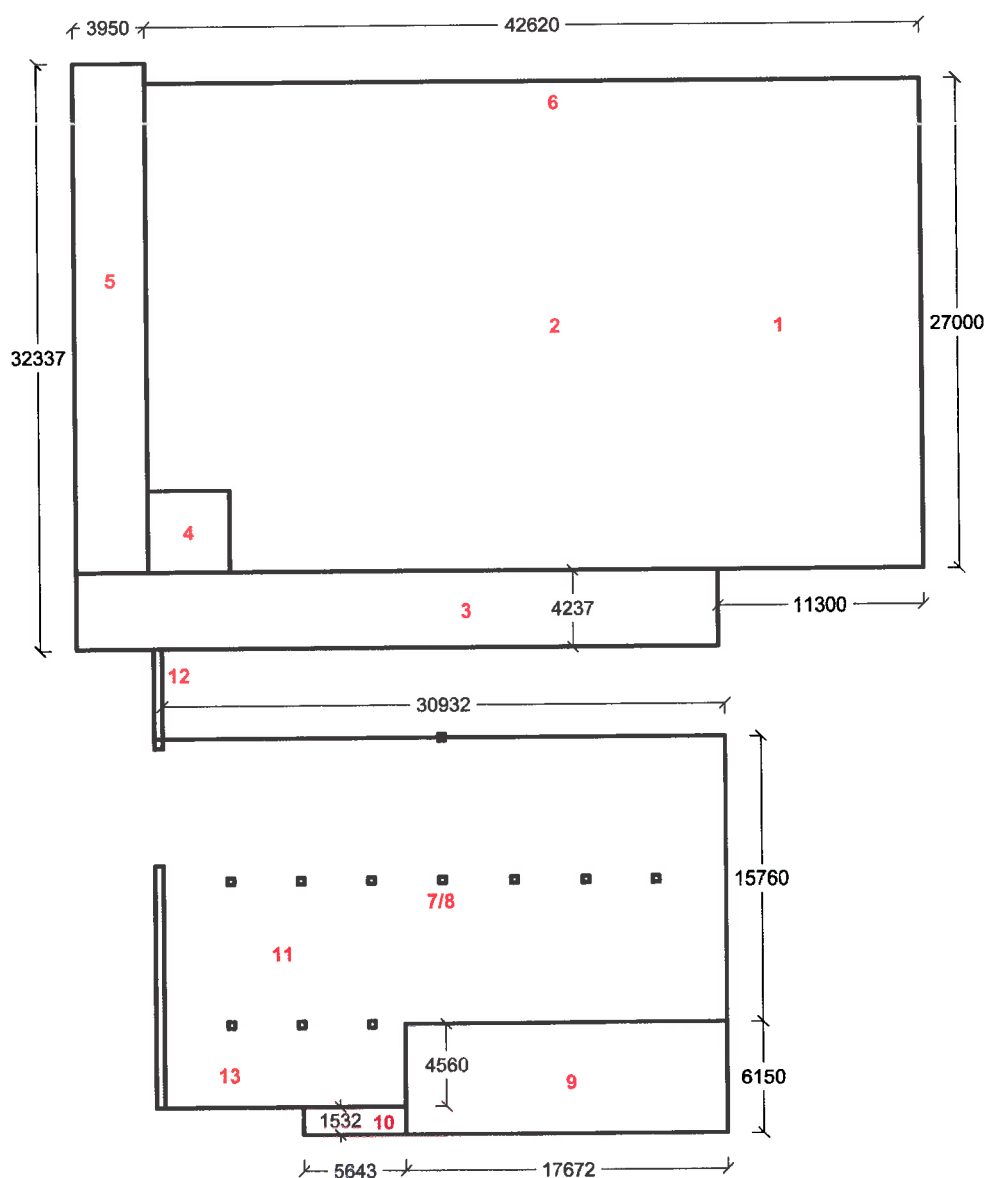
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Prep. by :

DRG

Fig. No.

B1



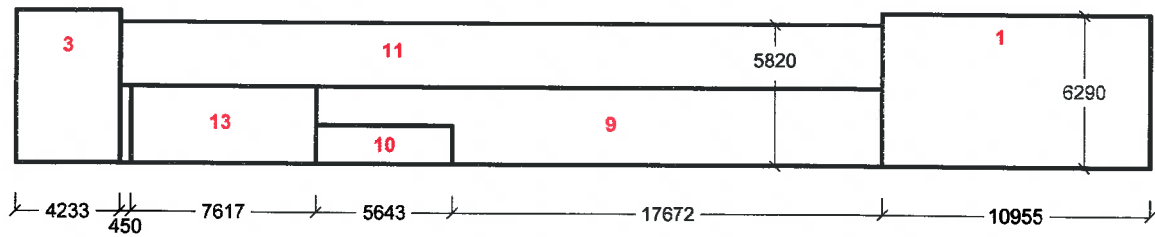
PLAN

NOTES

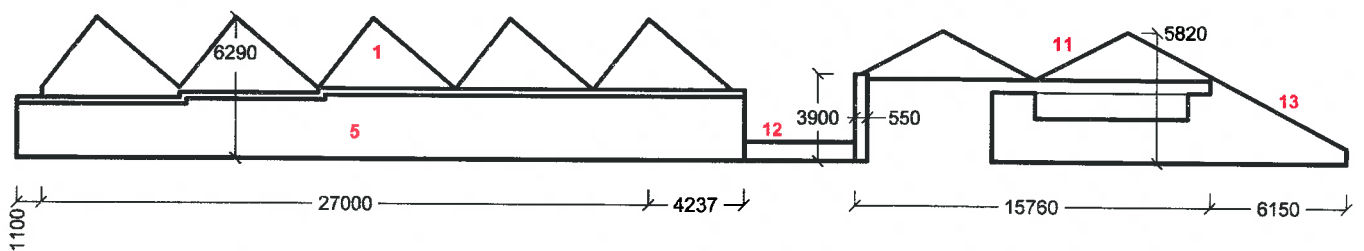
- 1 = SAWTOOTH ROOF WITH ROOF LIGHTS TO STEEP FACE, PANELLING TO OPPOSITE FACE**
- 2 = STEEL BEAMS AND INTERNAL COLUMNS ONTO LOAD BEARING BRICKWORK**
- 3 = LEAN TO STRUCTURE WITH TIMBER JOIST ROOF**
- 4 = ASBESTOS CEMENT ROOF AREA**
- 5 = FLAT ROOF OF CONCRETE SLAB AND STEEL BEAMS AND COLUMNS**
- 6 = 225mm BRICK WALL 3200mm HEIGHT**
- 7 = 180mm X 100mm JOISTS AS COLUMNS**
- 8 = CONCRETE BASE 375mm X 375mm X 300 HIGH**
- 9 = LEAN TO STEEL FRAME AND TIMBER JOISTS WITH METAL DECKING**
- 10 = STORAGE AREA**
- 11 = STEEL FRAME, DOUBLE APEX**
- 12 = INFILL WALL**
- 13 = LEAN TO**

Client : TEP	Site : 108 Blackhorse Lane, 47 Sutherland Road E17 6BH	Date : SEPT 2017	Job No. 289589
		Prep. by : DRG	Fig. No. B2

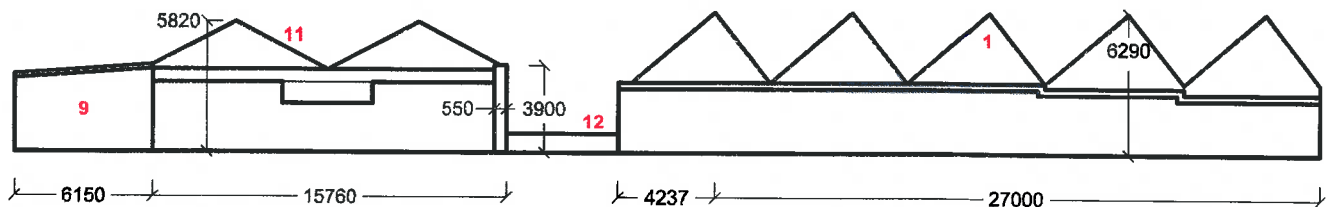
BUILDING 2



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

NOTES

- 1 = SAWTOOTH ROOF WITH ROOF LIGHTS TO STEEP FACE, PANELLING TO OPPOSITE FACE
- 2 = STEEL BEAMS AND INTERNAL COLUMNS ONTO LOAD BEARING BRICKWORK
- 3 = LEAN TO STRUCTURE WITH TIMBER JOIST ROOF
- 4 = ASBESTOS CEMENT ROOF AREA
- 5 = FLAT ROOF OF CONCRETE SLAB AND STEEL BEAMS AND COLUMNS
- 6 = 225mm BRICK WALL 3200mm HEIGHT
- 7 = 180mm X 100mm JOISTS AS COLUMNS
- 8 = CONCRETE BASE 375mm X 375mm X 300 HIGH
- 9 = LEAN TO STEEL FRAME AND TIMBER JOISTS WITH METAL DECKING
- 10 = STORAGE AREA
- 11 = STEEL FRAME, DOUBLE APEX
- 12 = INFILL WALL
- 13 = LEAN TO

Client :

TEP

Site :

108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

Date :

SEPT 2017

Job No.

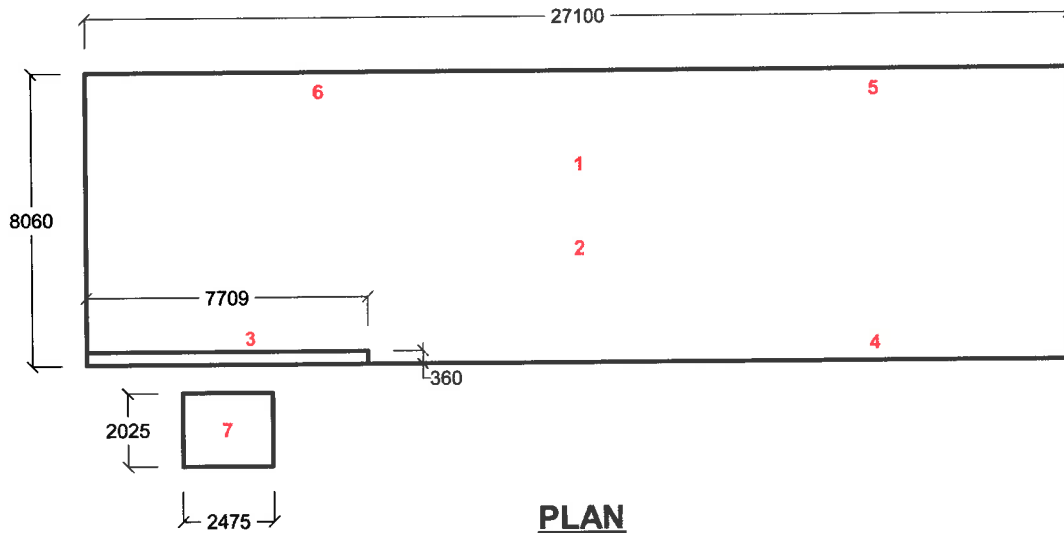
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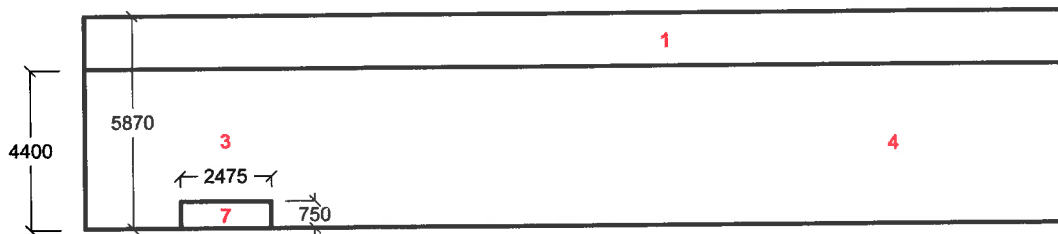
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Fig. No.

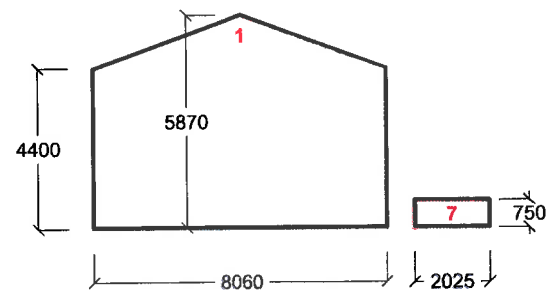
B3



PLAN



SOUTH ELEVATION



EAST ELEVATION

NOTES

- 1 = ROOF STEEL TRUSSES WITH METAL PROFILE CLADDING
- 2 = STEEL COLUMNS AND EAVES BEAM. MASONRY WALLS TO 2m HEIGHT
- 3 = THICKER BLOCKWORK RETAINING WALL
- 4 = PANELLING TO BRICK WALL
- 5 = GLASS TO FRONT WALL
- 6 = WALLS 280mm CAVITY BRICK / BLOCK
- 7 = OIL TANK WITH BRICKWORK BUILD AROUND

Client :

TEP

Site :

108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

Date :

SEPT 2017

Job No.

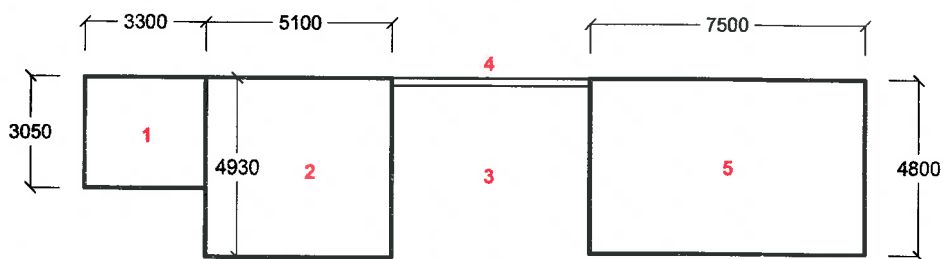
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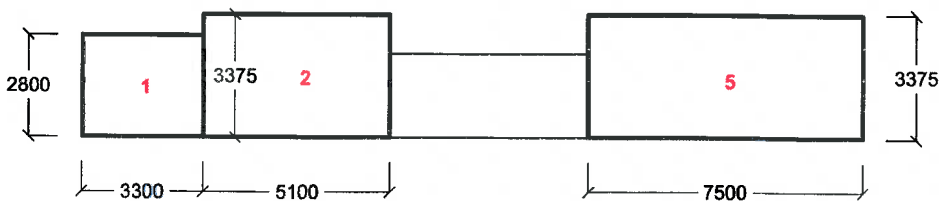
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Fig. No.

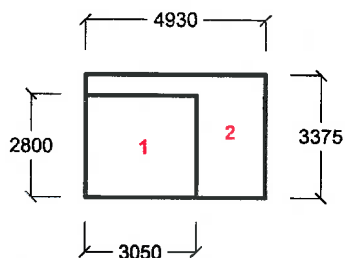
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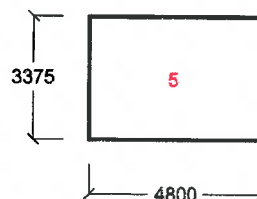
PLAN



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

NOTES

- 1** = VALVE ROOM. 225 BRICK WALLS. CONCRETE ROOF
- 2** = ELECTRICAL SWITCHGEAR ROOM. IN-SITU CONCRETE ROOF SLAB
- 3** = ELECTRICAL SUB-STATION PLANT
- 4** = FENCE
- 5** = STORE ROOM. WOODWOOL SLAB. FLAT ROOF

Client :

TEP

Site :

**108 Blackhorse Lane,
47 Sutherland Road
E17 6BH**

Date :

SEPT 2017

Job No.

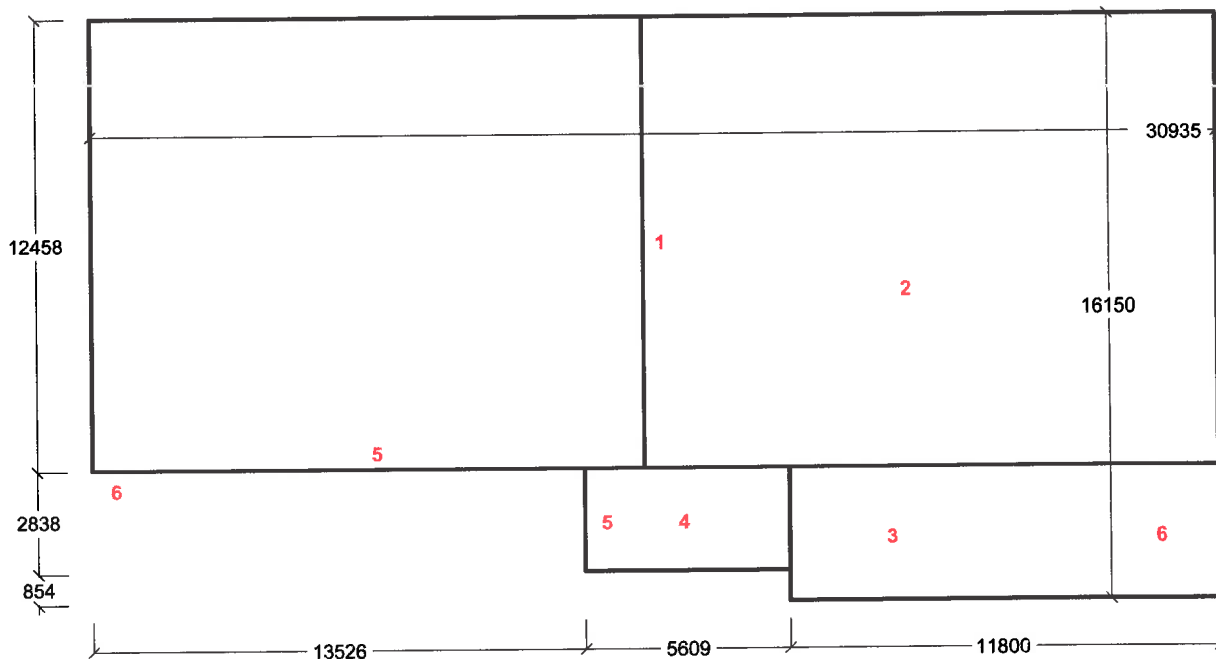
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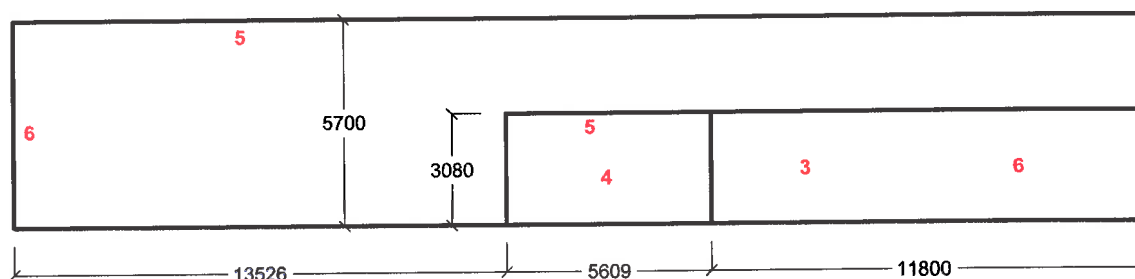
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Fig. No.

B5



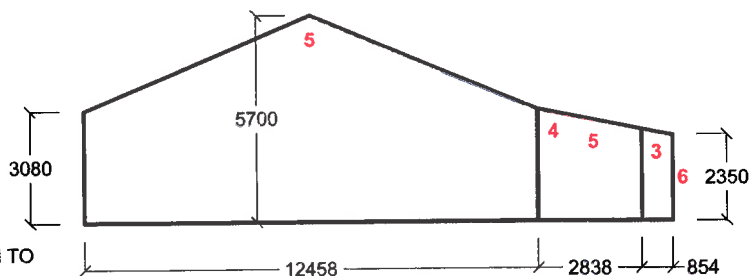
PLAN



WEST ELEVATION

NOTES

- 1 = TRUSS
- 2 = STEEL TRUSSES ON STEEL COLUMN
- 3 = STEEL BEAM LEAN TO STRUCTURE
- 4 = TIMBER ROOF WITH METAL PROFILE SHEETS LEAN TO
- 5 = ASBESTOS / CEMENT ROOF SHEETS
- 6 = BRICK WALL



NORTH ELEVATION

Client :

TEP

Site :

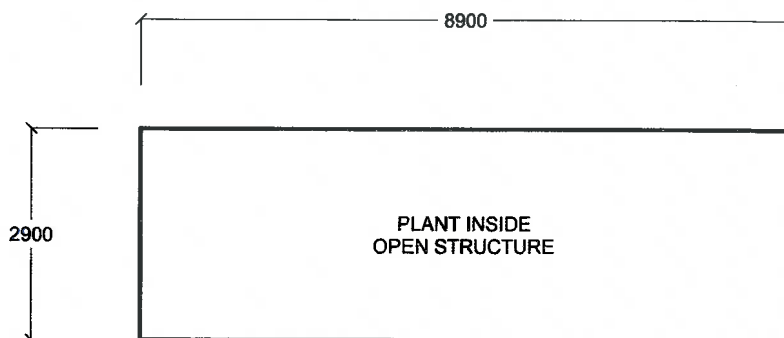
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E17 6BH

Date : SEPT 2017

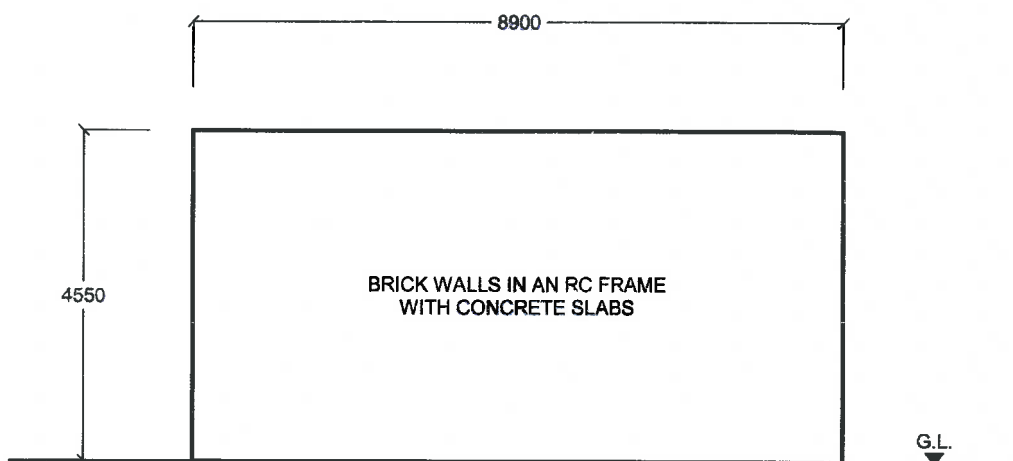
Prep. by : DRG

Job No. 289589

Fig. No. B6



PLAN



NORTH ELEVATION

Client :

TEP

Site :

**108 Blackhorse Lane,
47 Sutherland Road
E17 6BH**

Date :

SEPT 2017

Job No.

289589

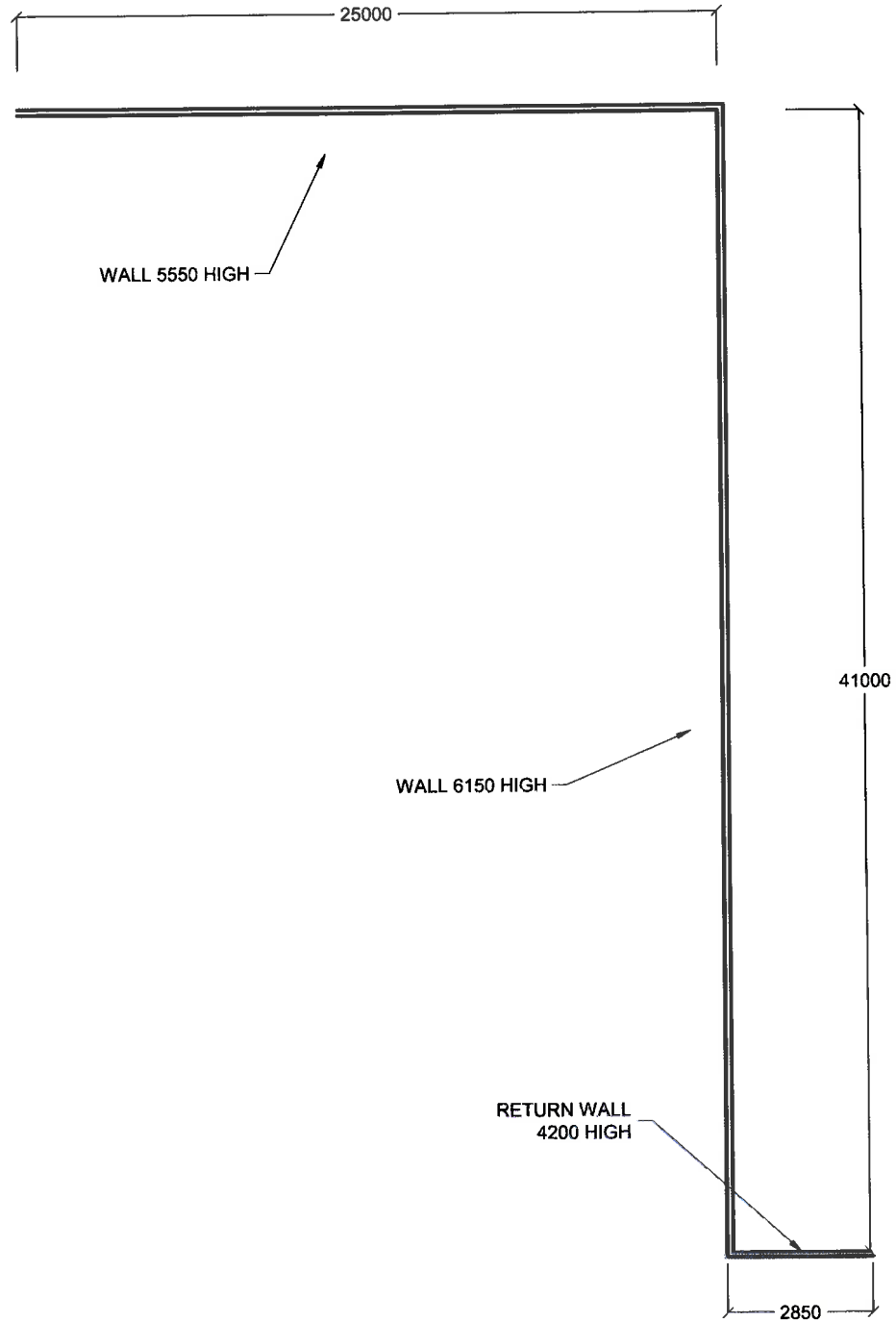
Prep. by :

DRG

Fig. No.

B7

BOUNDARY WALL



PLAN

Client :

TEP

Site :

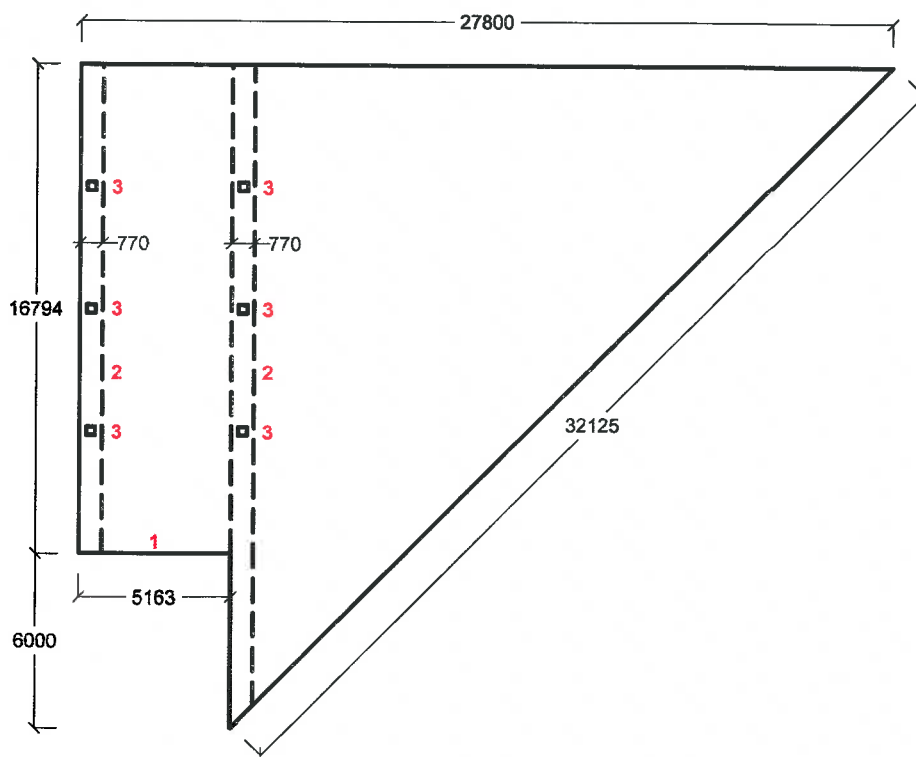
**108 Blackhorse Lane,
47 Sutherland Road
E17 6BH**

Date :
SEPT 2017

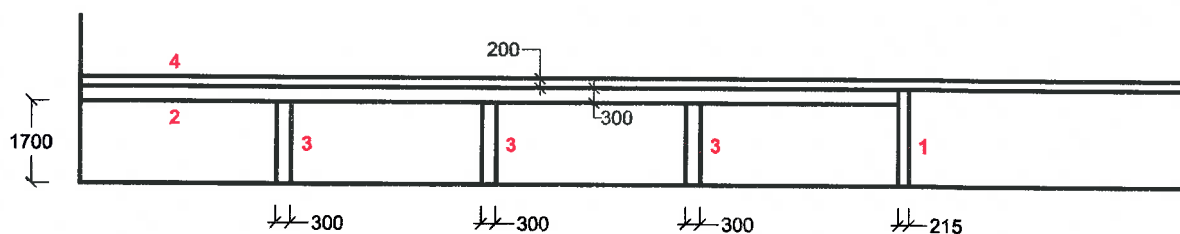
Prep. by :
DRG

Job No. **289589**

Fig. No. **B8**



PLAN



WEST ELEVATION

NOTES

- 1 = BRICKWORK 225mm
- 2 = BEAM 770 x 300 DEEP
- 3 = RC COLUMN 300 x 300 x 1700 HIGH
- 4 = SLAB OVER, 200mm THICK. HEAVILY REINFORCED

Client :

TEP

Site :

108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

Date :

SEPT 2017

Job No.

289589

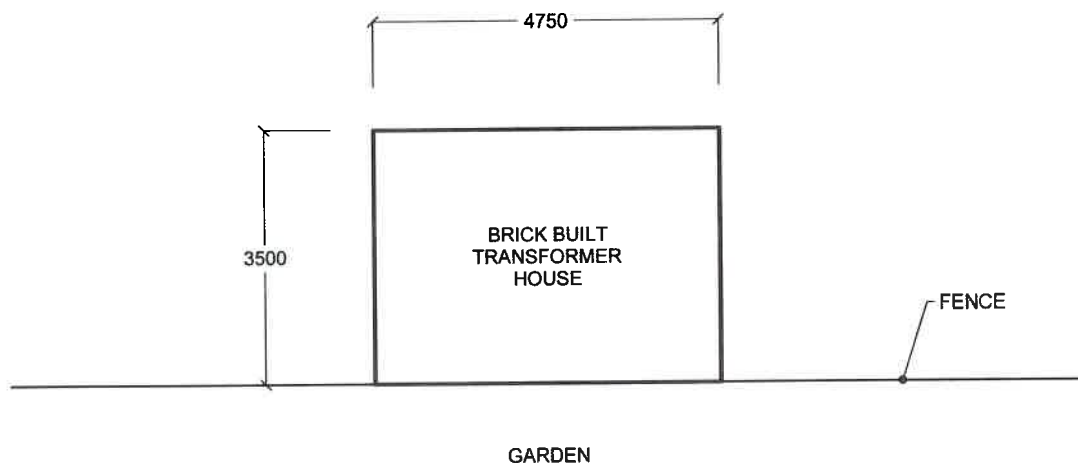
Prep. by :

DRG

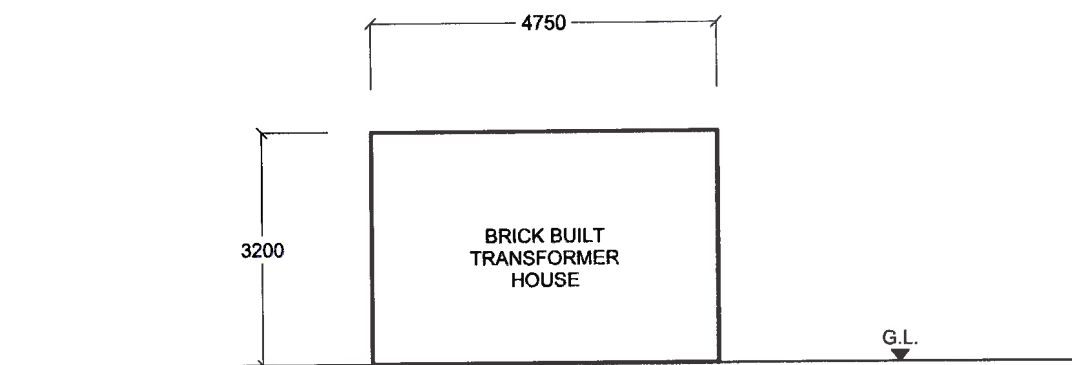
Fig. No.

B9

TRANSFORMER HOUSE



PLAN



NORTH ELEVATION

Client :

TEP

Site :

**108 Blackhorse Lane,
47 Sutherland Road
E17 6BH**

Date :

SEPT 2017

Job No.

289589

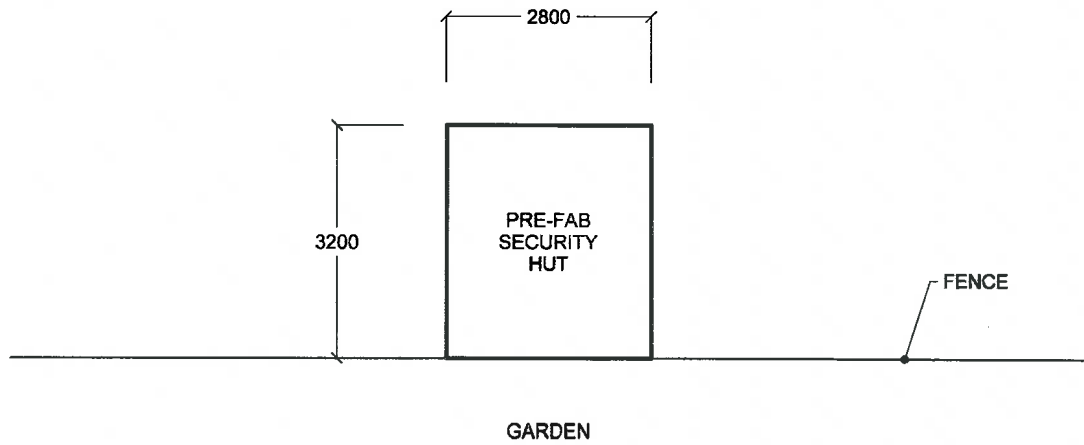
Prep. by :

DRG

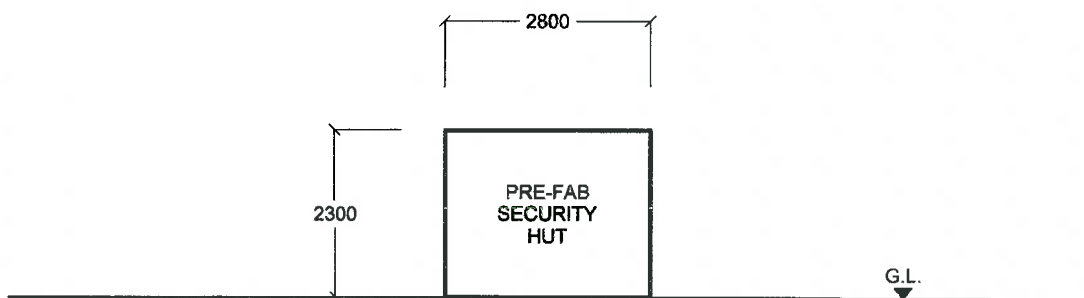
Fig. No.

B10

SECURITY HUT

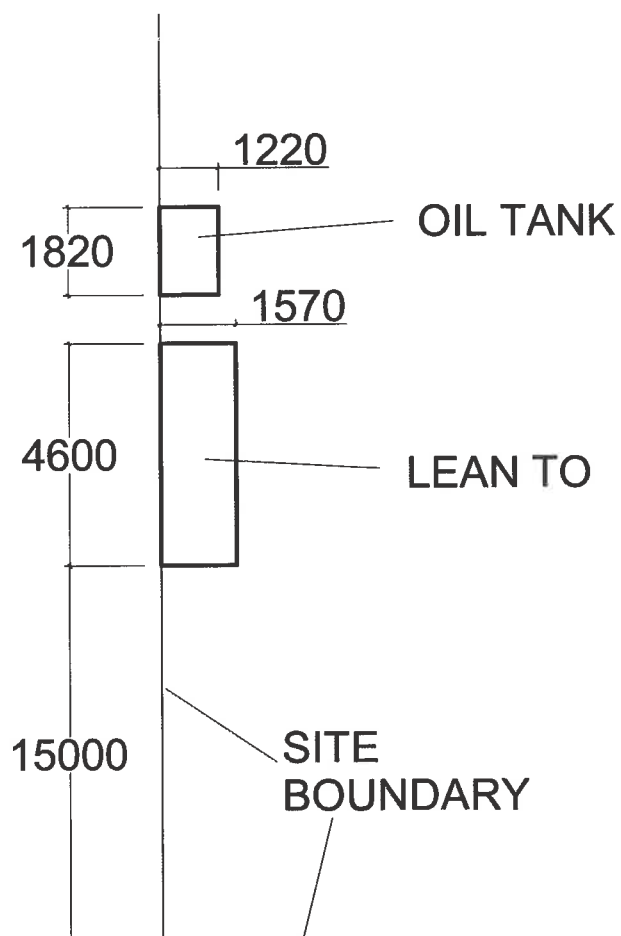


PLAN



NORTH ELEVATION

Client : TEP	Site : 108 Blackhorse Lane, 47 Sutherland Road E17 6BH	Date : SEPT 2017	Job No. 289589
		Prep. by : DRG	Fig. No. B11



NOTES

OIL TANK IS STEEL. HEIGHT 1020

LEAN TO STRUCTURE HEIGHT 2100 FORMED WITH 70 X 70 MM ANGLE IRON AND MESH INFILL WALLS

ROOF IS PLYWOOD DECK WITH FELT ON TIMBER JOISTS

Client :

TEP

Site :

108 Blackhorse Lane,
47 Sutherland Road
E17 6BH

Date :

AUG 2017

Job No.

289589

Prep. by :

YA

Fig. No.

B12



APPENDIX C - PHOTOGRAPH REPORT

Greater London Authority (GLA)

108 Blackhorse Lane & 47 Sutherland Road - Specification for Demolition and Associated Works

289589-01 (05)



Photo 1: Building 1



Photo 2: Building 1



Photo 3: Building 1



Photo 4: Building 1



Photo 5: Building 1



Photo 6: Building 1



Photo 7: Building 1



Photo 8: Building 1



Photo 9: Building 1



Photo 10: Building 1



Photo 11: Building 1



Photo 12: Building 1



Photo 13: Building 1



Photo 14: Building 1



Photo 15: Building 1



Photo 16: Building 1



Photo 17: Building 2



Photo 18: Building 2



Photo 19: Building 2

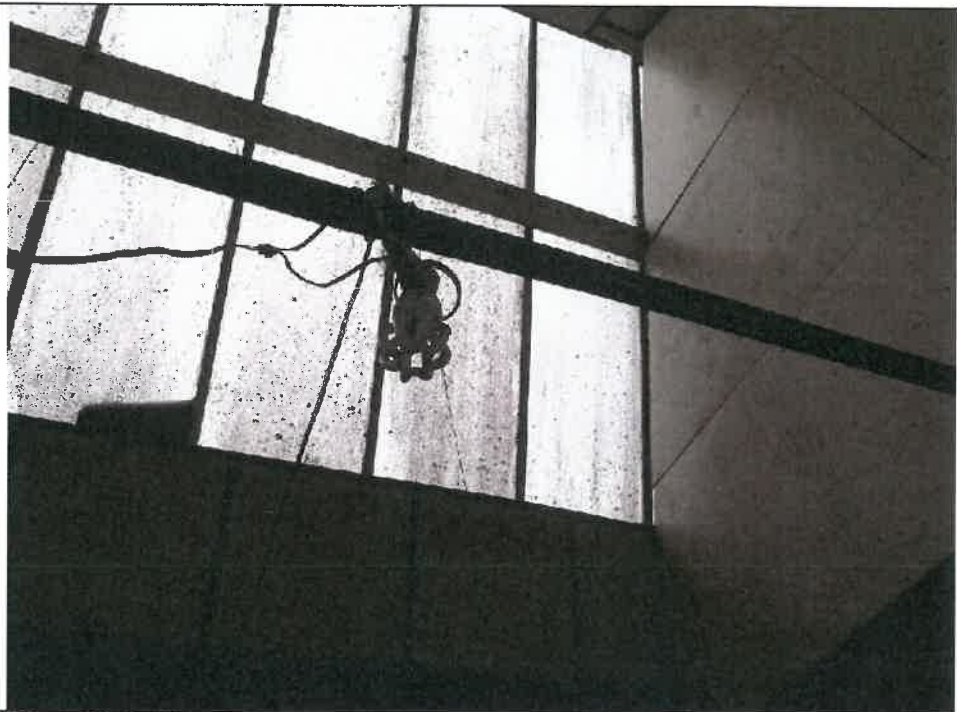


Photo 20: Building 2

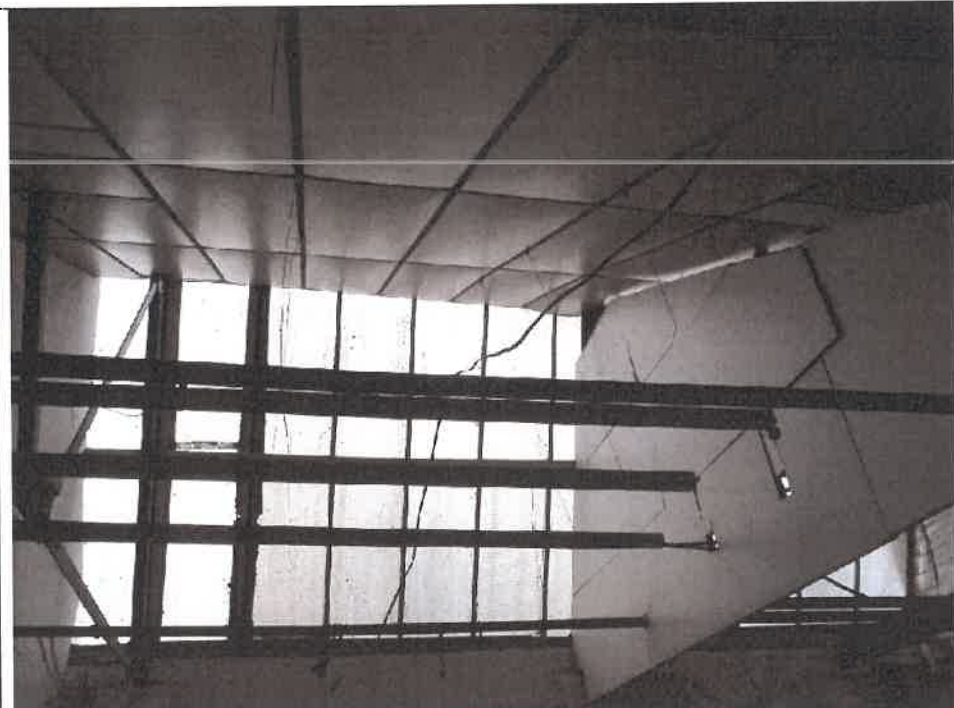


Photo 21: Building 2



Photo 22: Building 2



Photo 23: Building 2



Photo 24: Building 2



Photo 25: Building 2



Photo 26: Building 2



Photo 27: Building 2



Photo 28: Building 2



Photo 29: Building 2



Photo 30: Building 2



Photo 31: Building 2



Photo 32: Building 2



Photo 33: Building 2



Photo 34: Building 2



Photo 35: Building 2



Photo 36: Building 2



Photo 37: Building 2



Photo 38: Building 2



Photo 39: Building 2



Photo 40: Building 2



Photo 41: Building 2



Photo 42: Building 2



Photo 43: Building 2



Photo 44: Building 2



Photo 45: Building 3



Photo 46: Building 3



Photo 47: Building 3



Photo 48: Building 3



Photo 49: Building 3



Photo 50: Building 3



Photo 51: Building 3 – Oil tank to rear



Photo 52: Building 3 – Oil tank to rear



Photo 53: Building 3/4 – Steps to oil tank at rear



Photo 54: Building 4



Photo 55: Building 4 – Steps to oil tank at rear

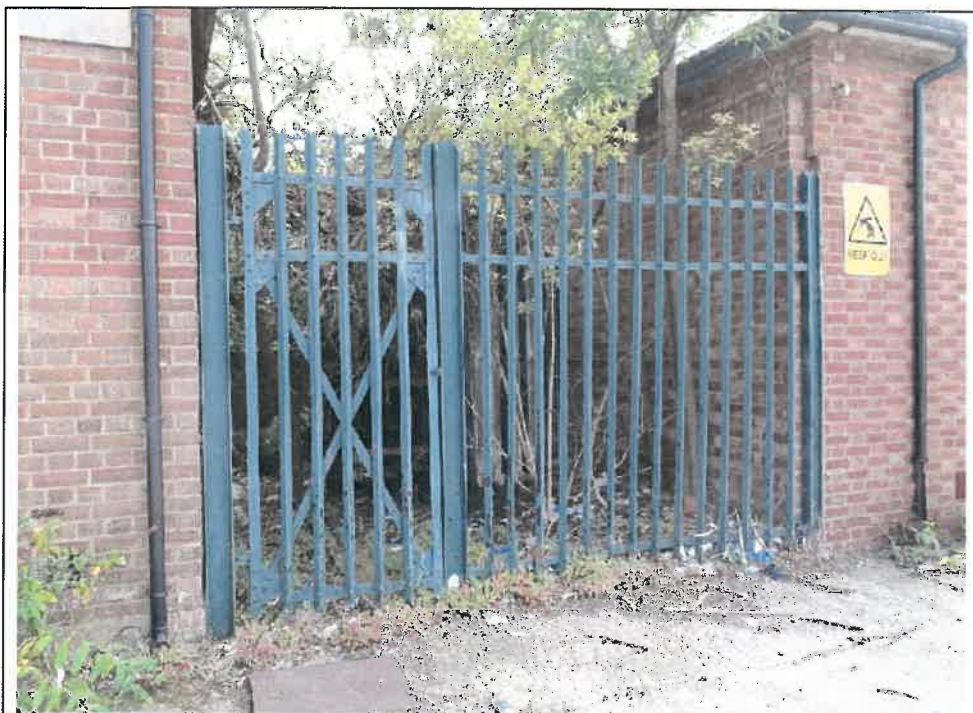


Photo 56: Building 4 - transformer



Photo 57: Building 4



Photo 58: Building 4



Photo 59: Building 4



Photo 60: Building 4



Photo 61: Building 5



Photo 62: Building 5



Photo 63: Building 5



Photo 64: Building 5



Photo 65: Building 5



Photo 66: Building 5



Photo 67: Building 5



Photo 68: Boundary Wall



Photo 69: Boundary Wall



Photo 70: Boundary Wall



Photo 71: Boundary Wall



Photo 72: Boundary Wall



Photo 73: Boundary Wall



Photo 74: Car Park



Photo 75: Car Park



Photo 76: Car Park



Photo 77: Car Park



Photo 78: Car Park



Photo 79: Car Park



Photo 80: Security Hut



Photo 81: Transformer House



Photo 82: Transformer House



Photo 83: Transformer House



Photo 84: Building 6



Photo 85: Building 6



Photo 86: Building 6



Photo 87: Lean to structure and oil tank



Photo 88: Lean to structure and oil tank



Photo 89: Lean to structure and oil tank



Photo 90: Oil tank



Photo 91: Lean to structure and oil tank



Photo 92: Lean to structure and oil tank

ADDENDUMS

Addendum1: Schedule of Contacts

Authority	Requirement	Timescale	Status
Building Control Department	Notification of Demolition	6 weeks notice prior to start of demolition	Notification to be made by the Main Contractor
Planning Department	Prior Approval Application with regard to Demolition	6 weeks notice prior to start of demolition	Notification to be made by the Main Contractor
Petroleum Officer	Written method statement for tank removal	48 hours prior to tank removal	
EA Waste Division	Pre-notification of the disposal of special waste	3 days prior to disposal of contaminated material	Notifications must be made by the asbestos removal contractors
HSE	Notification of commencement of asbestos removal and appropriate method statement	14 Days notice to the HSE	Licensed asbestos removal contractor to notify and provide method statement.

Addendum 2: Structural Schedule of Building

Building Reference	Photo Reference	Drawing Numbers and Demolition Notes
1	1-16	B1
2	17-44	B2 & B3
3	45-52	B4
4	53-60	B5
5	61-67	B6
6	84-86	B7
Boundary Wall	68-73	B8
Car Park	74-79	B9
Transformer House	81-83	B10
Security Hut	80	B11
Oil tank and lean to	87-92	B12

Annexure 5 – Indicative Programme

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office of National Statistics 2000). The number of people aged 85 and over has increased from 1.5 million to 2.5 million.

There is a growing awareness of the need to address the needs of older people in the community. The Department of Health (1999) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the life of the community; and older people should be able to access the services and support they need.

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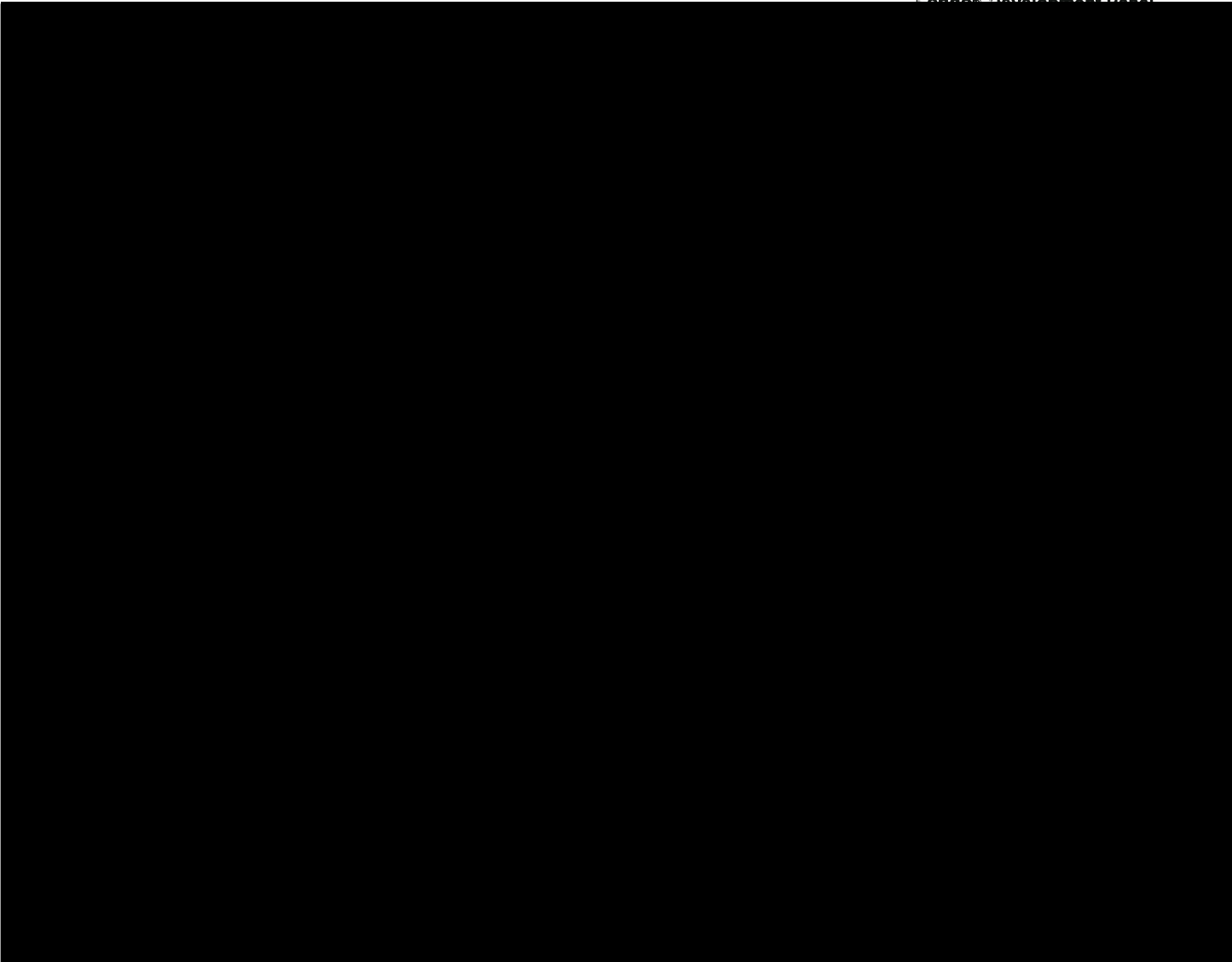
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Annexure 7 – Form of Reliance Letter

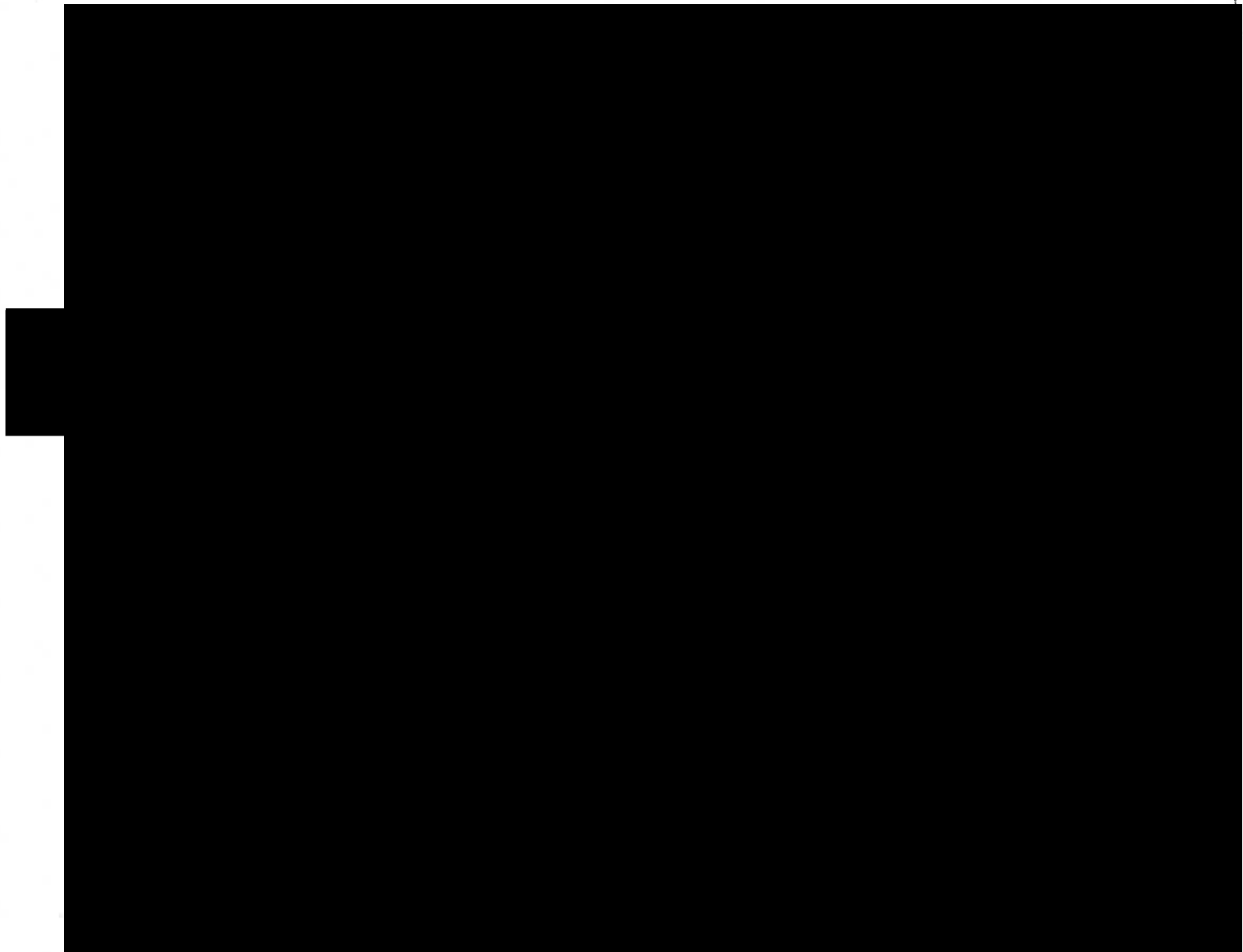


[Name and Address]

[Date]

Dear XXX,

Re: [Site & Report Reference]



WWW.GROUNDSURE.COM

Sovereign House, Church Street, Brighton, BN1 1UJ Telephone +44 (0)8444 159 000

Groundsure Limited Company Number 3421028, Registered Office c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London, W1E 5A

Groundsure Standard Terms and Conditions

1. Definitions

In these Conditions, the following words have the following meanings:

Consultancy Services: a report, including a verbal report, prepared by Groundsure for the Client and any other consultancy services that Groundsure may agree to provide to a Client.

Client: the party placing an Order.

Conditions: these conditions.

Contract: the contract between Groundsure and the Client which shall incorporate these Conditions and the Order.

End User: the person or entity for whose benefit the Client orders the Product. If the Client orders a Product for its own benefit, all references in these Conditions to the End User shall be deemed to be references to the Client.

Fees: the sums due for the Product.

Groundsure: Groundsure Limited, a company registered in England and Wales, registered number 03421028, registered office c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP.

Groundsure Insights Products: a report containing data, mapping or other imagery prepared by Groundsure under these Conditions and identified as an Insights report on the Website.

Groundsure Insights Data: data, mapping or other imagery prepared by Groundsure under these Conditions and identified as Insights data on the Website.

Groundsure Searches Products: a report containing data, mapping or other imagery prepared by Groundsure under these Conditions and identified as a searches report on the Website.

IP Rights: any patent, copyright, design right, trade mark, moral right and know-how whether registered or not, or registrable and including applications for the same or any other rights of a similar nature anywhere in the world.

Order: an electronic, written or other order submitted by the Client for a Product, and in the case of Consultancy Services, agreed by Groundsure.

Product: Consultancy Services, Groundsure Insights Products, Groundsure Insights Data and/or Groundsure Searches Products.

Reseller: a reseller of the Products who is authorised by Groundsure to do so.

Site: the area of land in respect of which Groundsure provides the Product.

Terminal: a server, laptop, PC, tablet, workstation, portable computer, personal digital assistant, mobile phone or other electronic means of access to (including viewing) the Groundsure Insights Data, and which is internal or personal to the Client or an End User or both.

Third Party Conditions: conditions of and restrictions on use of Third Party Data in the Products set out here [\[link\]](#); and conditions of and restrictions on use of Ordnance Survey data in Groundsure Insights Data set out here [\[link\]](#);

Third Party Data: data which belongs to a Third Party Provider and is used by Groundsure in the Products.

Third Party Provider: any third party who provides data to Groundsure, including but not limited to a third party that is the subject of Third Party Conditions.

Website: the Groundsure website.

2. Formation of Contract

2.1 The terms of the Contract govern the supply of Products to the exclusion of all other terms and conditions of business, including any that the Client may provide, and any terms implied by law, custom or practice to the maximum extent permitted by law. These Conditions shall apply whether the Client purchase the Products directly from Groundsure or through a Reseller.

2.2 Quotations or proposals are valid for 30 days only.

2.3 Groundsure may vary these Conditions from time to time and Groundsure will post such amended Conditions on the Website. Any changes to the Conditions shall not affect any Orders received before such changes are posted save where a Third Party Provider requires such change to take place immediately.

2.4 If there is any inconsistency between the terms of an Order and these Conditions, these Conditions shall prevail.

3. Orders

3.1 Groundsure Searches Products, Groundsure Insights Data and Groundsure Insights Products may be ordered from Groundsure by any means including email and through the Website, or through a Reseller. Consultancy Services may only be ordered directly with Groundsure and may not be ordered through the Website.

3.2 The Client shall not share or transfer its login credentials for the Website.

3.3 During the Order process on the Website the Client may select an additional delivery email for the Products. The Client is responsible for ensuring that the recipient of the additional email shall keep the terms of the Product confidential, save for disclosure to the End User and the parties named in Condition 6.2.

3.4 An Order is accepted when the Client is sent an email order confirmation.

3.5 If a Groundsure Insights Data Order is limited to a specified number of Terminals, the Client shall not permit any Terminal to access the Data in excess of on 1 (one) Terminal unless otherwise agreed with Groundsure. The Client shall monitor the access to Groundsure Insights Data through its Terminals to ensure compliance with this Condition 3.5 and have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Groundsure Insights Data can be promptly identified.

3.6 The Client agrees that Ordnance Survey content is protected by Crown copyright. The Client shall not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid paper map copying licence from Ordnance Survey.

3.7 If the Client exceeds the permitted number of Terminals under Condition 3.5 or prints content in breach of Condition 3.6, the Client shall pay to Groundsure such costs and expenses as Groundsure incurs from Third Party Providers as a result.

3.8 Groundsure shall be entitled to make available to Ordnance Survey the Client's name, address and telephone number, and Ordnance Survey shall be permitted to use such details to contact the Client for the purposes of monitoring their dealings with Ordnance Survey data, and enforcing Ordnance Survey's rights against the Client.

4. Products

4.1 Groundsure shall use reasonable endeavours to meet any timetable for delivery of the Products, but time shall not be of the essence.

4.2 Groundsure is an executive member of the Council of Property Search Organisations and shall comply with the Property Codes Compliance Board Search Code. If the Client makes a complaint and Groundsure is unable to resolve it to the Client's satisfaction, the Client may refer the complaint to The Property Ombudsman scheme (web site www.tpos.co.uk, email: admin@tpos.co.uk). Groundsure will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

4.3 At the request of the Client, Groundsure shall use reasonable endeavours to recommend insurance in connection with any risk identified in the Product, but makes no warranty that such insurance shall be available from insurers and/or that it will be offered on reasonable terms. Any insurance purchased by the Client shall be subject to the terms of the policy issued by insurers. Groundsure does not act as an agent or broker for any insurance providers. The Client should take independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

4.4 The Client shall comply with all Third Party Conditions applicable to any Third Party Data in the Product and the Client acknowledges that a Third Party Provider shall be entitled to enforce the provisions of the Contract, including any Third Party Conditions, against the Client.

4.5 The Client acknowledges that Groundsure does not warrant the accuracy or completeness of Third Party Data nor that the Third Party Providers are the only sources that could be consulted to prepare the Product.

5. The Client's obligations

5.1 The Client shall comply with the terms of the Contract and use reasonable endeavours to bring the terms of the Contract to the attention of the End User.

5.2 Notwithstanding any recommendation or otherwise of Groundsure, the Client shall be solely responsible for ensuring that the Product is appropriate and suitable for its and/or the

End User's needs.

5.3 The Client shall supply to Groundsure or the Reseller as the case may be accurate and complete information relating to the Site.

5.4 Within 2 working days of receipt of the Product, and in any event before circulation to any third party, the Client shall review the Product to ensure that the Product has been prepared for the correct location and description of the Site, and shall notify Groundsure of any errors in relation to the Site. Groundsure shall promptly amend such errors at no cost to the Client save where the error arises as a result of any information provided by the Client under Condition 5.3.

5.5 The Client shall promptly provide to Groundsure full details of any claim or complaint received by the Client concerning a Product (a "Claim"). The Client shall not incur any third party costs in relation to a Claim nor make any admission in respect of a Claim on behalf of Groundsure without the prior written consent of Groundsure. At the request of Groundsure, the Client shall give to Groundsure or its nominee the exclusive control of such Claim.

6. Reliance

6.1 The Products are intended for use by professional advisers who are experienced and skilled in the use and interpretation of environmental data and/or risk assessment opinions.

6.2 The following may rely on the Groundsure Searches Products and the Groundsure Insight Products: (i) the Client; (ii) the End User; (iii) the End User's professional advisers; (iv) any person providing funding to the End User in relation to the Site (whether directly or as part of a lending syndicate); (v) the first purchaser or first tenant of the Site; and (vi) the professional advisers and lenders of the first purchaser or tenant of the Site.

6.3 Only the Client, the End User and any parties expressly named in the Order are entitled to rely on the Consultancy Services.

~~6.4 Only the Client is entitled to rely on a Groundsure Insights Data, provided that the Client shall not be entitled to rely on Groundsure Insights Data 12 months after the date such Groundsure Insights Data is received.~~

6.5 Each of the parties entitled to rely on the Product as set out in this Condition 6 shall be entitled to enforce these Conditions as if they were named in the Contract, provided that (i) the Fee has been paid in full; (ii) the party relying on the Product accepts Conditions 8 and 10 and accepts that Groundsure shall be entitled to take action against the party for breach of these Conditions; and (iii) the party relying on the Product is not in breach of any of these Conditions.

6.6 Except where Groundsure expressly agrees otherwise, Groundsure makes no physical inspection of the Site. The Client acknowledges that certain land uses or features and/or the condition of a Site may be apparent only from a physical inspection.

7 Fees

7.1 For Products ordered directly with Groundsure, the Fees shall be calculated and paid as set out in (i) the Order process for Orders received through the Website; and (ii) the quote provided by Groundsure for all other Orders, together with all applicable value added tax. Disbursements shall also be due and payable in respect of any Consultancy Services. For products ordered through a Reseller, the Fee shall be agreed with the Reseller.

7.2 If the Client has an account with Groundsure, the Client shall pay all invoices in full without deduction, counterclaim or set off within 30 days of the date of the invoice. If the Client does not have an account with Groundsure, all sums are due to Groundsure before the Order can be accepted.

7.3 If the Client fails to pay an invoice by the due date, Groundsure shall be entitled to refuse to accept and/or process any further Orders and to charge interest and compensation on any overdue sums, accruing from the due date up to the date of actual payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8. Use of the Products

8.1 No IP Rights in the Products (including in any Third Party Data) are assigned to the Client or an End User under the Contract. The Client acknowledges that the Third Party Data is owned by the Third Party Provider and is subject to the Third Party Conditions.

8.2 Subject to receipt of all Fees, and the terms of the Contract, Groundsure grants to the Client ~~a non-exclusive, non-transferable right to access, download and use the Products for its internal purposes~~ and to grant a sub-licence of such right to the End User and any party

an irrevocable royalty free non-exclusive right to use the Products for all purposes including the right to access and download the Products

wishing to rely on the Product under Condition 6.

8.3 The Client shall:

- (i) not remove, suppress or modify any proprietary marking from the Product;
- (ii) be entitled to use the Product in respect of the Site only; and the Product may not be used or relied on in respect of adjacent or nearby sites;
- (iii) except to provide advice to any party entitled to rely on the Product under Condition 6, not create any product which is derived directly or indirectly from the Product nor combine the Product into any other information data or service, not reformat, modify, amend or add to the Product nor sell the Product; and
- (iv) not use the Product or any part of it except as permitted under the Contract.

9. Confidentiality

9.1 The Client and Groundsure shall treat in confidence and use appropriate and adequate technical and security measures (including any that a Third Party Provider might require) to ensure that all information received from the other party in connection with the Contract is kept confidential. Each party shall not (i) disclose such information to any third party other than in accordance with the terms of the Contract; and (ii) use such information for a purpose other than the exercise of its rights and obligations under the Contract.

9.2 Condition 9.1 shall not restrict a party from disclosing information to the extent required by law or a court of competent jurisdiction.

9.3 Condition 9.1 shall not apply to (i) information which a party can prove was rightfully in its possession prior to disclosure; and (ii) information which is in the public domain (other than by a breach of the Contract or any other contract).

10. Liability

10.1 Subject to Condition 10.3, Groundsure shall exercise ^{all} reasonable skill and care in the preparation of the Product and the Product shall comply with the description on the Website. All other warranties, conditions and other terms implied by statute or common law are excluded from the Contract, ~~to the fullest extent permitted by law.~~

10.2 Subject to Conditions 5, 10.3 and 10.6, Groundsure shall be liable to the Client for any loss or damage caused by Groundsure's negligence in mapping the Client's plan of the Site on to Groundsure's system.

10.3 Subject to Condition 10.6, Groundsure shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) loss or corruption of data or information; (iv) business interruption; (v) any kind of special, indirect, consequential loss or pure economic loss; (vi) loss or damage that arises as a result of the use of all or part of the Products in breach of the Contract; (vii) loss or damage arising as a result of any error, omission or inaccuracy in the Products where such error, omission or inaccuracy is caused by any data provided by the Client, any Third Party Data or any reasonable interpretation of the data provided by the Client or the Third Party Data; (viii) loss or damage caused by a delay or loss of use of the Website; and/or (ix) any advice, act or omission of the Client, the Reseller or any other third party, including funders, solicitors and the parties entitled to rely on the Product. The parties agree that the provisions of this Condition 10.3 are severable.

* 10.4 Subject to the other provisions of this Condition: (i) Groundsure's total liability to the Client for all claims or series of claims relating to Groundsure Insights Data whether in contract, negligence or otherwise for any damages, losses or expenses shall be limited to the Fee paid for the Groundsure Insights Data; and (ii) Groundsure's total liability for all other Products to all (and not to each) of the parties seeking to rely on a Product, whether in contract, negligence or otherwise for any damages, losses or expenses shall be limited to £10 million.

10.5 The Client acknowledges and agrees that neither the Client, the End User nor any other party entitled to rely on the Product shall have any claim or recourse against any Third Party Provider under the Contract.

10.6 Nothing in the Contract limits or excludes the liability of Groundsure for: (i) breach of its obligations under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; (ii) death or personal injury resulting from negligence; or (iii) fraud or fraudulent misrepresentation.

11. Suspension or Termination

11.1 The Contract shall commence on acceptance of an Order in accordance with Condition

* 10.4 - Groundsure shall maintain professional indemnity insurance in an amount not less than £10 million in respect of each and every claim and in the aggregate including including defence costs to cover any liability under the contract due to any neglect, error or omission by Groundsure in carrying out and delivering its product.

3.4 and shall terminate on the later of receipt of the Fee and completion of the parties' obligations under Condition 5.4, provided that Groundsure Insights Data is a subscription product for a term of 1 (one) year.

11.2 Groundsure shall be entitled to suspend the provision of the Product or terminate the Contract if: (i) the Client has not provided the information or assistance required to prepare the Product; (ii) the Client fails to pay any sum due to Groundsure or the Reseller as the case may be, within 30 days of the due date; (iii) the Reseller fails to pay the relevant fee for the Products provided to the Client; or (iv) the Client or the End User breaches any term of the Contract which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

11.3 If the Client is a consumer (and not a business), the Client expressly acknowledges and agrees that: (i) the services for the supply of the Product commence immediately upon Groundsure's acceptance of the Order; and (ii) the Product is supplied to the Client's specification(s) and therefore there is no right to cancel the Order following acceptance. If the Client is a consumer, then notwithstanding any other provisions of the Contract, none of the Client's consumer statutory rights are affected.

11.4 Upon suspension or termination of the Contract the Client shall pay to Groundsure all and any Fees due to Groundsure.

11.5 On termination of the Contract, the provisions of the following Conditions shall continue to apply: Conditions 4.4, 4.5, 5.4, 5.5, 6, 7, 8, 9, 10, 11.4, 11.5 and 12, provided that Conditions 6 and 8 shall not continue to apply for: (i) the Client, the End User or any party named in Condition 6 if the Contract is terminated because the Fee for the Product has not been paid by the Client, or the Reseller fails to pay the relevant fee for the Products provided to the Client; and (ii) any party if that party is in breach of Condition 8.

12 General

12.1 No amendment or variation to the Contract shall be valid unless signed by an authorised representative of the parties.

12.2 No failure or delay on the part of Groundsure to exercise any right, power or provision under the Contract shall operate as a waiver.

12.3 Except as expressly provided in the Contract, no person other than Groundsure and the Client shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.4 Groundsure shall not be liable to the Client if the provision of the Product is delayed or prevented for reasons beyond Groundsure's control including any telecommunications, network or system failure.

12.5 Any notice shall be in writing and delivered by hand or sent by first class post or by email to the other party's address or email address. Deemed delivery shall be the day of delivery if delivered by hand, or email (unless that day is not a working day, then, deemed delivery shall be the next working day) and on the second working day after the day of posting if sent by first class post.

12.6 Each of the provisions of the Contract is severable and distinct from the others. If one or more provisions becomes unenforceable, the enforceability of the remaining provisions shall not be affected.

12.7 The Client and Groundsure shall comply with its obligations under the Bribery Act 2010 and its own bribery policies. Each party shall promptly report to the other any request of demand for any undue financial or other advantage of any kind it receives in connection with the performance of the Contract.

~~12.8 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract.~~

12.9 The Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with the Contract shall be subject to the exclusive jurisdiction of the English courts.

Groundsure Standard Terms and Conditions

1. Definitions

In these Conditions, the following words have the following meanings:

Consultancy Services: a report, including a verbal report, prepared by Groundsure for the Client and any other consultancy services that Groundsure may agree to provide to a Client.

Client: the party placing an Order.

Conditions: these conditions.

Contract: the contract between Groundsure and the Client which shall incorporate these Conditions and the Order.

End User: the person or entity for whose benefit the Client orders the Product. If the Client orders a Product for its own benefit, all references in these Conditions to the End User shall be deemed to be references to the Client.

Fees: the sums due for the Product.

Groundsure: Groundsure Limited, a company registered in England and Wales, registered number 03421028, registered office c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP.

Groundsure Insights Products: a report containing data, mapping or other imagery prepared by Groundsure under these Conditions and identified as an Insights report on the Website.

Groundsure Insights Data: data, mapping or other imagery prepared by Groundsure under these Conditions and identified as Insights data on the Website.

Groundsure Searches Products: a report containing data, mapping or other imagery prepared by Groundsure under these Conditions and identified as a searches report on the Website

IP Rights: any patent, copyright, design right, trade mark, moral right and know-how whether registered or not, or registrable and including applications for the same or any other rights of a similar nature anywhere in the world.

Order: an electronic, written or other order submitted by the Client for a Product, and in the case of Consultancy Services, agreed by Groundsure.

Product: Consultancy Services, Groundsure Insights Products, Groundsure Insights Data and/or Groundsure Searches Products.

Reseller: a reseller of the Products who is authorised by Groundsure to do so.

Site: the area of land in respect of which Groundsure provides the Product.

Terminal: a server, laptop, PC, tablet, workstation, portable computer, personal digital assistant, mobile phone or other electronic means of access to (including viewing) the Groundsure Insights Data, and which is internal or personal to the Client or an End User or both.

Third Party Conditions: conditions of and restrictions on use of Third Party Data in the Products set out here [link]; and conditions of and restrictions on use of Ordnance Survey data in Groundsure Insights Data set out here [link];

Third Party Data: data which belongs to a Third Party Provider and is used by Groundsure in the Products.

Third Party Provider: any third party who provides data to Groundsure, including but not limited to a third party that is the subject of Third Party Conditions.

Website: the Groundsure website.

2. Formation of Contract

2.1 The terms of the Contract govern the supply of Products to the exclusion of all other terms and conditions of business, including any that the Client may provide, and any terms implied by law, custom or practice to the maximum extent permitted by law. These Conditions shall apply whether the Client purchase the Products directly from Groundsure or through a Reseller.

2.2 Quotations or proposals are valid for 30 days only.

2.3 Groundsure may vary these Conditions from time to time and Groundsure will post such amended Conditions on the Website. Any changes to the Conditions shall not affect any Orders received before such changes are posted save where a Third Party Provider requires such change to take place immediately.

2.4 If there is any inconsistency between the terms of an Order and these Conditions, these Conditions shall prevail.

3. Orders

3.1 Groundsure Searches Products, Groundsure Insights Data and Groundsure Insights Products may be ordered from Groundsure by any means including email and through the Website, or through a Reseller. Consultancy Services may only be ordered directly with Groundsure and may not be ordered through the Website.

3.2 The Client shall not share or transfer its login credentials for the Website.

3.3 During the Order process on the Website the Client may select an additional delivery email for the Products. The Client is responsible for ensuring that the recipient of the additional email shall keep the terms of the Product confidential, save for disclosure to the End User and the parties named in Condition 6.2.

3.4 An Order is accepted when the Client is sent an email order confirmation.

3.5 If a Groundsure Insights Data Order is limited to a specified number of Terminals, the Client shall not permit any Terminal to access the Data in excess of on 1 (one) Terminal unless otherwise agreed with Groundsure. The Client shall monitor the access to Groundsure Insights Data through its Terminals to ensure compliance with this Condition 3.5 and have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Groundsure Insights Data can be promptly identified.

3.6 The Client agrees that Ordnance Survey content is protected by Crown copyright. The Client shall not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid paper map copying licence from Ordnance Survey.

3.7 If the Client exceeds the permitted number of Terminals under Condition 3.5 or prints content in breach of Condition 3.6, the Client shall pay to Groundsure such costs and expenses as Groundsure incurs from Third Party Providers as a result.

3.8 Groundsure shall be entitled to make available to Ordnance Survey the Client's name, address and telephone number, and Ordnance Survey shall be permitted to use such details to contact the Client for the purposes of monitoring their dealings with Ordnance Survey data, and enforcing Ordnance Survey's rights against the Client.

4. Products

4.1 Groundsure shall use reasonable endeavours to meet any timetable for delivery of the Products, but time shall not be of the essence.

4.2 Groundsure is an executive member of the Council of Property Search Organisations and shall comply with the Property Codes Compliance Board Search Code. If the Client makes a complaint and Groundsure is unable to resolve it to the Client's satisfaction, the Client may refer the complaint to The Property Ombudsman scheme (web site www.tpos.co.uk, email: admin@tpos.co.uk). Groundsure will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

4.3 At the request of the Client, Groundsure shall use reasonable endeavours to recommend insurance in connection with any risk identified in the Product, but makes no warranty that such insurance shall be available from insurers and/or that it will be offered on reasonable terms. Any insurance purchased by the Client shall be subject to the terms of the policy issued by insurers. Groundsure does not act as an agent or broker for any insurance providers. The Client should take independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

4.4 The Client shall comply with all Third Party Conditions applicable to any Third Party Data in the Product and the Client acknowledges that a Third Party Provider shall be entitled to enforce the provisions of the Contract, including any Third Party Conditions, against the Client.

4.5 The Client acknowledges that Groundsure does not warrant the accuracy or completeness of Third Party Data nor that the Third Party Providers are the only sources that could be consulted to prepare the Product.

5. The Client's obligations

5.1 The Client shall comply with the terms of the Contract and use reasonable endeavours to bring the terms of the Contract to the attention of the End User.

5.2 Notwithstanding any recommendation or otherwise of Groundsure, the Client shall be solely responsible for ensuring that the Product is appropriate and suitable for its and/or the

End User's needs.

5.3 The Client shall supply to Groundsure or the Reseller as the case may be accurate and complete information relating to the Site.

5.4 Within 2 working days of receipt of the Product, and in any event before circulation to any third party, the Client shall review the Product to ensure that the Product has been prepared for the correct location and description of the Site, and shall notify Groundsure of any errors in relation to the Site. Groundsure shall promptly amend such errors at no cost to the Client save where the error arises as a result of any information provided by the Client under Condition 5.3.

5.5 The Client shall promptly provide to Groundsure full details of any claim or complaint received by the Client concerning a Product (a "Claim"). The Client shall not incur any third party costs in relation to a Claim nor make any admission in respect of a Claim on behalf of Groundsure without the prior written consent of Groundsure. At the request of Groundsure, the Client shall give to Groundsure or its nominee the exclusive control of such Claim.

6. Reliance

6.1 The Products are intended for use by professional advisers who are experienced and skilled in the use and interpretation of environmental data and/or risk assessment opinions.

6.2 The following may rely on the Groundsure Searches Products and the Groundsure Insight Products: (i) the Client; (ii) the End User; (iii) the End User's professional advisers; (iv) any person providing funding to the End User in relation to the Site (whether directly or as part of a lending syndicate); (v) the first purchaser or first tenant of the Site; and (vi) the professional advisers and lenders of the first purchaser or tenant of the Site.

6.3 Only the Client, the End User and any parties expressly named in the Order are entitled to rely on the Consultancy Services.

6.4 Only the Client is entitled to rely on a Groundsure Insights Data, provided that the Client shall not be entitled to rely on Groundsure Insights Data 12 months after the date such Groundsure Insights Data is received.

6.5 Each of the parties entitled to rely on the Product as set out in this Condition 6 shall be entitled to enforce these Conditions as if they were named in the Contract, provided that (i) the Fee has been paid in full; (ii) the party relying on the Product accepts Conditions 8 and 10 and accepts that Groundsure shall be entitled to take action against the party for breach of these Conditions; and (iii) the party relying on the Product is not in breach of any of these Conditions.

6.6 Except where Groundsure expressly agrees otherwise, Groundsure makes no physical inspection of the Site. The Client acknowledges that certain land uses or features and/or the condition of a Site may be apparent only from a physical inspection.

7 Fees

7.1 For Products ordered directly with Groundsure, the Fees shall be calculated and paid as set out in (i) the Order process for Orders received through the Website; and (ii) the quote provided by Groundsure for all other Orders, together with all applicable value added tax. Disbursements shall also be due and payable in respect of any Consultancy Services. For products ordered through a Reseller, the Fee shall be agreed with the Reseller.

7.2 If the Client has an account with Groundsure, the Client shall pay all invoices in full without deduction, counterclaim or set off within 30 days of the date of the invoice. If the Client does not have an account with Groundsure, all sums are due to Groundsure before the Order can be accepted.

7.3 If the Client fails to pay an invoice by the due date, Groundsure shall be entitled to refuse to accept and/or process any further Orders and to charge interest and compensation on any overdue sums, accruing from the due date up to the date of actual payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8. Use of the Products

8.1 No IP Rights in the Products (including in any Third Party Data) are assigned to the Client or an End User under the Contract. The Client acknowledges that the Third Party Data is owned by the Third Party Provider and is subject to the Third Party Conditions.

8.2 Subject to receipt of all Fees, and the terms of the Contract, Groundsure grants to the Client a non-exclusive, non-transferable right to access, download and use the Products for its internal purposes and to grant a sub-licence of such right to the End User and any party

wishing to rely on the Product under Condition 6.

8.3 The Client shall:

- (i) not remove, suppress or modify any proprietary marking from the Product;
- (ii) be entitled to use the Product in respect of the Site only; and the Product may not be used or relied on in respect of adjacent or nearby sites;
- (iii) except to provide advice to any party entitled to rely on the Product under Condition 6, not create any product which is derived directly or indirectly from the Product nor combine the Product into any other information data or service, not reformat, modify, amend or add to the Product nor sell the Product; and
- (iv) not use the Product or any part of it except as permitted under the Contract.

9. Confidentiality

9.1 The Client and Groundsure shall treat in confidence and use appropriate and adequate technical and security measures (including any that a Third Party Provider might require) to ensure that all information received from the other party in connection with the Contract is kept confidential. Each party shall not (i) disclose such information to any third party other than in accordance with the terms of the Contract; and (ii) use such information for a purpose other than the exercise of its rights and obligations under the Contract.

9.2 Condition 9.1 shall not restrict a party from disclosing information to the extent required by law or a court of competent jurisdiction.

9.3 Condition 9.1 shall not apply to (i) information which a party can prove was rightfully in its possession prior to disclosure; and (ii) information which is in the public domain (other than by a breach of the Contract or any other contract).

10. Liability

10.1 Subject to Condition 10.3, Groundsure shall exercise reasonable skill and care in the preparation of the Product and the Product shall comply with the description on the Website. All other warranties, conditions and other terms implied by statute or common law are excluded from the Contract, to the fullest extent permitted by law.

10.2 Subject to Conditions 5, 10.3 and 10.6, Groundsure shall be liable to the Client for any loss or damage caused by Groundsure's negligence in mapping the Client's plan of the Site on to Groundsure's system.

10.3 Subject to Condition 10.6, Groundsure shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) loss or corruption of data or information; (iv) business interruption; (v) any kind of special, indirect, consequential loss or pure economic loss; (vi) loss or damage that arises as a result of the use of all or part of the Products in breach of the Contract; (vii) loss or damage arising as a result of any error, omission or inaccuracy in the Products where such error, omission or inaccuracy is caused by any data provided by the Client, any Third Party Data or any reasonable interpretation of the data provided by the Client or the Third Party Data; (viii) loss or damage caused by a delay or loss of use of the Website; and/or (ix) any advice, act or omission of the Client, the Reseller or any other third party, including funders, solicitors and the parties entitled to rely on the Product. The parties agree that the provisions of this Condition 10.3 are severable.

10.4 Subject to the other provisions of this Condition: (i) Groundsure's total liability to the Client for all claims or series of claims relating to Groundsure Insights Data whether in contract, negligence or otherwise for any damages, losses or expenses shall be limited to the Fee paid for the Groundsure Insights Data; and (ii) Groundsure's total liability for all other Products to all (and not to each) of the parties seeking to rely on a Product, whether in contract, negligence or otherwise for any damages, losses or expenses shall be limited to £10 million.

10.5 The Client acknowledges and agrees that neither the Client, the End User nor any other party entitled to rely on the Product shall have any claim or recourse against any Third Party Provider under the Contract.

10.6 Nothing in the Contract limits or excludes the liability of Groundsure for: (i) breach of its obligations under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; (ii) death or personal injury resulting from negligence; or (iii) fraud or fraudulent misrepresentation.

11. Suspension or Termination

11.1 The Contract shall commence on acceptance of an Order in accordance with Condition

3.4 and shall terminate on the later of receipt of the Fee and completion of the parties' obligations under Condition 5.4, provided that Groundsure Insights Data is a subscription product for a term of 1 (one) year.

11.2 Groundsure shall be entitled to suspend the provision of the Product or terminate the Contract if: (i) the Client has not provided the information or assistance required to prepare the Product; (ii) the Client fails to pay any sum due to Groundsure or the Reseller as the case may be, within 30 days of the due date; (iii) the Reseller fails to pay the relevant fee for the Products provided to the Client; or (iv) the Client or the End User breaches any term of the Contract which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

11.3 If the Client is a consumer (and not a business), the Client expressly acknowledges and agrees that: (i) the services for the supply of the Product commence immediately upon Groundsure's acceptance of the Order; and (ii) the Product is supplied to the Client's specification(s) and therefore there is no right to cancel the Order following acceptance. If the Client is a consumer, then notwithstanding any other provisions of the Contract, none of the Client's consumer statutory rights are affected.

11.4 Upon suspension or termination of the Contract the Client shall pay to Groundsure all and any Fees due to Groundsure.

11.5 On termination of the Contract, the provisions of the following Conditions shall continue to apply: Conditions 4.4, 4.5, 5.4, 5.5, 6, 7, 8, 9, 10, 11.4, 11.5 and 12, provided that Conditions 6 and 8 shall not continue to apply for: (i) the Client, the End User or any party named in Condition 6 if the Contract is terminated because the Fee for the Product has not been paid by the Client, or the Reseller fails to pay the relevant fee for the Products provided to the Client; and (ii) any party if that party is in breach of Condition 8.

12 General

12.1 No amendment or variation to the Contract shall be valid unless signed by an authorised representative of the parties.

12.2 No failure or delay on the part of Groundsure to exercise any right, power or provision under the Contract shall operate as a waiver.

12.3 Except as expressly provided in the Contract, no person other than Groundsure and the Client shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.4 Groundsure shall not be liable to the Client if the provision of the Product is delayed or prevented for reasons beyond Groundsure's control including any telecommunications, network or system failure.

12.5 Any notice shall be in writing and delivered by hand or sent by first class post or by email to the other party's address or email address. Deemed delivery shall be the day of delivery if delivered by hand, or email (unless that day is not a working day, then, deemed delivery shall be the next working day) and on the second working day after the day of posting if sent by first class post.

12.6 Each of the provisions of the Contract is severable and distinct from the others. If one or more provisions is becomes unenforceable, the enforceability of the remaining provisions shall not be affected.

12.7 The Client and Groundsure shall comply with its obligations under the Bribery Act 2010 and its own bribery policies. Each party shall promptly report to the other any request of demand for any undue financial or other advantage of any kind it receives in connection with the performance of the Contract.

12.8 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract.

12.9 The Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with the Contract shall be subject to the exclusive jurisdiction of the English courts.

Annexure 8 – Hoarding Specification

1. Specification is 18mm ply, ~~4~~
on 6x3 posts
4x2 rails with fascia & Skirting

on for areas where the ground
cannot be penetrated as
attached

Deltans

Annexure 9 – Outline Design Plans

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Annexure 10 – Form of Block Headlease



dated

2017

Greater London Authority

Lease

Of [] at Block [], Former Webbs Industrial Estate,
Walthamstow E17

Trowers & Hamlin LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlin

HM Land Registry Prescribed clauses

LR1. Date of the Lease	
LR2. Title Information	LR2.1 Landlord's title number(s) LR2.2 Other title numbers []
LR3. Parties to the lease	Landlord Greater London Authority whose registered office address is at [] Tenant [] [Community and Benefits Society number [] whose registered office is at []
LR4. Property	As defined as the Premises in the Lease Particulars on page 6
LR5. Prescribed statements	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 See clause [] of the Lease LR5.2 This lease is made under, or by reference to, provisions of: N/A
LR6. Term for which the Property is leased	255 years from and including the date of this Lease
LR7. Premium	)[]
LR8. Prohibitions or restrictions on disposing of the lease.	None
LR9. Rights of acquisitions etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.

	None LR9.2 Tenant's covenant to (or offer to) surrender this lease None. LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property See Schedule 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See Schedule 2
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	LR.14. Declaration of trust where there is more than one person comprising the Tenant None

Lease particulars

Landlord	:	Greater London Authority whose registered office address is at []
Tenant	:	[] (Community and Benefit Society Number []) whose registered office is at [];
Accountant	:	means the Landlord's or the Managing Agent's professionally qualified independent accountant;
Account Year	:	means a calendar year ending on 31 December or other year end as may from time to time stipulated by the Landlord or the Managing Agents;
Building	:	means any building constructed or to be constructed on the Estate;
Building Structure	:	means the main structure of the Building and in particular not by way of limitation the roof foundations external walls internal load-bearing walls and structural parts of the roof ceilings and floors all party structures boundary walls railings and fences and all external parts of the Building including window glazing window and door frames and window and door furniture and all roadways and pavements within the curtilage of the Building;
Commercial Units	:	means the commercial units on the [ground floor]of the Estate;
Conducting Media	:	means gutters pipes wires cables sewers ducts drains mains channels conduits flues and any other medium for the transmission of Supplies[but excluding the Heat Installations;]
[Energy Centre	:	means the energy centre on the from which the Premises and other parts of the Estate are supplied with Heat (but excluding for the avoidance of doubt other plant or fixtures or fittings belonging to the Landlord);]
Energy Service Company	:	means any company, agent or organisation appointed by the Landlord from time to time to maintain repair and renew the Heat Installations and or provide Heat to the occupiers of the Estate and/or the Premises and invoice the heat consumption to the same;
Estate	:	means the freehold land comprising the whole of title number [] as at the date of this Lease as shown edged red on the plan annexed at Appendix 2;

Estate Common Parts	:	means the access roads footpaths entrances passages refuse store cycle stores/designated cycle parking areas children play areas door entry systems and gardens/amenity areas and any other or further parts of the Estate designated from time to time by the Landlord to be enjoyed or used by the owners or occupiers of the Premises in common with all other owners and occupiers of other parts of the Estate
Estate Regulations		means the regulations set out in Schedule 4
Estate Services	:	the services in respect of the Estate Common Parts as set out in Part 3 of Schedule 3;
Estate Service Charge	:	means the Fair Proportion of the Estate Provision;
Estate Provision	:	means the aggregate of the expenses and outgoings incurred or to be incurred by the Landlord in providing the Estate Services;
[Exclusive Heat Equipment	:	means all that part of the equipment for the provision of Heat exclusively to each Unit which includes: (a) all pipework for the supply of Heat downstream of the outlet valves in the Heat Interface Unit and physically located in the relevant Unit, including isolation valves; (b) all potable cold water pipework and valves; and (c) all radiators and radiator valves;]
Fair Proportion	:	means a fair and reasonable proportion to be determined from time to time by the Surveyor;
Flat	:	means an individual unit of residential accommodation within the Premises or, as the case may be, within the Estate;
[Heat	:	means heat in the form of hot water generated from the Energy Centre for space and water heating serving each Unit to be supplied to the occupier of each Unit in the Estate through the Heat Interface Unit;]
[Heating Agreement	:	means an agreement (if any) entered into between the Tenant and the Energy Service Company in respect of the provision of Heat to the Premises and or the maintenance repair and management of the Heat Installations and or the direct invoicing of the Usage Charge to the Tenant and or its undertenants and underlessees in such form as the Landlord and the Energy Service Company and/or the Tenant shall agree (all parties acting reasonably);

[Heat Installations	:	means the Energy Centre (together with the network of pipes, district heating flow and return pipework and associated insulation, wires, Heat Interface Units and other ancillary plant and equipment that transfers Heat from the Energy Centre to the Heat Interface Units within Units on the Estate together with all connected meters and monitoring equipment but only insofar as any such apparatus or equipment is located on the Estate and for the avoidance of doubt excludes the Exclusive Heat Equipment;]
[Heat Interface Units	:	means the units within the heat interface unit casing including all heat exchanges pumps valves and controls used to transfer Heat from the Heat Installations to each Unit's internal heating and hot water system and the heat meters included in such casing together with the separate room control unit, incorporating the integral room thermostat and time clock;
[Heat Provision	:	means the aggregate of the expenses and outgoings incurred or to be incurred by the Landlord in providing the Heat Services;
[Heat Service Charge	:	means the Fair Proportion of the Heat Provision;
[Heat Services	:	means the services as set out in Part 2 of Schedule 3;
Insurance Provision	:	means the aggregate of the expenses and outgoings incurred or to be incurred by the Landlord in providing the Insurance Services;
Insurance Services	:	means the services in respect of the Building as set out in Part 4 of Schedule 3;
Insurance Service Charge	:	means the Fair Proportion of the Insurance Provision;
Insured Risks	:	means fire, lightning, explosion, aircraft (including articles dropped from aircraft in peacetime), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes tanks and other apparatus, subsidence, heave, impact by road vehicles and/or such other risks as the Landlord from time to time in its reasonable discretion and acting in accordance with the principles of good estate management shall decide to insure against (including without limitation loss of rent) but in each case excluding any risk which is not available in the normal London insurance market at a reasonable premium and on reasonable terms;
Managing Agents	:	means the agents appointed by the Landlord from time to time to manage the Estate and to provide the Estate Services and other services;
Planning Permission	:	[] as varied from time to time;

Premises

: means all that land known as Block []/Core [] at [] comprising [] Flats and associated internal stair cores as more particularly [] on the plan(s) annexed at Appendix 1 forming part of the Estate including:

- (a) all internal non-structural walls partitions and divisions within the Building;
- (b) all internal doors and door frames and all fitments;
- (c) the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed;
- (d) the floors including the surfaces down to the upper side of the joists slabs or beams supporting the same;
- (e) the inner plaster face of all external and structural walls;
- (f) the floor surface only of the balconies exclusively serving the Flats and the airspace above such balconies to a height of one storey above the surface thereof;
- (g) the lift cabins and associated plant and machinery but excluding the lift shafts;
- (h) all Conducting Media within the Building exclusively serving the Premises (except for Heat Installations); and
- (i) the Exclusive Heat Equipment,

but excluding from this demise:

- (j) the Building Structure and all the Landlord's plant fixtures and fittings (if any) in the Building;
- (k) half of any non-structural walls (severed medially) which separate the Premises from the from any adjoining parts of the Building;
- (l) the external doors of the Building and the exterior surfaces and structural parts of any window frames and glazing and external decorative surfaces of any windows;
- (m) any Conducting Media within the Building not exclusively serving the Premises;
- (n) the Heat Installations and Heat Interface Units; and

Premium

: £ [] ([])

Rent

: means a peppercorn annually, if demanded;

Section 106 Agreement	:	means the agreement pursuant to section 106 of the Town and Country Planning Act 1990 dated [] and made between (1) London Borough of Waltham Forest and (2) the Landlord, and[] any agreement in addition to or replacing the same or any variation thereto;
Service Charges	:	the Insurance Service Charge, the Estate Service Charge and the Heat Service Charge together or any of them (as the context may require);
Supplies	:	means water steam gas air soil electricity telephone heating telecommunications data communications and other like supplies and facilities;
Surveyor	:	means any independent chartered surveyor or firm of chartered surveyors appointed by the Landlord to perform the functions of a surveyor for any purpose of this Lease;
Units	:	means the Flats and the Commercial Units and Unit shall mean any one of them;
Usage Charge	:	means the cost of providing or procuring Heat through the Heat Installations and the Heat Interface Unit to the Premises and based on actual usage for the Premises determined through meter readings where appropriate and where no meter reading is available a fair and reasonable estimate (to be assessed from time to time by Landlord) and based in both cases on a tariff to be set by the Landlord or the Energy Service Company (acting reasonably).

Lease

1 Definitions and interpretation

- 1.1 In this Lease except where the context does not apply the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.
- 1.2 Where the Tenant is more than one person all the conditions and obligations entered into by such persons shall be joint and several.
- 1.3 References to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof.
- 1.4 Any provisions in this lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Landlord's interest in the Estate in existence at the date hereof and nothing in this lease is to be construed as including any obligations as the mortgagee not to refuse any consent or approval unreasonably.

2 Demise

In consideration of the Premium (receipt of which the Landlord hereby acknowledges) and Rent and the Tenant's covenants reserved and contained below the Landlord **hereby demises** the Premises to the Tenant with Full Title Guarantee **together** with the easements rights and privileges and other matters mentioned in Schedule 1 subject as there mentioned **except and reserving** the rights set out in Schedule 2 **to hold** the Premises to the Tenant for the term of 255 years from and including the date of this Lease **yielding and paying**:

- 2.1 **firstly** the Rent demanded by annual payment in advance; and
- 2.2 **secondly** by way of further rent the Insurance Service Charge, the Estate Service Charge and the Heat Service Charge as may from time to time be payable by the Tenant pursuant to Part 1 of Schedule 3 in accordance with the terms of that Schedule which terms shall be incorporated into this Lease and to which the parties shall be subject and (as appropriate) be required to observe and perform; and
- 2.3 the Usage Charge within 28 days of written demand from the Landlord(or at such other intervals as shall be agreed by the Management Company and Tenant (agreement not to be unreasonably withheld or delayed) and provided that the Landlord reserves the right to invoice the Usage Charge by such other method and at such other intervals as shall be agreed by the Landlord and Tenant (agreement not to be unreasonably withheld or delayed)) save where the Tenant or its underlessees or undertenants of Flats within the Premises have entered into a Heating Agreement pursuant to clauses 3.4.3and/or 3.4.4(c)of this Lease in which case the payment of the relevant part of the Usage Charge which relates to a Heating Agreement shall be in accordance with the terms of the Heating Agreement.

3 Tenant's covenants

The Tenant **hereby covenants** with the Landlord as follows:

3.1 Rent

To pay the rents on the days and in the manner as set out in this Lease provided always that if the rent and Service Charges or any other sums due thereunder or any part or parts thereof shall not be paid within twenty one days following written demand after becoming payable the same shall bear interest at four per centum per annum above the base rate of the Royal Bank of Scotland plc for the time being in force.

3.2 Outgoings

- 3.2.1 To pay all rates taxes assessments duties charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Premises or the owner or occupier in respect thereof (excluding any outgoings relating to the Landlord's reversionary interest in the Premises) and to keep the Landlord indemnified in respect of all such rates taxes assessments duties charges impositions and outgoings.
- 3.2.2 Without prejudice to clause 3.2.1 above, to pay for electricity gas and water consumed on the Premises including (without limitation) all charges for meters and standing charges.
- 3.2.3 To comply with all requirements and regulations of the respective supply authorities with regard to electricity water and gas installations and equipment in the Premises insofar as they are not the responsibility of the Landlord hereunder.

3.3 Repair

- 3.3.1 Except in the case of any damage by an Insured Risk (unless the insurance policy placed by the Landlord at Part 4 of Schedule 3 has been rendered void or the insurance monies are refused in part or in whole in consequence of some act or default of the Tenant) from time to time and at all times during the said term to repair maintain cleanse and keep in good and substantial repair the Premises including (without limitation) keeping the Exclusive Heat Equipment in good working order and condition.
- 3.3.2 To be responsible for and to indemnify the Landlord against all damage occasioned to the Building or the Estate or any adjacent or neighbouring premises or to any person caused by the act default or negligence of the Tenant, its underlessee or undertenants or the servants agents licensees or invitees of the Tenant.
- 3.3.3 To keep the internal surfaces of all windows at the Premises properly cleaned as often as reasonably appropriate.
- 3.3.4 To decorate the Premises in every fifth year of the Term in a proper and workmanlike manner with good quality materials.
- 3.3.5 Not to damage the Premises and to make good any damage howsoever caused by any person at the Premises with the Tenant's authority and to indemnify the Landlord and the Management Company against all costs claims and demands arising from such damage.

3.4 Heat

- 3.4.1 Not any time to repair or maintain or in any way interfere with the Heat Installations or Heat Interface Units and as soon as reasonably practicable upon becoming aware to report any defect in or damage to the Heat Installations or Heat Interface Units to the Landlord.
- 3.4.2 Not to make any alterations to the Exclusive Heat Equipment without the prior written consent of the Landlord(not to be unreasonably withheld or delayed).
- 3.4.3 On request from the Landlord the Tenant shall enter into a Heating Agreement which shall provide that the Tenant and/or the underlessees or undertenants of the individual Flats within the Premises be liable directly to the Energy Service Company for the Usage Charge Provided That if the Tenant or any of its underlessees or undertenants has not entered into such an agreement directly with the Energy Service Company the Tenant shall pursuant to clause 2.3 pay the Usage Charge to the Landlord and/or the Energy Service Company and all costs charges and tariffs (including without limitation any standing charges) payable for the supply of Heat to the Premises.
- 3.4.4 To procure that any underlease or tenancy of a Flat or a Commercial Unit within the Premises shall contain the following obligations on the part of the underlessee or undertenant in favour of the Landlord and Tenant:
- (a) to pay to the Management Company, the Tenant or any Energy Service Company all charges relating to Heat consumed by the premises underlet including (without limitation) all charges for meters and standing charges and management charges for such supply;
 - (b) to pay to the Landlord, the Tenant or any Energy Service Company such amount as may reasonably be required as security for the compliance by the underlessee or undertenant with the obligation contained in clause 3.4.4(a) above;
 - (c) if required by the Landlord, the Tenant or any Energy Service Company to enter into an agreement with an Energy Service Company to provide for the direct payment for consumption of Heat in the underlet premises; and
 - (d) to procure that any assignee or transferee of the underlease shall pay such security as mentioned in 3.4.4(b) above and enter into an agreement if required with an Energy Service Company as mentioned in 3.4.4(c) above.

3.5 Notices to Repair

- 3.5.1 The Tenant will permit the Landlord and all persons authorised by the Landlord during reasonable hours in the daytime to enter upon the Premises to:

- (a) view the state of repair and condition of the same and to ascertain the defects and wants of reparation for which the Tenant is liable under the covenants and obligations on its part contained in this Lease; and
- (b) give or leave at the Premises notice in writing to the Tenant of those defects and wants of reparation identified pursuant to Clause

3.5.2 The Landlord's right of access to the Premises under Clause 3.5.1 shall be exercised only upon the provision of reasonable prior written notice, save in the case of an emergency where no such notice shall be required.

3.5.3 Within a period of 28 (twenty eight) calendar days after the giving or leaving of a notice under Clause 3.5.1(b) or such longer period as reasonably agreed between the parties in the circumstances, the Tenant shall commence and proceed diligently to repair and make good the Premises according to such notice to the reasonable satisfaction of the Landlord's surveyor and in accordance with the covenants and obligations on the part of the Tenant contained in this Lease.

3.5.4 If the Tenant shall fail to comply with a notice in the manner set out in Clause 3.5.3, it shall be lawful (but not obligatory) for:

- (c) the Landlord the Landlord's workmen; and

all others persons authorised by the Landlord to enter on the Premises to make good the defects and wants of reparation specified in the said notice.

3.5.5 All proper and reasonable fees charges and expenses in that respect and in connection with the preparation and service of a notice pursuant to this Clause 3.5 shall be paid by the Tenant to the Landlord within 14 (fourteen) days of written demand by the Landlord or such other person as the Landlord shall reasonably direct .

3.5.6 To deliver to the Landlord every other notice or document affecting or likely to affect the Premises.

3.6 Yield Up

3.6.1 On the expiration or determination of the said term peaceably to yield up unto the Landlord the Premises in a good state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Premises or which during the said term may be affixed or fastened to or upon the same all of which shall at the expiration or determination of the said term be left complete with all parts and appurtenances thereof and in proper working order and condition Provided Always that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any Tenant's fixtures or fittings.

3.6.2 For a period of six months immediately preceding the determination of the said term on prior reasonable written notice to permit an inspection at any reasonable time in the day by any person wishing to inspect the Premises and

so authorised by the Landlord upon an appointment being made for that purpose.

3.7 Alienation

- 3.7.1 Not to assign, mortgage or charge part only of the Premises.
- 3.7.2 Not to underlet the whole, or any part, of the Premises other than in respect of individual Flats or Commercial Units on the terms of an underlease or tenancy containing covenants on the part of the underlessee or undertenant consistent in all material respects with the covenants on the part of the Tenant contained in this Lease (other than the payment of Rents and Service Charges) so far as the same relate to the premises comprised in such underletting and reflect the nature of such premises and to include in any underletting or tenancy the Estate Regulations.
- 3.7.3 Within one month next after any assignment or underletting (for a term of more than 7 years) of the Tenant's estate or interest in the Premises or any mortgage or charge of whole to produce to the Landlord and the Management Company a certified copy of the instrument of such assignment, underletting, mortgage or charge.

3.8 User

- 3.8.1 Not to use or permit or suffer to be used the Premises or any part thereof other than for affordable residential purposes until any final staircasing of any individual Flat (save in respect of the Commercial Units which may be used for such commercial purpose as is permitted pursuant to the Planning Permission) and ancillary common areas.
- 3.8.2 Not to use the Premises or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction.
- 3.8.3 To use reasonable endeavours to procure that the undertenants comply with the Estate Regulations.

3.9 Alterations

- 3.9.1 Not to make any external or structural alterations or additions to the Premises whatsoever unless authorised by any relevant legislation for the time being in force and in particular The Town and Country Planning Act 1990 and first having obtained the Landlord's prior written consent such consent not to be at the Landlord's absolute discretion.
- 3.9.2 Not to make any internal non-structural alterations or additions unless authorised by any relevant legislation for the time being in force and in particular The Town and Country Planning Act 1990.
- 3.9.3 Not to erect or cause to be erected to the exterior of the Premises any form of television aerial or receiving device and not to exhibit on the exterior of the Premises or in the windows thereof any nameplate placard or announcement

of any description except that a sign noting the name of the Premises and the Tenant can be affixed in a suitable position on the exterior of the Premises.

3.10 Title Covenants

To comply on an indemnity basis only with all matters affecting the land in Land Registry title number [] in so far as they are still subsisting and relate to the Premises and the rights granted in this Lease to the Tenant over other parts of the Estate and to indemnify the Landlord against all costs claims actions or liability whatsoever arising from any breach by the Tenant of this obligation.

3.11 Service Charges

To pay: the Estate Service Charge, the Heat Service Charge; and the Insurance Service Charge to the Landlord at the times and in the manner provided for in the Schedule 3 provided that the first payments of each one for the Account Year during which this lease is completed shall be apportioned amounts for the relevant period commencing on the date hereof and shall be made on the date hereof.

3.12 Planning Matters

At all times during the said term at the Tenant's expense to comply in all respects with the provisions and requirements of any relevant legislation for the time being in force and in particular the Town and Country Planning Act 1990 (and to the extent not already mentioned above) and any orders or regulations made under such legislation and all licences consents and conditions granted or imposed thereunder in respect of the Premises and conditions of any planning permission relating to the Premises and to produce to the Landlord receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant under or by virtue of such legislation affecting or relating to the Premises and at the request of the Landlord and at the cost of the Landlord to make or join with the Landlord in making every such objection or representation against the same that the Landlord shall reasonably deem expedient and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep indemnified the Landlord against all liability whatsoever in respect of such matters.

3.13 Statutory Requirements

The Tenant will at its own expense, and whether or not directed or required so to do by a competent authority, observe and comply or procure the compliance in all respects with the provisions and requirements of any and every enactment already or hereafter to be passed (which expression in this covenant includes as well any and every Act of Parliament and any and every Order Regulation and Bye Law made under or in pursuance of any such Act and having statutory force) so far as they relate to or affect the Premises, use of the Premises, the employment or residence therein of any person or persons and/or any fixtures machinery plant or chattels for the time being affixed thereto.

3.14 **Encroachments**

The Tenant will not, by building or otherwise, stop up or obstruct any access of light enjoyed by other parts of the Estate and will use reasonable endeavours to prevent any encroachment being made or easement acquired from under on or over the Premises.

3.15 **Pay Fees**

To pay all expenses (including legal costs and surveyors' fees) reasonably and properly incurred by the Landlord (but not for any vexatious notices or applications):

- 3.15.1 incidental to the preparation and service of a Notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;
- 3.15.2 incidental to the preparation and service of all notices and schedules relating to wants of repair of the Premises whether the same be served during or within 3 months after the expiration or sooner determination of the term hereby granted;
- 3.15.3 in respect of any application by the Tenant for any licence or consent of the Landlord required by this Lease including proper and reasonable legal costs and such aforementioned proper and reasonable surveyors' fees as shall have accrued when any licence or consent is lawfully refused or any application is withdrawn.

3.16 **Restriction of Insurance**

The Tenant will not effect any insurance on, or in respect of the Premises except insofar as the risk is one not insured by the Landlord pursuant to the provisions of this Lease.

3.17 **Notices of Damage**

- 3.17.1 In the event of all or any part of the Premises being destroyed or damaged by any of the Insured Risks, the Tenant will give notice in writing thereof to the Landlord as soon as such destruction or damage shall come to the attention of the Tenant.
- 3.17.2 The Tenant will inform the Landlord as soon as reasonably practicable in writing of any defect in the Premises which comes to the attention of the Tenant and which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing so as to comply with any duty imposed by common law or statute on the Landlord in favour of the Tenant or any other person.

4 **Landlord's Covenants**

4.1 The Landlord **hereby covenants** with the Tenant:

- 4.1.1 That the Tenant paying the rent hereby reserved and observing and keeping the material covenants and agreements by the Tenant herein contained may peaceably hold and enjoy the Premises during the said term without

interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord or by title paramount.

- 4.1.2 That the Landlord will require every person to whom the Landlord shall hereafter grant a lease for a term of not less than 21 years of any of the Flats on the Estate (so far as reasonably practicable) to enter into covenants conditions restrictions and agreements similar to those herein contained or as similar thereto as the circumstances will admit or require.
- 4.1.3 That if so requested by the Tenant the Landlord will take reasonable steps to enforce any covenants to which Clause 4.1.2 hereof applies against any other lessee of any other Flat on the Estate subject to the Tenant indemnifying the Landlord against all proper costs and expenses and providing such security in respect of costs and expenses as the Landlord may reasonably require.
- 4.1.4 To pay the service charge applicable to and to comply with similar obligations to those of the Tenant in this Lease in relation to any Flats in any other building on the Estate which are not let or are not the subject of leases which oblige the tenant thereof to pay an adequate service charge contribution in line with that under this Lease.
- 4.1.5 To provide the Insurance Services, Estate Services and Heat Services in accordance with the provisions of Schedule 3.

4.2

- 4.2.1 To procure the continuous operation of the Energy Centre and the continuous supply of Heat from the Heat Installations to the Premises.
- 4.2.2 To enforce the obligations of the Energy Service Company under the terms of its appointment and to observe and perform its own obligations thereunder.
- 4.2.3 To ensure that throughout the said term the Insurance Services, Estate Services and the Heat Services are provided operated and managed in accordance with the principles of good estate management.

5 **Miscellaneous**

Provided always and it is hereby agreed as follows:

- 5.1 The demise hereby granted shall not be deemed to include and shall not operate to convey or demise (except as hereinbefore provided) any ways watercourses sewers drains rights liberties easements or advantages whatsoever in through over or upon any land of the Landlord adjoining or near to the Premises.
- 5.2 The aforesaid covenants shall remain in full force notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or covenants affecting other lessees on the Landlord's property or adjoining or neighbouring premises for the time being belonging to the Landlord.

5.3 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services set out in Parts 2, 3 and 4 of Schedule 3 by reason of necessary repair improvement or maintenance of any installations or apparatus or damage thereto or cause beyond the Landlord's or the Management Company's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or vandalism or labour disputes (whether or not with the Landlord) or industrial action or unavoidable shortage of fuel materials water or labour or anything covered by insurance **Provided That** the Landlord shall take all adequate steps to remedy or make good the same as soon as practicable.

5.4 This lease does not impose any obligations on the Landlord except those expressly set out in this Lease.

6 Insurance

6.1 If the whole or any part of the Estate are destroyed or damaged by any of the Insured Risks or other risks covered by the Landlord's insurance so as to render the Premises unfit for use and occupation and/or inaccessible then (unless the insurance money is irrecoverable by reason of any act or default of the Tenant) the Rent and Service Charges or a fair proportion of each (as may be appropriate in the circumstances) shall be suspended until the Premises is again fit for occupation and use and are accessible and any dispute in this regard shall be referred to a surveyor appointed by the President or other competent official for the time being of the Royal Institution of Chartered Surveyors (the **President**) upon the request of the Landlord or of the Tenant to be fair and reasonable having regard to the value of the respective interests of the Tenant and the Landlord Provided that:

6.1.1 any surveyor appointed under this clause shall act as an arbitrator but so that the parties shall be entitled to make representations and cross representations thereto; and

6.1.2 in the event that any such surveyor refuses to act or is incapable of acting or does or fails to give notice of his determination within a reasonable time the Landlord and the Tenant may apply to the President for the further appointment of a surveyor which procedure may be repeated as many times as necessary.

6.2 In the event of the Estate or any part of it being damaged or destroyed by any Insured Risks so as to render the Premises unfit for use and occupation and/or inaccessible the Landlord shall as soon as reasonably practicable make a claim against the insurers and thereafter subject to clause 6.3 below will reinstate the damaged or destroyed part of the Estate making up any shortfall in the insurance proceeds from its own monies save where the insurance proceeds are withheld or reduced by reason of any act or omission of the Tenant or its tenants or the Tenant's failure to comply with any of its obligations in relation to insurance contained in this Lease and in the event of a dispute between the parties in relation to this clause the matter may be referred to an expert in accordance with the provisions of clause 9

6.3 On receipt of any insurance proceeds the Landlord shall obtain all necessary planning and other consents and lay out the insurance moneys necessary in order to carry out the repair rebuilding or reinstatement of the same Provided That if for any reason where such

rebuilding relates to the Building and / or Building Structure and the Landlord and Tenant (both acting reasonably and in good faith) agree that such rebuilding shall be impossible so as to render the Premises unfit for use and occupation and/or inaccessible the Landlord shall stand possessed of the insurance monies paid to it in respect of the Building and / or Building Structure upon trust to pay the same to the Landlord and the Tenant in such proportion as may be agreed between them to be fair and reasonable having regard to the value of the respective interests of the Tenant and Landlord in the Building (and any other owners of other parts of the Building) or in default of agreement as may be determined by a surveyor appointed by the President or other competent official for the time being of the Royal Institution of Chartered Surveyors (the **President**) upon the request of the Landlord or the Tenant Provided Further that:

- 6.3.1 the Landlord shall be entitled to require that a single surveyor be appointed by the President for the purpose of determining the apportionment of insurance monies to be made under this Lease;
 - 6.3.2 any surveyor appointed under this clause shall act as an arbitrator but so that the parties shall be entitled to make representations and cross representations thereto; and
 - 6.3.3 in the event that any such surveyor refuses to act or is incapable of acting or does or fails to give notice of his determination within a reasonable time the Landlord or the Tenant may apply to the President for the further appointment of a surveyor which procedure may be repeated as many times as necessary.
- 6.4 For the avoidance of doubt it is confirmed this Lease will remain in full force and effect notwithstanding such apportionment of the insurance monies between the Tenant and the Landlord.
- 6.5 The Landlord shall promptly notify to the Tenant in writing any material changes to or exclusions or limitations from the Landlord's Insurance.
- 6.6 The Landlord shall use reasonable endeavours to ensure that the Landlord's insurance policy shall contain a waiver of subrogation rights in respect of any act or omission of the Tenant or an person deriving title out of the Tenant or their respective agents and employees and usual non-invalidating provisions by the insurers in respect of the acts or omissions of third parties.
- 6.7 The Landlord shall procure that the interest of the Tenant (and of any mortgagee of the Tenant's interest in the Premises the details of which have been supplied to the Landlord in writing) is noted on the Landlord's Insurance policy either specifically or generically.

7 Forfeiture

- 7.1 If there is a material breach or material non-observance or material non-performance of any of the covenants on the part of the Tenant set out in this Lease and (to the extent that the same is capable of being made good or rectified) the Tenant shall have failed to commence (or shall thereafter fail to continue diligently and expeditiously) to make good or rectify the same as soon as reasonably practicable following receipt of a written notice from the Landlord specifying the breach it shall be lawful for the Landlord to re-enter upon and take possession of the Premises and all works and erections on the Premises or any part of it in the name of the whole with power to hold and dispose thereof whereupon this

present Lease (except this paragraph 7 which shall remain in full force and effect) and everything herein contained shall absolutely cease determine and become void but without prejudice to any right of action or remedy which may have accrued to either party in respect of any antecedent breach of any of the covenants or provisions herein contained but subject to the Landlord giving written notice of its intention to re-enter to any third party having a charge or other security interest over this Lease of whom it has received notice from the Tenant (**Funder**) and giving that Funder at least 20 working days (or such longer period as may be reasonable given the nature of the breach) to remedy any default before it does take steps to re-enter.

8 Value Added Tax

- 8.1 Subject to the Landlord providing the Tenant with a valid VAT invoice the Tenant will pay to the Landlord by way of additional rent VAT at the rate for the time being in force chargeable in respect of any payment made or other consideration provided by the Tenant under the terms of or in connection with this Lease and in every case where the Tenant covenants to pay an amount of money under this Lease such amount shall be regarded as being exclusive of all VAT which may from time to time be legally payable thereon.
- 8.2 The decision of the Landlord as to whether the Landlord or has made any such supplies as envisaged by clause 8.1 shall be binding upon the Tenant (save in the case of manifest error).

9 Determination of disputes

- 9.1 Any person appointed under this Lease as an expert or as an arbitrator is to be appointed by agreement between the Landlord and the Tenant. In the absence of agreement within two weeks of a request in writing from one party to the other to agree an appointment a party may refer the appointment to the president or other most senior available officer of the Royal Institute of Chartered Surveyors.
- 9.2 Where any person acts as an arbitrator:
- 9.2.1 he shall act in accordance with and subject to the provisions of the Arbitration Act 1996;
 - 9.2.2 the date of his award will be deemed to be the date on which he serves a copy of the award on the Landlord and the Tenant or if the award is served on the Landlord and the Tenant on different dates on the later of the two dates on which the award is served; and
 - 9.2.3 he will not be entitled to order the rectification setting aside or cancellation of this Lease or any other deed or document.
- 9.3 Where any person acts as an expert:
- 9.3.1 the parties may make written representations within 10 working days of his appointment and will copy the written representations to the other party/ies;
 - 9.3.2 the parties are to have a further 10 working days to make written comments on each other's representations and will copy the written comments to the other party or parties;

- 9.3.3 the expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
- 9.3.4 the expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
- 9.3.5 the expert is to have regard to all representations and evidence before him when making his decision which is to be in writing and be required to give reasons for his decision;
- 9.3.6 the expert is to use all reasonable endeavours to publish his decision within four weeks of his appointment;
- 9.3.7 the expert is to act impartially and in good faith between the parties; and
- 9.3.8 another expert may replace the expert if he dies becomes unwilling or incapable of acting or it becomes apparent for any other reason that he will be unable to determine the matter referred to him within a reasonable time.
- 9.4 Where any person acts as an arbitrator or an expert his decision shall be binding on the parties and his costs shall be in his award (in the case of an arbitrator) or his decision (in the case of an expert).

10 **Service of Notices**

The provisions of Section 196 of the Law of Property Act 1925 will apply to the service of any notices to be served under the provisions of this Lease. A notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent. A notice shall not be sufficiently served if sent by fax or email.

In witness whereof the parties have executed the same as a Deed the day and year first before written.

Schedule 1
Easements rights and privileges

- 1 Free and uninterrupted passage and running of Supplies from and to the Premises through the Conducting Media (including television aerials) which now are or may at any time during the term hereby created be in or under or pass through the Estate or any part of either of them and which serve or are capable of serving the Premises.
- 2 The right at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the adjoining or contiguous parts of the Estate for the purpose of executing repairs maintenance, renewal or rebuilding to or upon the Premises or to carry out alterations to the Premises and so that all such works shall be done with despatch and that the Tenant shall make good all damage in carrying out such works to the other parts of the Estate to the satisfaction of the Landlord.
- 3 Subject to compliance with the Estate Regulations liberty for the Tenant and all persons authorised by the Tenant (in common with all others entitled to the like right) at all times by day or by night on foot (along any footpaths) and with or without vehicles (in respect of any roads only) to go pass and repass over and along the Estate Common Parts (to gain access to and egress from the Premises and the adopted highway) Estate Common Parts and the Premises) designated from time to time for this purpose **provided** nevertheless that the Tenant shall not cause or authorise or permit the obstruction of the Estate Common Parts.
- 4 Subject to compliance with the Estate Regulations the right of way in common with the Landlord and others having a right for the Tenant and all persons authorised by the Tenant with or without vehicles over the Estate Common Parts designated from time to time for this purpose up to the surrounding adopted highways.
- 5 Subject to compliance with the Estate Regulations the right to any other facilities or amenities on the Estate Common Parts as are designated from time to time for use by the Tenant or other occupiers of the Estate in common **provided always** that nothing in this sub-clause shall operate to prevent the Landlord from providing additional facilities or amenities or reasonably withdrawing or amending any such facilities or amenities at any time.
- 6 The right to enforce the like covenants as are contained herein against the lessee for the time being of any other Unit in the Estate.
- 7 The right (in common with all others entitled to the like right) to connect any wireless or television satellite dish or receiving equipment set in the Premises with any aerials on the roof of the Building for the time being provided for by or on behalf of the Landlord.
- 8 The right to use the cycle stores shown [] on the plan(s) annexed at Appendix 1 from time to time for the storage of cycles belonging to the Tenant or its undertenants.
- 9 The right (in common with the Landlord and all other persons similarly entitled) to the free and uninterrupted passage of Heat to the Premises through the Heat Installations on the Estate.

- 10 The right (in common with the Landlord and all other persons similarly entitled) to access the designated (bin stores) on the Estate shown [] on the plan(s) annexed at Appendix 1 for the purposes of depositing any rubbish from the Premises in the said bin store for collection by the local authority on the relevant refuse collection day Provided That such rubbish is contained in bins or other appropriate receptacles ready for collection and that the Tenant shall comply with any proper regulations the Landlord may make and notify to the Tenant in respect of the use of the main bin store.
- 11 The right of support and protection for the benefit of the Premises and the Building as now or in the future is enjoyed from the Estate.
- 12 The right for the Tenant and all persons authorised by the Tenant to make extensions to and connections with the Conducting Media on through or under the Estate in accordance with an agreed method statement (which agreement shall not be unreasonably withheld or delayed) for all proper purposes with power to enter the Estate for such purposes and to cleanse empty execute repairs to and renew such Conducting Media upon giving 48 hours written notice (except in the case of emergency when no notice shall be required). The person exercising the right described in this paragraph shall make good and indemnify the Landlord against any damage or inconvenience caused and shall cause as little inconvenience as reasonably possible to the Landlord.

Schedule 2

Exceptions and Reservations

- 1 Free and uninterrupted passage and running of Supplies in and through the Conducting Media (including television aerals) now existing or added later upon through or under the Premises now or in the future intended for use by other parts of the Estate whether or not jointly with the Premises.
- 2 All rights of light air and other easements and rights now or hereafter belonging to or enjoyed by the Premises from or over any adjacent or neighbouring land or building.
- 3 The right to build or rebuild or alter any adjacent or neighbouring land or building now or hereafter belonging to the Landlord whether in possession or in reversion (and not hereby demised) at any time for any purpose.
- 4 Support and protection for the benefit of the other parts of the Estate and the Car Park as now or in the future is enjoyed from the Premises.
- 5 The right for the Landlord, , the Managing Agent and their duly authorised servants or agents with or without workmen and others upon giving 48 hours' prior notice in writing (except in cases of emergency) to enter the Premises to install and maintain in or upon the Premises the meters and (if any) television receiving aerals cables or other similar apparatus for providing media services electric entry systems (if any) or similar apparatus.
- 6 The right from time to time for the Landlord and/or anybody authorised by the Landlord or its duly authorised officers or agents with or without workmen to enter upon the Premises to provide additional facilities and services to be used in common by occupiers of the Estate or to reasonably alter divert stop-up or otherwise interfere with any rights specified in Schedule 1 hereto provided that reasonable alternative rights are or will be made available by the Landlord.
- 7 The right for the Landlord, , the Energy Service Company or anyone duly authorised by them on reasonable notice in writing (save in the case of emergency) to enter the Premises in order to install, inspect, maintain, repair or replace the Heat Installations and/or Heat Interface Units, to read, replace, exchange maintain or inspect any meters and monitoring equipment and to disconnect the Heat.
- 8 The right (in common with the Tenant and all other persons similarly entitled) to the free and uninterrupted passage of Heat to the Estate through the Heat Installations within the Premises.
- 9 The right for the Landlord, , the Managing Agent and their duly authorised servants or agents at all reasonable times with or without workmen upon 48 hours' notice in writing (or without notice in the case of emergency) to enter the Premises for the purpose of effecting repairs to the Building and/or adjoining parts of the Estate or to carry out alterations thereto but so that any such repairs or alterations shall be carried out with despatch and that the person exercising this right shall make good all damage in carrying out any work on the Premises.

Schedule 3

Insurance, Estate and Heat Services Provisions

Part 1

- 1 The Tenant hereby covenants with the to pay the the Estate Service Charge and the Heat Service Charge during the term by annual payments in advance and on such dates or at such other intervals as the may reasonably determine from time to time PROVIDED ALWAYS that all sums paid to the in respect of that part of the Estate Provision and the Heat Provision as relates to the reserve referred to at paragraph 4.2 shall be held by the or the Managing Agents in a separate trust account for the Tenant and all other tenants contributing thereto until applied towards the matters referred to it at paragraph 5 and all such sums shall only be so applied. Any interest on or income of the said sums being held by the or by the Managing Agents pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve.
- 2 The Tenant hereby covenants with the Landlord to pay the the Insurance Service Charge during the term by annual payments in advance and on such dates or at such other intervals as the Landlord may reasonably determine from time to time.
- 3 The Insurance Provision, the Estate Provision and the Heat Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with paragraph 4.
- 4 The Insurance Provision, Estate Provision and the Heat Provision shall each consist of sums comprising:
 - 4.1 The expenditure reasonably estimated by the Accountant the Landlord the or the Managing Agents as likely to be incurred in the forthcoming Account Year by the Landlord or upon the matters specified in Parts 2, 3, 4 and 5 of this Schedule together with;
 - 4.2 A reasonable amount (ascertained in accordance with the principles of good estate management) as a reserve for or towards such as the matters specified in Parts 2, 3 and 4 of this Schedule as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than a year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Estate Provision and the Heat Provision shall not fluctuate unduly from year to year) but;
 - 4.3 Reduced by any unexpended reserve already made pursuant to paragraph 4.2 of this sub-paragraph in respect of any such expenditure as aforesaid.
- 5 The relevant expenditure to be included in the Insurance Provision, the Estate Provision and the Heat Provision respectively shall comprise all expenditure reasonably and properly incurred by the Landlord in connection with the provision of the Insurance Services, the Estate Services and the Heat Services (as set out in Parts 2, 3, 4 and 5 of this Schedule).

- 6 As soon as reasonably practicable after the end of each Account Year (and in any event by no later than six months thereafter) the Landlord shall furnish to the Tenant a full statement or statements (in the form of a detailed service charge certificate signed by the Accountant) and which shall also certify the amount by which the estimate referred to at paragraph 4.1 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Account Year and the Tenant shall be allowed as a credit against the next payment due or as the case may be shall pay within 20 working days of receipt of the certificate a Fair Proportion of the excess or the deficiency which relates to the Insurance Provision, a Fair Proportion of the excess or the deficiency which relates to the Estate Provision and/or a Fair Proportion of the excess or the deficiency which relates to the Heat Provision (as the case may be).
- 7 The Landlord shall when invoicing the Tenant for the Heat Services provide the Tenant with a statement itemising each aspect of the Heat Services invoiced and shall use reasonable endeavours to provide any further information requested by the Tenant, acting reasonably, in order to enable the Tenant to pass this cost on to its undertenants.
- 8 There shall be excluded from the Insurance Service Charge, the Estate Service Charge and/or the Heat Service Charge payable by the Tenant in any service charge year during the term of this Lease (and the Tenant cannot be required to make any contributions to any reserve or sinking fund in respect of such items) the following:
- 8.1 any costs incurred by the Landlord in carrying out works to any part of the Estate which are necessary to repair reinstate or rebuild following damage or destruction by an Insured Risk unless caused by an act or default of the Tenant;
- 8.2 any costs incurred by the Landlord which relate to the initial construction of the Building, or any other parts of the Estate and/or the cost of the initial equipping and fitting out thereof including the Estate Common Parts and common parts of the Estate and all plant and machinery therein or thereon; and
- 8.3 to the extent that the costs can be recovered from the relevant building contractor the cost of remedying any defects in the Estate which is attributable to defective design workmanship materials supervision or preparation of the site upon which the buildings on the Estate are constructed.

Part 2

The Heat Services

The provision from time to time of time of services in relation to the Heat Installations which without prejudice to such generality shall include the following essential services:

- 1 Where not covered by the Usage Charge, the costs of and incidental to the Landlord providing maintenance repair renewal servicing replacement and improvement of all or part of the equipment associated with the Heat Installations including (but not limited to) the boiler and other plant machinery apparatus cables pipes wires meters control units roof solar panel and installations providing the Heat and any apparatus forming part of the Heat Installations (including the servicing of the Heat Interface Unit and the servicing of meters at such intervals as the Landlord reasonably deems necessary), .
- 2 Where not covered by the Usage Charge the cost of the Energy Service Company or any individual, firm or company acting as billing agent in respect of the Heat Provision or employed by the Landlord any in connection with the provision of the maintenance repair renewal servicing and improvement the Heat Installations referred to at subparagraph 1 hereof including the cost of employing such staff as the Landlord in its reasonable discretion thinks necessary to provide such services.
- 3 The cost of insuring and keeping insured throughout the Term hereby created the Heat Installations and the cost of insuring against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Landlord shall determine including architects' and surveyors' fees.
- 4 All charges assessments taxes duties and other outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable by the Management Company or the Landlord in respect of all parts of the Heat Installations and the Heat Provision.
- 5 The reasonable costs incurred by the Landlord in the management of the Heat Installations including all fees and costs incurred in respect of accounts kept and audits made for the purpose thereof.
- 6 The cost of taking all steps reasonably deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Heat Installations or the provision of the Heat for which the Tenant is not directly liable hereunder.
- 7 To retain (in accordance with the requirements of Part 1 of this Schedule 3) such sum or sums (if any) as the Landlord or Energy Service Company shall from time to time certify to be reasonably appropriate or desirable to be retained by the Landlord by way of a reserve fund against the cost of the repair maintenance and replacement of any part of the Heat Installations and/or for the depreciation of any associated plant machinery apparatus installations and equipment.

PART 3

The Estate Services

The provision from time to time of services in to or for the benefit of the Estate Common Parts and the Building which without prejudice to such generality shall include the following essential services:

- 1 Repairing maintaining and decorating treating cleaning and keeping free from and remedying all defects whatsoever and at the Landlord's discretion renewing rebuilding and replacing:
 - 1.1 such of the Conducting Media as may be enjoyed or used by the Estate (excluding those exclusively serving the Premises);
 - 1.2 the Building (to the extent not forming part of the Premises) and including without limitation the Building Structure and any plant or equipment in the Building; and
 - 1.3 the Estate Common Parts (to the extent not forming part of the Premises) and including without limitation any plant or equipment on the Estate and any external windows.
- 2 Complying with the Landlord covenants contained in clause 4 of this Lease.
- 3 Taking out and maintaining in force an effective insurance policy against any and every liability of the Landlord for injury to or death of any person (including every agent servant and workman of Landlord) and damage to or destruction of the property of such persons arising out of the management and/or maintenance and/or occupation of the Estate or any part thereof and in particular but without limitation:
 - 3.1 employer's liability; and
 - 3.2 insurance against such injury death damage or destruction due to the act neglect default or misconduct of the agents servants or workmen of the Landlord employed in connection with the management and/or maintenance of the Estate Common Parts and the Building.
- 4 Taking out and maintaining such further or other insurances in respect of or incidental to the Estate Common Parts and/or the Building as the Landlord shall from time to time in its discretion deem necessary acting reasonably.
- 5 The payment of any reasonable and proper, expenses relating to settling any insurance claims relating to the Estate Common Parts and/or the Building.
- 6 The compliance with every notice regulation requirement or order of any competent or local or other authority or statute in respect of the Estate Common Parts and/or the Building.
- 7 Taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways footpaths streets drainage or other matters relating or alleged to relate to the Estate Common Parts and/or the Building.

- 8 The payment of all charges assessments and other outgoings (if any) payable by the Landlord in respect of all parts of the Estate Common Parts (other than those separately relating to the Premises or the Flats contained therein).
- 9 To the extent the Management Company deems it necessary or desirable to do so providing maintenance and when necessary replacing renewing or amending closed circuit television for Estate Common Parts (but not any other security systems) but excluding any entry phone system or other systems or services exclusively serving the Premises.
- 10 The upkeep of and tending and stocking of:
- 10.1 any landscaping on the Estate Common Parts; and
- 10.2 floral and/or plant displays or areas within the Estate Common Parts.
- 11 Providing such fire fighting equipment appliances and any other signs or notices required by the local Fire Officer or the insurers in respect of the Estate Common Parts and/or the Building and the cost of repair maintenance and renewal of the same.
- 12 Leasing hiring or renting any item reasonably required for the purpose of carrying out any of the matters referred to in this Schedule.
- 13 The payment of all reasonable and proper fees charges expenses and commissions of the Managing Agents and any other person firm or company engaged in connection with the management and supervision of the Estate Common Parts and/or the Building (but excluding the costs of employing any porters and the cost of any additional services beyond the usual services provided by a managing agent or third party unless the Landlord has not obtained the Tenant's prior written approval thereto) and provided that the total of such management fees, charges and expenses and commissions shall not be exceed ten per cent (10%) of the Estate Service Charge.
- 14 To the extent the Landlord reasonably deems it necessary or desirable to do so employing staff (but not porters) for the Estate Common Parts either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Estate Common Parts and the provision of services to the Estate Common Parts and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including / without limitation contributions to an occupational pension scheme the payment of such insurance health pension welfare and other contributions and premiums, industrial training levies redundancy and similar or ancillary payments that the Landlord may be required by statute or otherwise to pay or may in his absolute discretion deem necessary (acting reasonably) in respect of such staff and uniforms working clothes tools machinery two-way radios appliances office equipment cleaning and other materials bins receptacles and other equipment for the proper performance of their duties provided that Landlord shall obtain the Tenant's prior written approval to the employment of any such staff members (approval not to be unreasonably withheld or delayed).
- 15 Paying rent rates telephone charges gas electricity and other incidental expenses of:
- 15.1 any accommodation provided in the Building or elsewhere for occupation or use by the persons employed in connection with the provision of any of the services to the Estate Common Parts and/or the Building; and

- 15.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of any of the said services,
- provided that the Landlord shall obtain the Tenant's prior written approval to any such costs.
- 16 To retain (in accordance with the requirements of Part 1 of this Schedule 3) such sum or sums (if any) as the Managing Agents shall from time to time certify to be reasonably appropriate or desirable to be retained by the Landlord by way of a reserve fund against the cost of the repair maintenance and decoration of any part of the Estate Common Parts and/or for the depreciation of plant machinery apparatus installations and equipment.
- 17 To retain (in accordance with the requirements of Part 1 of this Schedule 3) such sum or sums (if any) as the Managing Agents shall from time to time certify to be reasonably appropriate or desirable to be retained in respect of any depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant machinery or apparatus of any part of the Estate Common Parts and/or the Building.
- 18 Paying the standing and other general charges for the supply of water to the Estate Common Parts and/or the Building.
- 19 The reasonable and proper administration expenses of the Landlord in connection with the management of the Estate Common Parts and/or the Building.
- 20 Carrying out any other works or providing other services or facilities of any kind whatsoever which the Landlord or the Managing Agents may from time to time consider desirable (acting reasonably in accordance with the principles of good estate management) for the purpose of maintaining or improving the services or facilities on or for the Estate Common Parts and/or the Building.

PART 4

Insurance Services

The provision from time to time of services in relation to the insurance of the Estate which without prejudice to such generality shall include the following essential services:

- 1 At all times during the term (unless such insurance shall be vitiated by any act or default of the Tenant) to keep the Estate insured against loss or damage by the Insured Risks and such other risks as the Landlord may from time to time reasonably determine or the Tenant or the Tenant's mortgagee may reasonably require in some insurance office of repute to full reinstatement value (including all professional fees the cost demolition, removal of debris and incidental expenses in connection with any reinstatement) and whenever required (but no more than once in every calendar year) will produce to the Tenant the insurance policy and a copy of the receipt for the last premium for the same.
- 2 Services provided by the Landlord in complying with its obligations in clause 6 of this Lease.

Schedule 4

Estate Regulations

Part 1

To be complied with by the undertenants of the Flats

- 1 No piano or other musical instruments record player television wireless or other mechanical or electronic instrument for the reproduction of sound of any kind shall be played or used nor shall singing be practised in the Premises so as to cause an actionable nuisance to the owners and occupiers of the other parts of the Estate or so as to be audible outside the Premises between the hours of 11.00pm and 8.00am and to pay all costs charges and expenses of abating any such nuisance howsoever caused.
- 2 No dirt rubbish rags or other refuse shall be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Premises.
- 3 No dog cat bird or other animal (with the exception of a guide dog) shall be kept in the Premises.
- 4 No commercial vehicles caravans trailers boats or similar large objects shall be brought onto any part of the Estate provided that the temporary parking of commercial vehicles in designated areas on the Estate for the delivery of goods and services to the Premises shall not be a breach of this covenant.
- 5 No obstruction or interference shall be made in or with the lifts in the Premises or the roads footpaths or forecourts which forms part of the Estate so as to render them unfit for use.
- 6 No water or liquid shall be permitted to soak through the floor of the Premises and in the event of such happening without prejudice to the Landlord's or the Management Company's rights under this Lease or otherwise the Tenant shall immediately rectify and make good all damage and injury occasioned to any parts of the Estate and to the property of the other tenant of premises in the Building and/or elsewhere on the Estate.
- 7 Not to erect fix place or display or permit or suffer to be erected fixed placed or displayed upon the exterior of the Premises or of the Building, on any terrace or balcony forming part of the Premises or in or on any other part of the Estate any advertisements or sign or anything whatever in the nature of an advertisements and in particular without prejudice to the generality of the foregoing not to place or display any "For Sale" or "To Let" board upon the exterior of the Premises or of the Building Provided That a sign with the name of the Premises and the Tenant can be affixed in a suitable position on the exterior of the Premises except that during the last year of the Term the Tenant will permit the Landlord to display on the Premises a notice stating that the Premises are "For Sale" or "To Let" provided the same does not interfere with the Tenant's reasonable enjoyment of the Premises.
- 8 Not to erect on the exterior of the Premises (or any balcony patio or terrace forming part of the Premises) any television or other radio transmitting aerials or satellite dishes or similar items.

- 9 Not to use on the Premises any industrial electrical device without an effective suppressor.
- 10 Not to interfere (by physical act, noise, vibration or in any way) with the enjoyment and amenity of the other Flats in the Building or in other building on the Estate nor to allow any noxious smell to enter any of them or any common parts in the Building or elsewhere on the Estate.
- 11 Not to permit children to play or make noise on the Estate Common Parts anywhere else on the Estate or in any lift or elsewhere in the Building so as to be a nuisance or annoyance to tenants or occupiers of the other Flats in the Building or elsewhere on the Estate.
- 12 Not to allow any washing or other items of clothing whatsoever to be hung from any window, terrace, patio or balcony forming part of the Premises.
- 13 Not to store any plant machinery barbecues or other chattels or other items whatsoever on any external terrace patio or balcony forming part of the Premises apart from exterior tables and chairs and plant pots of good quality and state of repair.
- 14 Not to leave refuse anywhere on the Estate or in the Building other than in the areas reasonably specified for such purposes by the Management Company from time to time.
- 15 To clean the inside of the windows of the Premises when reasonably necessary.
- 16 Not to pick flowers anywhere on the Estate and not to cause damage to the grass trees shrubs or plants within the Estate Common Parts or anywhere else on the Estate.
- 17 Cycling rollerblading and skating (or similar pursuits) are absolutely prohibited on the Estate Common Parts.
- 18 Ball games and barbecues are absolutely prohibited anywhere on the Estate Common Parts or anywhere else on the Estate and no musical instruments are to be played or audio equipment is to be played out loud on any of the Estate Common Parts and no private parties are to be held anywhere on the Estate Common Parts unless any such private parties have been pre-authorised by the Landlord at its discretion (or by any Managing Agents to whom the Landlord may have delegated this function). If such authorisation is given it shall also indicate if music is allowed and if so the type of music and any other requirements subject to which it is given.
- 19 No dog cat bird or other animal shall be allowed onto any of the Estate Common Parts without the Landlord's consent in its absolute discretion.
- 20 No noisome activity is permitted anywhere on the Estate Common Parts.
- 21 To keep all windows forming part of the Premises properly dressed with appropriate blinds or curtains only.
- 22 Not to put the Landlord in breach of covenants and obligations owed to the Landlord.
- 23 Not to use the use the cycle stores shown [] on the plan(s) annexed at Appendix 1 other than for the storage of a pedal cycle belonging to the Tenant and undertenants and not to park any cycle on the Premises other than in the cycle store.

- 24 To maintain suitable floor coverings in all parts of the Premises with appropriate sound proofing.
- 25 Not to place excessive weight on the floors of the Premises or suspend from the ceilings or walls anything which may be or become a source of danger or nuisance.
- 26 Not to block drains serving the Premises and to clear the same at the Tenant's own expense and if the Tenant fails to do so to permit the Landlord or the Management Company to enter the Premises to clear the same.
- 27 Not to interfere with or hinder the Landlord or the in the exercise of its rights under the Lease.
- 28 Not to park any vehicle on any part of the Estate.
- 29 Not to erect or affix any structure or material whatsoever on or to the exterior parts of the Premises or any other part of the Estate including (without limitation) trellis, fences, windbreaks, sheeting, flags, laundry lines, bird feeders, bird boxes and other wildlife homes.
- 30 Not to do or suffer or permit to be done or allow to be done or to bring or allow to be brought on to the Premises or any part thereof any act matter or things of a noisy dangerous noxious offensive inflammable or combustible nature or which may cause damage to be or grow to be a danger or actionable nuisance to the Landlord or or to adjoining or neighbouring premises. .
- 31 Not overload any of the floors, walls, staircases or services, wiring or installations at the Premises.
- 32 Not without the Landlord's written consent to use or allow to be used or to bring or allow to be brought on to the Premises or any part thereof any calor gas paraffin or other inflammable fuel or liquid.

Part 2

To be complied with by the undertenants of the Commercial Units

- 33 No dirt rubbish rags or other refuse shall be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Premises.
- 34 No commercial vehicles caravans trailers boats or similar large objects shall be brought onto any part of the Estate provided that the temporary parking of commercial vehicles in designated areas on the Estate for the delivery of goods and services to the Premises shall not be a breach of this covenant.
- 35 No obstruction or interference shall be made in or with the lifts in the Premises or the roads footpaths or forecourts which forms part of the Estate so as to render them unfit for use.
- 36 No water or liquid shall be permitted to soak through the floor of the Premises and in the event of such happening without prejudice to the Landlord's or the Management

Company's rights under this Lease or otherwise the Tenant shall immediately rectify and make good all damage and injury occasioned to any parts of the Estate and to the property of the other tenant of premises in the Building and/or elsewhere on the Estate.

- 37 Not to erect fix place or display or permit or suffer to be erected fixed placed or displayed upon the exterior of the Premises or of the Building, or in or on any other part of the Estate any advertisements or sign or anything whatever in the nature of an advertisements and in particular without prejudice to the generality of the foregoing not to place or display any "For Sale" or "To Let" board upon the exterior of the Premises or of the Building Provided That a sign with the name of the Premises and the Tenant can be affixed in a suitable position on the exterior of the Premises except that during the last year of the Term the Tenant will permit the Landlord to display on the Premises a notice stating that the Premises are "For Sale" or "To Let" provided the same does not interfere with the Tenant's reasonable enjoyment of the Premises.
- 38 Not to erect on the exterior of the Premises any television or other radio transmitting aerials or satellite dishes or similar items.
- 39 Not to use on the Premises any industrial electrical device without an effective suppressor.
- 40 Not to interfere (by physical act, noise, vibration or in any way) with the enjoyment and amenity of the Flats in the Building or in other building on the Estate nor to allow any noxious smell to enter any of them or any common parts in the Building or elsewhere on the Estate.
- 41 Not to leave refuse anywhere on the Estate or in the Building other than in the areas reasonably specified for such purposes by the Management Company from time to time.
- 42 To clean the inside of the windows of the Premises when reasonably necessary.
- 43 To keep all windows forming part of the Premises properly dressed with appropriate blinds or curtains only.
- 44 Not to put the Landlord in breach of covenants and obligations owed to the Landlord.
- 45 To maintain suitable floor coverings in all parts of the Premises with appropriate sound proofing.
- 46 Not to place excessive weight on the floors of the Premises or suspend from the ceilings or walls anything which may be or become a source of danger or nuisance.
- 47 Not to block drains serving the Premises and to clear the same at the Tenant's own expense and if the Tenant fails to do so to permit the Landlord or the Management Company to enter the Premises to clear the same at the cost of the Tenant.
- 48 Not to interfere with or hinder the Landlord or the in the exercise of its rights under the Lease.
- 49 Not to park any vehicle on any part of the Estate save in any designated parking space, disabled parking bays and temporary loading/dropping off bays.
- 50 Not to erect or affix any structure or material whatsoever on or to the exterior parts of the Premises or any other part of the Estate including (without limitation) trellis, fences,

windbreaks, sheeting, flags, laundry lines, bird feeders, bird boxes and other wildlife homes.

- 51 Not to do or suffer or permit to be done or allow to be done or to bring or allow to be brought on to the Premises or any part thereof any act matter or things of a noisy dangerous noxious offensive inflammable or combustible nature or which may cause damage to be or grow to be a danger or actionable nuisance to the Landlord or or to adjoining or neighbouring premises. .
- 52 Not overload any of the floors, walls, staircases or services, wiring or installations at the Premises.
- 53 Not without the Landlord's written consent to use or allow to be used or to bring or allow to be brought on to the Premises or any part thereof any calor gas paraffin or other inflammable fuel or liquid.
- 54 Not to use the Premises for any noisy, offensive, dangerous, illegal or immoral purpose nor for residential or sleeping purposes nor for gambling or betting.
- 55 Not to hold on the Premises any political meeting or public show or spectacle nor any sale by auction.
- 56 Unless expressly included within the permitted user or otherwise expressly approved by the Landlord (such approval to be at the Landlord's absolute discretion) not to use the Premises as a restaurant, snack bar or for catering of any description nor as a betting shop, pet shop, sex shop, amusement arcade or leisure centre nor for the business of an undertaker, travel agent, ticket agent, estate agent, employment agent, insurance office, bank or building society nor for the sale of second-hand or used furniture (except antiques).
- 57 Not to install or use any flashing lights so as to be visible from outside the Premises.
- 58 Not to place any vending machine automatic telling machine or video games machine on the Premises.
- 59 Not to do anything on the Premises which may be or become a nuisance damage or disturbance to the Landlord or any owner or occupier of other land.
- 60 Not to do or permit anything which would vitiate the Landlord's insurance or create a fire risk.

Appendix 1
Plan(s) of Premises

Appendix 2

Estate Plan

Signature page

[to be populated]

EXECUTED by the Parties as a Deed

Executed as a deed by
GLA LAND AND PROPERTY LIMITED
Acting by a Director in the presence of:

Signature of Witn

Name of Witness :

Address :

City Hall
SE1 2AA

Occupation:

Administrator

The Common Seal of **CATALYST**)
HOUSING LIMITED was hereunto affixed)
in the presence of:)

Authorised Signatory

Authorised Signatory