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Agreement

The Greater London Authority

and

The Mayor and Burgesses of the London Borough of
Newham

and

Transport for London

and

Silvertown Homes Limited

and

GLA Land and Property Limited

pursuant to section 106 of the Town and
Country Planning Act 1990 and other powers in
relation to land at Thameside West, Silvertown,
London E16

5 October 2021

Ref: TLG /1000-075-716

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THIS DEED is made on

5 October

2021

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, The Queen's Walk, London SE1 2AA (the "**GLA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, East Ham, London E6 2RP (the "**Council**"); and
- (3) **TRANSPORT FOR LONDON** (a statutory body established under the Greater London Authority Act 1999) of 5 Endeavour Square, Stratford, London, E20 1JN ("**TfL**"); and
- (4) **SILVERTOWN HOMES LIMITED** (a company registered in England and Wales under company registration number 03954388) whose registered office is at 12 Carlos Place, London, England, W12 2ET (the "**First Owner**"); and
- (5) **GLA LAND AND PROPERTY LIMITED** (a company registered in England and Wales under company registration number 07911046) whose registered office is 5 Endeavour Square, Stratford, London, E20 1JN (the "**Second Owner**"); and

RECITALS:

- (A) The Council is the local planning authority for the administrative area of the London Borough of Newham for the purposes of the 1990 Act and is the local highways authority for the purposes of the 1980 Act.
- (B) The First Owner is registered at Land Registry as proprietor of the freehold title absolute in the part of the Site registered under Title Numbers EGL370812, EGL369620, EGL369621, EGL369622 and EGL107110 as well as the leasehold interest in the part of the Site registered under Title Number TGL362872.
- (C) The Second Owner is registered at Land Registry as proprietor of the freehold title absolute in the part of the Site registered under Title Numbers EGL512253, EGL371806, EGL266013, NGL51565, EGL465561, EGL369495 and EGL137962 as well as the leasehold interest in the parts of the Site registered under Title Numbers NGL110643, NGL131881 and NGL24651.
- (D) The First Owner and Second Owner are registered at Land Registry as proprietors of the freehold title absolute in the part of the Site registered under Title Number EGL46486 as tenants in common.
- (E) The Council is registered at Land Registry as proprietor of the freehold title absolute of the Council Land as well as the part of the Site registered under Title Numbers EGL415162, EGL56079, EGL378084, EGL133270, EGL415159 and EGL272922.
- (F) DLRL is registered at Land Registry as proprietor of the freehold title absolute in the part of the Site registered under Title Numbers EGL512796, EGL522957, EGL512797, EGL512798 and EGL522960 as well as the leasehold interest in the parts of the Site registered under title number EGL510833. DLRL will not be carrying out the Development under the Planning Permission and it has been agreed between the Parties that DLRL is not required to be a party to this Deed in its capacity as a landowner.
- (G) LUL is registered at Land Registry as proprietor of the freehold title absolute in the part of the Site registered under Title Number EGL456619. LUL will not be carrying out the Development under the Planning Permission and it has been agreed between the Parties that LUL is not required to be a party to this Deed in its capacity as a landowner.

- (H) Thames Water Utilities Limited ("**Thames Water**") is registered at Land Registry as proprietor of the freehold title absolute in the part of the Site registered under Title Number EGL372287. Thames Water will not be carrying out the Development under the Planning Permission and it has been agreed between the Parties that Thames Water is not required to be a party to this Deed in its capacity as a landowner.
- (I) London Power Networks PLC ("**LPN**") is registered at Land Registry as proprietor of the parts of the Site registered under leasehold Title Numbers EGL519527, EGL556421, EGL504675, EGL577051 and EGL546298. LPN will not be carrying out the Development under the Planning Permission and it has been agreed between the Parties that LPN is not required to be a party to this Deed in its capacity as a landowner.
- (J) TfL is registered at Land Registry as proprietor of the parts of the Site registered under leasehold Title Numbers TGL539102 and TGL508280 as well as the leasehold interest pending registration under Title Number TGL539126 and it is agreed between the Parties that TfL is not required to be a party to this Deed in its capacity as a landowner.
- (K) Part of the Site is unregistered land.
- (L) On 13 December 2018 the Owner submitted the Application to the Council for the Planning Permission to carry out the Development. The Application was revised on 17 May 2019 and 28 June 2019.
- (M) The Council resolved at a meeting on its strategic development committee held on 12 November 2019 that it was minded to refuse the grant of the Planning Permission for the Development.
- (N) On 2 December 2019, the Deputy Mayor for Planning, Regeneration and Skills gave a direction to the Council under powers conferred by section 2A of the 1990 Act and delegated by the Mayor of London that he would act as the local planning authority for the purposes of determining the Application.
- (O) The Application was further revised on 15 May 2020, 25 June 2020 and 20 July 2020 .
- (P) At a representation hearing held on 5 August 2020, the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed.
- (Q) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (R) The Council will be responsible with the GLA and TfL for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Council shall have primary responsibility for such monitoring and enforcement BUT FOR THE AVOIDANCE OF DOUBT any payment or performance of works shall only be required to be satisfied once and there shall not be any duplication of any said payment or works.
- (S) TfL has the power under the Greater London Authority Act 1999 to facilitate the discharge by the GLA of its duty to promote and encourage safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and, in respect of GLA roads (as defined in the 1980 Act), is the highway authority.
- (T) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Deed.

- (U) TfL has entered into this Deed in its capacities as highway authority and a statutory public transport service provider and is the body by whom certain of the transport-related obligations contained in this Deed may be enforced.
- (V) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- (W) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (X) The Parties have therefore agreed to enter into this Deed to secure the planning obligations referred to herein with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming through or under them unless otherwise specified in this Deed.
- (Y) The Parties acknowledge and agree that the terms of this Deed are particular to this Development and are not intended to set a precedent in respect of any other planning obligation entered into by it or them.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

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

"1974 Act" means the Greater London Council (General Powers) Act 1974;

"1980 Act" means the Highways Act 1980;

"1990 Act" means the Town and Country Planning Act 1990;

"Accessible Housing Marketing Period" means a period of at least 24 months;

"Accessible Housing Units" means those Dwellings provided in accordance with paragraph 1 of schedule 13 of this Deed;

"Acquisition" means acquisition, expiry, vesting, variation, surrender, extinguishment, termination, release, forfeiture, determination or the overriding of the relevant interest (including without limitation pursuant to s.203 of the Housing and Planning Act 2016) and **"Acquire"** and **"Acquired"** shall be construed accordingly;

"Acts" means section 27 of the Greater London Council (General Powers) Act 1969, section 1 of the Localism Act 2011, section 2 of the Local Government Act 2000, section 16 of the 1974 Act, the Greater London Authority Act 1999, sections 111, 120 and 123 of the Local Government Act 1972, section 2E of the 1990 Act and sections 8, 38 and 278 of the 1980 Act and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;

"Additional Affordable Housing Statement" means a document to be submitted to the GLA and the Council as part of each Viability Review except the Late Stage Review if a Surplus Arises under that Viability Review, containing the following information:

- (a) calculations showing how the values of **"X"** and **"Y"** in the Affordable Housing Minimum will be increased in accordance with Part 2 of schedule 6;
- (b) the new values of **"X"** and **"Y"** in the Affordable Housing Minimum, which must not be less than the previous values of **"X"** and **"Y"** respectively;

- (c) an increase to the percentage in limb (b) of the Family Housing Requirements or a justification as to why such increase is not possible;
- (d) only to the extent necessary to accommodate an increase in limb (b) of the Family Housing Requirements, variations to the Agreed Size Mix (Outline Phases); and
- (e) proposed updates to the Affordable Housing Plan to be made in the next application for reserved matters approval for an Outline Phase reflecting the above changes to the Affordable Housing Minimum, the Family Housing Requirements and/or the Agreed Size Mix (Outline Phases);

"Adjusted IRR" has the meaning set out in paragraph 6.9 of part 2 of schedule 6;

"Adoptable Standards" means the Council's minimum standards for new adopted footways and cycleways as set out in the London Borough of Newham's Design Guide for Borough Roads (Version 2, July 2010) or any updated version or replacement of such guidance;

"Affordable Housing" means housing to be provided as London Affordable Rented Housing and London Shared Ownership Housing provided by an Affordable Housing Provider to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home (subject to the terms of this Deed where relevant) to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy (if any) to be recycled for alternative affordable housing provision;

"Affordable Housing Minimum" means a requirement to provide not less than 125,655 sq. m (net internal area) of Affordable Housing as part of the Development and not less than the following percentages of the Dwellings as Affordable Housing:

- (a) X per cent measured by number of Habitable Rooms; and
- (b) Y per cent measured by number of units;

where **"X"** and **"Y"** have the values set out in the Additional Affordable Housing Statement approved by the GLA and the Council as part of the latest Viability Review or, where no Additional Affordable Housing Statement has been so approved, are 39 and 34 respectively and PROVIDED THAT where a provision of this Deed requires compliance with this requirement in respect of an Outline Phase, the references to **"Dwellings"** are to the Dwellings in that Outline Phase and the Dwellings in the previous Phases;

"Affordable Housing Plan" means:

- (a) Plan 13 showing the indicative locations of the Affordable Housing Units shaded blue; and
- (b) the accommodation schedule at appendix 1;

as shall be updated as part of a reserved matters approval for each Outline Phase, each update to include 1:50 plans showing the location, size and internal layout of the Affordable Housing Units in that Outline Phase, and **"latest Affordable Housing Plan"** means the latest Affordable Housing Plan so approved;

"Affordable Housing Provider" means:

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing;

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);

"Affordable Housing Target Tenure Split" means a requirement for:

- (a) the provision of a minimum of 60 per cent (by Habitable Room) and 59 per cent (by unit number) of the aggregate of the Affordable Housing Units as London Affordable Rented Housing; and
- (b) the provision of the remaining Affordable Housing Units as London Shared Ownership Housing;

PROVIDED THAT, where a provision of this Deed requires compliance with this requirement in respect of an Outline Phase, the references to **"Affordable Housing Units"** are to the Affordable Housing Units in that Outline Phase and the Affordable Housing Units in the previous Phases;

"Affordable Housing Units" means the Dwellings to be provided as Affordable Housing in accordance with schedule 5 comprising not less than the Affordable Housing Minimum and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Housing Units (Phase 1)" means the Affordable Housing Units to be provided as part of Phase 1 as shown for indicative purposes on Plan 13A (with those provided as London Affordable Rented Housing shaded pink and those provided as London Shared Ownership Housing shaded orange) comprising not less than 49 per cent of the Dwellings in Phase 1 (by number of units) and not less than 46 per cent of the Dwellings in Phase 1 (by Habitable Room);

"Affordable Workspace" means the 95 sqm (GIA) of flexible Class B1 (under the Use Classes Order) Commercial Floorspace within Building A which is to be provided by the Owner in perpetuity;

"Affordable Workspace Lease" means a lease tenancy, licence or letting agreement of the Affordable Workspace or any part thereof to be entered into between the Owner and eligible tenant or licensee in accordance with the following heads of terms:

- (a) does not require the payment by the tenant or licensee of a premium or rent greater than £18.00 per square foot per annum inclusive of service charge;
- (b) from first letting, rent reviews shall be upwards only and annual rent increases shall not exceed CPI + 1%;
- (c) restricts the permitted use by any tenant, licensee or occupier to a use within Class B1 of the Use Classes Order;
- (d) requires that each lease, tenancy, licence or letting agreement of the Affordable Workspace or any part shall:
 - (i) include mutual break clauses;

- (ii) be contracted out of the Landlord and Tenant Act 1954; and
- (iii) prohibit the tenant or licensee from assigning, subletting or sharing occupation of the premises;

"Affordable Workspace Strategy" means a strategy to be submitted by the Owner to the Council for its approval in writing and includes (without limitation):

- (a) how the Affordable Workspace will be used and whether this will be linked to the uses at ground and first floor or for use by local residents;
- (b) a clear approach to how the space will be managed including means of access, hours of use;
- (c) criteria for how tenants or those eligible for licences or membership will be selected;
- (d) the process for marketing the Affordable Workspace to potential tenants, licensees and/or occupiers;
- (e) on first lettings and subsequent lettings where a tenant intends to vacate, a priority period of not less than three months during which the Affordable Workspace shall be marketed exclusively to Local Residents or businesses operating within the London Borough of Newham;

"Affordable Workspace Unit" means any individual unit of Affordable Workspace;

"Agreed Mix (Phase 1)" means the following mix of tenures and sizes of the Dwellings in Phase 1:

	London Affordable Rented Housing Units (no. of units)	London Shared Ownership Housing Units (no. of units)	Market Housing Units (no. of units)	Total (no. of units)
Studio	0	0	1	1
1 bed	32	72	80	184
2 bed	27	44	85	156
3 bed	12	8	36	56
4 bed	0	0	4	4
Total	71	124	206	401

"Agreed Size Mix (Outline Phases)" means, for each Outline Phase, the following minimum and maximum thresholds for the mix of sizes of the Dwellings in that Outline Phase, as may be amended under an Additional Affordable Housing Statement approved by the GLA and the Council:

	London Affordable Rented Housing Units (minimum and maximum percentage of total number of London Affordable Rented Housing Units in the relevant Outline Phase)	London Shared Ownership Housing Units (minimum and maximum percentage of total number of London Shared Ownership Housing Units in the relevant Outline Phase)	Market Housing Units (minimum and maximum percentage of total number of Market Housing Units in the relevant Outline Phase)
Studio	0-5	0-10	0-15
1-2 bed	35-55	50-70	60-80
3-bed	35-50	25-35	15-25
4-bed	0-10	0-5	0-5

"Air Quality Contribution" means a financial contribution of £250,000 (two hundred and fifty thousand pounds) Indexed to be used by the Council to monitor the impact on air quality of the construction and Occupation of the Development up to five years after First Occupation of the final Phase;

"Alternative Bicycle Hire Scheme" means a scheme for members of the public to hire and return bicycles that is not part of the Cycle Hire Scheme;

"Alternative Bicycle Hire Station" means a station for members of the public to hire and return bicycles that is part of the Alternative Bicycle Hire Scheme;

"Application" mean the application for planning permission to carry out the Development on the Site validated by the Council on 9 January 2019 as subsequently amended and allocated Newham reference number 18/03557/OUT and GLA reference number 4039c;

"Application Stage Energy Assessment" means the Energy and Sustainability Assessment and Addendum dated 16 April 2020 and submitted with the Application;

"Application Stage Viability Appraisal" means the viability assessment assessed as part of the Application a summary of which entitled **"Thameside West Application Stage Viability Appraisal"** and dated 28 July 2020 as prepared by the Greater London Authority is appended at annex 3 of schedule 6;

"Apprenticeship" means anyone on an apprenticeship scheme of at least a year in length, with a written contract to that effect. They must be earning a wage and working alongside experienced staff to gain job specific skills and attending college or an education and training provider. An apprentice scheme should follow a framework- an NVQ, technical qualification and functional skills, note that frameworks will be replaced by standards from 2017. All apprentices must be new staff recruited by the company within the last six months (i.e. not long-term staff who convert to Apprenticeship role). All Apprentices are to be paid at least the national minimum wage for 18 – 20 year olds and increasing according to their age. National Apprenticeship rates (currently £3.70) are NOT acceptable. Link for national pay rates: <http://www.acas.org.uk/index.aspx?articleid=1902> and **"Apprentice"** shall be construed accordingly;

"Appropriate Progress Actual Date" means the earliest date on which 2,000 Dwellings have been Practically Completed and made available for Occupation;

"Appropriate Progress Target Date" means, subject to paragraph 16.9 of schedule 6, 1 April 2032;

"Architect" means the architect John McAslan & Partners or such replacement architect as approved by the Council or an expert pursuant to the provisions of schedule 12 of this Deed

"Average London Shared Ownership Housing Value" means the average Market Value of London Shared Ownership Housing floor space per square metre on the Site at the Late Stage Review Date based on the Development Viability Information submitted by the Owner as part of the Late Stage Review to be assessed by the GLA and the Council;

"Average Low Cost Rented Housing Value" means the average Market Value of London Affordable Rented Housing floor space per square metre on the Site at the Late Stage Review Date based on the Development Viability Information submitted by the Owner as part of the Late Stage Review to be assessed by the GLA and the Council;

"Average Market Housing Value" means the average Market Value of Market Housing Unit floor space per square metre on the Site at the Late Stage Review Date based on the Development Viability Information submitted by the Owner as part of the Late Stage Review to be assessed by the GLA and the Council;

"Blue Badge Holder" means a holder of a disabled persons badge issued by a local authority pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;

"Blue Badge Resident" means an Occupier of a Dwelling who is a Blue Badge Holder;

"Bow Creek Bridge" means a proposed pedestrian and cycle bridge crossing the Bow Creek estuary of the River Lea between the Leamouth Peninsula and the Bow Creek Bridge Safeguarded Area;

"Bow Creek Bridge Lease" means a 125-year lease of the Bow Creek Bridge Safeguarded Area to be granted by the Owner to the Council in order for the Bow Creek Bridge to be provided by or on behalf of the Council;

"Bow Creek Bridge Safeguarded Area" means the three areas indicatively shown hatched black on Plan 3;

"Bow Creek Bridge Safeguarding Period" means the period beginning with the date of the Planning Permission and expiring on the earliest of the following dates:

- (a) the date on which the Bow Creek Bridge Lease is granted to the Council in accordance with paragraph 11.3(b)(i) of schedule 15; and
- (b) the date on which the Council has confirmed in writing that the Bow Creek Bridge will not be provided;

"Building" means a building or buildings to be constructed as part of the Development with all such buildings shown indicatively on Plan 2 edged in black and labelled 'A' and 'B' (namely, the Detailed Element) and edged with a broken black line and labelled development zones 'C' to 'W' (namely, the Outline Element) and a reference to any **"Building"** is to the Building shown and labelled accordingly on that plan;

"Building Regulations" means the Building Regulations 2010 as amended and in force on the date on which the relevant obligation is required to be complied with or any replacement legislation in force on that date;

"Bus Stop" means a stop for buses where passengers can wait and board and alight buses in public service and which may comprise (without limitation) a marked bus cage, a flag and post passenger information and a bus shelter in location where there is adequate

footway and/or public realm on which passengers can wait and board and alight including those requiring step-free access, together with associated lighting, power and drainage;

"Bus Stops Contribution" means a financial contribution of £30,000 (thirty thousand pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to be used by TfL to install two new Bus Stops on Dock Road and/or alternative locations agreed with the relevant highway authority;

"Car Club" means a membership club which makes cars available for hire to members, where such membership is available to Occupiers of the Dwellings and the general public;

"Car Club Credit" means a single credit of £50 (fifty pounds) per Dwelling on the Development up to a maximum of 500 Dwellings for use by members of the Car Club against charges associated with the Car Club;

"Car Club Highway Bay" means a parking bay to be created on highway maintainable at public expense to be made available exclusively for the parking of a Car Club car;

"Car Club Highway Bay Contribution" means a financial contribution of £3,000 (three thousand pounds) Indexed to be used by the Council for the creation of a Car Club Highway Bay;

"Car Club Operator" means an operator of a Car Club;

"Car Club Scheme" means a scheme for a Car Club to be submitted by the Owner to the Council in writing and which shall include but not be limited to:

- (a) the identity of the Car Club Operator;
- (b) publicly accessible locations for the Car Club Spaces and the relevant Phase;
- (c) whether one of the Car Club Spaces will be provided by the Council as a Car Club Highway Bay;
- (d) reservation of the Car Club Spaces for sole use by the Car Club;
- (e) a strategy to promote the use of the Car Club to Occupiers of the Dwellings; and
- (f) a mechanism to review demand for and use of the Car Club and the subsequent updating of the Car Club Scheme to reflect such demand and usage;

"Car Club Spaces" means up to six car parking spaces to be made available exclusively for the parking of Car Club cars and to be located on the Site unless it is agreed in the Car Club Scheme that five spaces shall be provided on the Site with the remaining space provided as a Car Club Highway Bay;

"Carbon Offsetting Contribution (Commercial)" means, for each Outline Phase, a financial contribution to off-set any shortfall of the carbon emissions from the Commercial Units in that Outline Phase in meeting the London Plan's requirement for major commercial development to achieve net zero carbon emission, the amount of such contribution to be £2,850 per tonne of shortfall (being £95 per tonne multiplied by 30 years) Indexed, as calculated in the energy strategy approved by the Council as part of the reserved matters approval for that Outline Phase;

"Carbon Offsetting Contribution (Phase 1)" means the sum of £858,420 (eight hundred and fifty eight thousand four hundred and twenty pounds) Indexed to be used by the Council to off-set the shortfall in terms of meeting the London Plan's requirement for major development to achieve zero carbon emission, comprising:

- (a) £658,920 Indexed to off-set the shortfall in the residential element of Phase 1; and
- (b) £199,500 Indexed to off-set the shortfall in the Commercial Units in Phase 1;

"Carbon Offsetting Contribution (Residential)" means, for each Outline Phase, a financial contribution to off-set any shortfall of the carbon emissions from the residential element in that Outline Phase in meeting the London Plan's requirement for major residential development to achieve net zero carbon emission, the amount of such contribution to be £2,850 per tonne of shortfall (being £95 per tonne multiplied by 30 years) Indexed, as calculated in the energy strategy approved by the Council as part of the reserved matters approval for that Outline Phase;

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;

"Chargee" means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

"Commencement" means the carrying out of a Material Operation in the Development and **"Commence"** shall be construed accordingly;

"Commercial Unit" means any separate unit forming part of the Development to be used within or reconfigured from the following classes comprised in the Development: Classes A1, A2, A3, A5, B1(a), D1 or D2 as defined by the Use Classes Order;

"Community Centre" a community facility within Classes D1 and D2 of the Use Classes Order to be used for indoor sporting and other community uses within the Community Centre Floorspace;

"Community Centre AfL" means an agreement between the Owner (both as landlord and developer) and the Community Centre Operator which governs the construction and delivery of the Community Centre in accordance with the Community Centre Specification and Fit Out by the Owner at its cost and the grant of the Community Centre Lease;

"Community Centre Design Document" means a document prepared in accordance with the Community Centre Specification and Fit Out setting out the final technical design details for the Community Centre including (without limitation):

- (a) detailed design layout of the Community Centre;
- (b) access arrangements for the external recreation areas of the Community Centre;
- (c) access arrangements while construction of the Development is ongoing; and
- (d) relevant technical information and drawings for the Community Centre with sufficient technical information to enable the Community Centre Fit Out to be designed and specified;

"Community Centre Fit Out" means the work required after the Community Centre has been Practically Completed to Shell and Core to fit out, decorate, equip and make the Community Centre ready for Occupation (including provision of all necessary FFE) as confirmed by the Council and/or Community Centre Operator;

"Community Centre Floorspace" means no less than 1,721 sqm GIA primarily on the ground floor within Building Q;

"Community Centre Lease" means a lease of the Community Centre Floorspace which shall include as a minimum:

- (a) sole use of the Community Centre Floorspace as a Community Centre in accordance with the Community Centre Management Scheme;
- (b) a right to assign or sub-let to a Community Centre Operator;
- (c) a covenant requiring the Community Centre to be made available to members of the public in accordance with the Community Centre Management Scheme;
- (d) genuine and reasonable rents and service charges; and
- (e) grants rights of access and use in respect of:
 - (i) at least one wheelchair accessible pick-up and drop-off space of sufficient size to accommodate at least a coach;
 - (ii) at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the Community Centre;
 - (iii) at least one wheelchair accessible Onsite Parking Space for use by Blue Badge Holders only;
 - (iv) short-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 38; and
 - (v) long-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than five;

"Community Centre Management Scheme" means a strategy setting out the community access arrangements for the Community Centre which shall include but not be limited to the following:

- (a) a statement of community involvement in relation to the preparation of the community use scheme;
- (b) confirmation that the Community Centre Operator and any successor in title to the Owner in respect of the Community Centre Floorspace has been fully involved in the preparation of the scheme;
- (c) confirmation as to the proposed site operator who shall meet any reasonable requirements that the Council may specify including but not limited to reputation, experience and level of insurance;
- (d) confirmation that all facilities comprised in the Community Centre shall be made available to the public for at least 35 hours per week without charge between the hours of 9 a.m. to midday, 3-5 p.m. and (on at least three Working Days per week) 6-10 p.m. and thereafter at an hourly charge that is consistent with equivalent community facilities in Newham that are owned or managed by the Council;
- (e) a detailed plan and/or schedule setting out the Community Centre facilities, equipment and classes to be made available to the public;

- (f) an affordable pricing policy for public use of the Community Centre which shall have due regard to the rates charged by the Council at similar local authority run facilities;
- (g) a financial plan for the short and long term viability of the Community Centre without input of subsidy by the Council;
- (h) the target level of public uptake and a methodology for marketing the Community Centre;
- (i) a strategy to ensure the short, medium and long term maintenance of the Community Centre;
- (j) a mechanism for reviewing the Community Centre Management Scheme every six months for the first three years and annually thereafter with a view to maximising the level of public participation, promoting the Sports Hall and encouraging community groups to use the facilities and ensuring that such facilities are well-run and properly maintained;
- (k) confirmation that the Council will receive a copy of the review referred to above in the form of a performance report; and
- (l) a scheme for the management of the wheelchair accessible pick-up and drop-off space, the unloading and unloading bay, the wheelchair accessible Onsite Parking Space and the long- and short-term cycle parking to be provided for the Community Centre;

"Community Centre Operator" means (a) an estate management company, or (b) a high-quality provider of community centres which is on an approved list maintained by the Council or which is otherwise approved in writing by the Council in each case having demonstrated an excellent track record of engaging with local authorities and which meets all statutory requirements;

"Community Centre Specification and Fit Out" means the specification for the construction of the Community Centre to Shell and Core and the Community Centre Fit Out attached to this Deed at appendix 2;

"Component" means a part of the Development including but not limited to:

- (a) Market Housing Units;
- (b) Affordable Housing Units;
- (c) commercial units;
- (d) any other floor space;
- (e) property; and
- (f) land;

"Contributions" means the Air Quality Contribution, the Car Club Highway Bay Contribution, the Carbon Offsetting Contribution (Commercial), the Carbon Offsetting Contribution (Phase 1), the Carbon Offsetting Contribution (Residential), the Employment Contribution, the Health Contribution, the Monitoring Fee, the Primary Education Contribution (Detailed Element), the Primary Education Contribution (Outline Element), the CPZ Monitoring Fee, the CPZ Parking Permit Monitoring Fee, the Secondary Education Contribution and the Travel Plan Monitoring Fee;

"Controlled Parking Zone" shall have the same meaning as in the Traffic Signs Regulations and General Directions 2016;

"Council Land" means the parts of the Site registered under Title Numbers EGL569785 of which the Council is registered at Land Registry as proprietor of the freehold title absolute;

"CPZ Monitoring Fee" means a financial contribution of £50,000 (fifty thousand pounds) Indexed to be used by the Council for surveys and ongoing monitoring of the Controlled Parking Zones within and in the vicinity of the Site in order to assess whether there is a need to change the areas and operating hours of those Controlled Parking Zones;

"CPZ Parking Permit Monitoring Fee" means a financial contribution of £20,000 (twenty thousand pounds) Indexed to be used by the Council for the maintenance of a database recording every Dwelling and Commercial Unit in the Development so as to ensure that no Occupier is granted a Parking Permit unless it is a Blue Badge Holder and associated administrative costs;

"Creche AfL" means an agreement between the Owner (both as landlord and developer) and an approved Creche Operator which governs the construction and delivery of the Phase 1 Creche in accordance with the Planning Permission and the Phase 1 Ancillary Floorspace Fit Out (insofar as it relates to the Phase 1 Creche) by the Owner at its cost and the grant of the Creche Lease;

"Creche Lease" means a lease of the Phase 1 Creche and which shall include as a minimum:

- (a) sole use of the Phase 1 Creche as a creche for the education of children aged 0-5 years old;
- (b) genuine and reasonable rent and service charges;
- (c) grants rights of access and use in respect of:
 - (i) at least one wheelchair accessible pick-up and drop-off space of a size sufficient for a minibus;
 - (ii) at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the Phase 1 Creche;
 - (iii) at least one wheelchair accessible Onsite Parking Space for use by Blue Badge Holders only;
 - (iv) short-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 38;
 - (v) long-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than five; and
 - (vi) 153 sqm GEA of external space;

"Creche Operator" means a high-quality provider of nurseries which is on an approved list maintained by the Council or which is otherwise approved in writing by the Council having demonstrated an excellent track record of engaging with local authorities and which meets all statutory requirements;

"Cycle Hire Contribution" means a financial contribution of £220,000 (two hundred and twenty thousand pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to

be used by TfL, subject to paragraph 3.9 of schedule 15, to install the Cycle Hire Docking Station;

"Cycle Hire Docking Station" means a cycle hire docking station or stations to release and secure bicycles within the Cycle Hire Scheme with a capacity of no less than 27 docking points in total together with an integrated information and payment facility in compliance with TfL's standard specification and requirements;

"Cycle Hire Docking Station Lease" means a 25-year lease of the Cycle Hire Docking Station Safeguarded Area at nil consideration and at a peppercorn rent with no service charge or other charges payable by TfL to be granted by the Owner to TfL in accordance with the heads of terms appended at appendix 4 (with any amendments that TfL may require, acting reasonably) order for a Cycle Hire Docking Station to be provided retained and maintained by TfL;

"Cycle Hire Docking Station Safeguarded Area" means the areas within the Site shown indicatively shaded purple on Plan 4A and Plan 4B which is to be safeguarded against development in accordance with paragraph 2.1 of schedule 15 for the provision of a Cycle Hire Docking Station or such other area or areas within the Site which may be elected by the Owner with the agreement of TfL and the Council;

"Cycle Hire Docking Station Safeguarding Period" means the period beginning with the date of the Planning Permission and expiring on the earliest of the following dates:

- (a) the date on which the Cycle Hire Docking Station Lease is granted to TfL in accordance with paragraph 2.5(b)(i) of schedule 15;
- (b) the date on which TfL and the Council have both confirmed in writing that the Cycle Hire Docking Station Safeguarded Area is no longer necessary; and
- (c) the date falling 15 years after Implementation of Development;

"Cycle Hire Scheme" means the network of self-service public bicycles for hire and cycle hire docking stations to release and secure such bicycles operated by the Mayor of London or TfL or any equivalent future replacement scheme;

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of schedule 5, the later of the following two dates:

- (a) the following date in respect of service on the Council:
 - (i) in the case of service by delivery by hand to the Council's offices at London Borough of Newham, Newham Dockside, First Floor West Wing, 1000 Dockside Road, London E16 2QU between 9.30 a.m. and 5 p.m. on a Working Day, the date on which the Default Notice is so delivered (PROVIDED THAT during the Coronavirus pandemic service will only be accepted by first class registered post); or
 - (ii) in the case of service by using first class registered post to the Council's offices at London Borough of Newham, Newham Dockside, First Floor West Wing, 1000 Dockside Road, London E16 2QU, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);
- (b) the following date in respect of service on the GLA:

- (i) in the case of service by delivery by hand of the Default Notice to the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered; or
 - (ii) in the case of service by using first class registered post to the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered (by Royal Mail proof of delivery or otherwise);
- (c) the following date in respect of service on TfL:
- (i) in the case of service by delivery by hand of the Default Notice to TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered; or
 - (ii) in the case of service by using first class registered post to TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually (by Royal Mail proof of delivery or otherwise);

"Default Notice" means a notice in writing served on the GLA and the Council by the Chargee under paragraph 3.1(a) of schedule 5 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;

"Defects Liability Period" means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;

"Design Certificate" means a certificate issued by the Architect which confirms:

- (a) that the buildings and landscape to be constructed in the relevant Phase comply with the Design Code save for any non-compliance set out in a schedule to the certificate; and
- (b) where material matters are set out in the non-compliance schedule that they have been reported to and agreed by the architect and the Council;

"Design Certifier" means an architectural practice with appropriate expertise in the nature of the design and delivery of the Development so as to maintain the overriding objective of the design quality of the Development;

"Design Code" means the document submitted as part of the Application titled **"Design and Access Statement (Volume 3: Design Codes) (May 2020)";**

"Design Monitoring Fee" means the sum of £100,000 (one hundred thousand pounds) to be used by the Council towards monitoring compliance with the Design Code;

"Development" means the:

- (a) detailed planning application for Phase 1 with works to include the proposed demolition of existing buildings and structures, the erection of buildings, including tall buildings, comprising 401 residential units (use class C3) including 195 affordable units (46% by habitable room), 3,608 sqm (GEA) of flexible employment floorspace

(use classes B1(b), B1(c), B2 (restricted) and B8), 230 sqm (GEA) flexible retail floorspace (use classes A1-A4), a new/altered access from Dock Road/North Woolwich Road, new streets, open spaces, landscaping and public realm, car motorcycle and bicycle spaces and servicing spaces, and other incidental works to the proposed development ("**Detailed Element**"); and

- (b) outline planning application (all matters reserved) for the phased delivery of the balance of the site for the proposed demolition of existing buildings and structures, the erection of buildings, including tall buildings, comprising a new local centre, a primary school (use class D1), residential units (use class C3), flexible employment floorspace (use classes B1(b), B1(c), B2 (restricted) and B8), flexible employment floorspace (use classes B1(c), B2 and B8), flexible retail floorspace (use classes A1-A4), community and leisure floorspace (use classes D1 and D2), the construction of a new flood defence wall and delivery of ecological habitat adjacent to the River Thames and associated infrastructure, streets, open spaces, landscaping and public realm (including new park and SINC improvements), car, motorcycle and bicycle parking spaces and servicing spaces, utilities including energy centre and electricity substations, and other works incidental works to the proposed development ("**Outline Element**");

"Development Viability Information" means:

- (a) in respect of the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2 and the Lack of Progress Review, an Updated Viability Appraisal and an Additional Affordable Housing Statement; and
- (b) in respect of the Late Stage Review, an Updated Viability Appraisal and information to establish the Average Market Housing Value, the Average Low Cost Rented Housing Value and the Average London Shared Ownership Housing Value;

"Disabled Parking Standards" means the design guidance for parking bays for disabled persons in BS 8300-1:2018 published by the British Standards Institution as revised from time to time;

"Disposal" means:

- (a) a Sale;
- (b) the grant of a lease of a term of less than 125 year; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let;

and "**Dispose**", "**Disposals**" and "**Disposed**" shall be construed accordingly;

"DLR Asset Protection Agreement" means for each Phase an agreement or agreements between the Owner and DLRL on DLRL's usual asset protection terms securing measures to protect Docklands Light Railway infrastructure, assets and operations in, on, under, over and in the vicinity of the Site including but not limited to provisions under which the Owner shall:

- (a) carry out at its own cost any works DLRL considers necessary to protect Docklands Light Railway infrastructure, assets and operations from any identified potential effects of that Phase; and
- (b) bear all proper costs incurred by DLRL and the concessionaire and/or operator of the Docklands Light Railway in protecting Docklands Light Railway infrastructure, assets and operations from any effects of that Phase, including (but not limited to) the costs of negotiating said agreement or agreements, monitoring compliance with said agreement or agreements and the approved detailed design and Outline Method

Statement, monitoring the effects of that Phase on Docklands Light Railway infrastructure, assets and operations and any works necessitated as a direct consequence of the carrying out of the Development;

"DLRL" means Docklands Light Railway Limited of 5 Endeavour Square, London, United Kingdom, E20 1JN and any successor to its statutory functions in respect of the Docklands Light Railway and Emirates Air Line;

"Dwelling" means any residential unit constructed on the Site pursuant to the Planning Permission;

"Early Stage Review" means a review of the viability of the Development in accordance with part 3 of schedule 6;

"Education Commitments Plan" means a plan for the delivery of education-related benefits from the Development for the Council's written approval that shall include but is not limited to: careers talks, land visits, work experience placements, mentoring, curriculum-related activities connected to the Site and paid summer placements for undergraduates studying for construction-related qualifications;

"Eligible Purchaser" means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;

"Emirates Air Line" means the cable car connecting Greenwich Peninsula and the Royal Victoria Dock known as the Emirates Air Line;

"Emirates Air Line Asset Protection Agreement" means for each Phase an agreement or agreements between the Owner and DLRL on DLRL's usual asset protection terms securing measures to protect Emirates Air Line infrastructure, assets and operations in, on, under, over and in the vicinity of the Site including but not limited to provisions under which the Owner shall:

- (a) carry out at its own cost any works DLRL considers necessary to protect Emirates Air Line infrastructure, assets and operations from any identified potential effects of that Phase; and
- (b) bear all direct and consequential losses incurred by DLRL and the concessionaire and/or operator of the Emirates Air Line in protecting Emirates Air Line infrastructure, assets and operations from any effects of that Phase, including (but not limited to) the costs of negotiating said agreement or agreements, monitoring compliance with said agreement or agreements and the approved detailed design and Outline Method Statement, monitoring the effects of that Phase on Emirates Air Line infrastructure, assets and operations and any works necessitated as a direct consequence of the carrying out of the Development;

"Employment Contribution" means a financial contribution of £1,151,332 (one million one hundred and fifty one thousand three hundred and thirty two pounds) Indexed to be used by the Council for promoting local employment and skills training;

"Energy Assessment Update" means a written update to the Application Stage Energy Assessment which:

- (a) calculates the total of actual residential and non-residential regulated carbon dioxide emissions for the relevant Outline Phase;
- (b) takes into account any improvement to the regulated carbon dioxide emissions reductions predicted in the Application Stage Energy Assessment and any energy

efficiency measures that resulted from the detailed design of the relevant Outline Phase; and

- (c) calculates the amount of the Carbon Offsetting Contribution (Commercial) and the amount of the Carbon Offsetting Contribution (Residential) payable in respect of the relevant Outline Phase;

"Energy Centre" means an energy centre to be constructed as part of the Development that will be powered by three 1MW ground source heat pump systems, six 3MW gas boilers and at least 100 cubic metres of thermal storage;

"Energy Monitoring Portal" means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk or any other such method of submission that may replace this;

"ExCeL DHN" means the district heating network known as the ExCeL District Heat Network supplied by the energy centre at the ExCeL Exhibition Centre and which at the date of this Deed is operated by ExCeL District Energy Company;

"External Consultant" means an External Consultant appointed pursuant to paragraph 9 of schedule 6 of this Deed to assess the Development Viability Information;

"Family Housing" has the same meaning as in the latest adopted version from time to time of the London Plan or, if the term is not defined in that version, in the latest version that defines the term PROVIDED THAT in any case a unit of Family Housing must have at least three bedrooms;

"Family Housing Requirements" means all of the following requirements:

- (a) at least 23 per cent (by unit) of the Dwellings to be Family Housing;
- (b) at least 40 per cent (by unit) of the London Affordable Rented Housing Units to be Family Housing, or a larger percentage as may be set out under the latest Additional Affordable Housing Statement approved by the GLA and the Council; and
- (c) at least 21 per cent (by unit) of the Dwellings to be three-bedroom units;

"FFE" means furniture fittings and equipment including (without limitation):

- (a) fittings, including worktops, sinks etc;
- (b) fitted furniture, which is fitted to the fabric of a building or structure, including under bench cupboards;
- (c) fixed furniture and equipment, which is fixed to a building or structure for stability, including tall library shelving units and some serviced equipment; and
- (d) loose furniture and equipment as may be necessary for the intended use of the building, including chairs and tables;

"Habitable Room" means any room within a Dwelling the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall;

"Health Centre Land" means land within the area shown indicatively edged red on Plan 5A and 5B;

"Health Contribution" means a financial contribution of £6,975,650 (six million nine hundred and seventy five thousand six hundred and fifty pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to be used to acquire the Health Centre Land for the purpose of constructing a new general practice surgery on that land and to fit out the surgery;

"Healthy Streets Approach" means the framework adopted by TfL and delivered through Policy T2 (Healthy Streets) of the London Plan for designing streets and public spaces, comprising the document titled **"Healthy Streets for London"** published by the Mayor of London and TfL in February 2017 and the associated **"toolkit"** available on the date of this Deed at <<https://tfl.gov.uk/corporate/about-tfl/how-we-work/planning-for-the-future/healthy-streets>> as may be updated or replaced from time to time;

"Healthy Streets Assessment" means, in relation to each Outline Phase, a document:

- (a) containing an assessment of the degree to which the pedestrian and bicycle routes in the active travel zone of that Phase (as set out in the transport assessment submitted with the Application) and from that Phase to Royal Victoria Docklands Light Railway Station and West Silvertown Docklands Light Railway Station accord with the Healthy Streets Approach by reference to the indicators in the Healthy Streets Approach; and
- (b) identifying measures, works and improvements to be carried out within the aforementioned active travel zone as part of the Public Realm works or Highway Works or Silvertown Way Underpass Works for that Phase to improve compliance with the Healthy Streets Approach of the pedestrian and bicycle routes in the vicinity of that Phase and from that Phase to Royal Victoria Docklands Light Railway Station and West Silvertown Docklands Light Railway Station;

"Highway Works" means improvement works to public highway shown indicatively on Plans 6A, 6B and 6C comprising works to public highways including (but not limited to) Dock Road, Western Gateway, Seagull Lane and North Woolwich Road to provide (along with works on private land) routes which accord with the Healthy Streets Approach and Vision Zero principles between the Site and Royal Victoria Docklands Light Railway Station and West Silvertown Docklands Light Railway Station and in the vicinity of the Site taking account of the relevant Healthy Streets Assessment including (but not limited to) new and improved junctions, drainage improvements, lighting improvements, creation of new crossings and improving existing crossings, footway widening, decluttering and other improvements, new and improved cycleway and the provision of cycle parking at stations and other destinations from the Site, bollards and other controls over the movement, parking, loading and unloading of motorised vehicles, provision of cycle parking, seating, litter bins and other street furniture, the installation and revisions to existing wayfinding signage and planting the scope of which is to be agreed with the relevant highway authority and the Council (as local planning authority) for each Phase in accordance with paragraph 14 of schedule 15;

"Highway Works Agreement" means an agreement or agreements for each Phase between the Owner and the Council and/or TfL as the case may be pursuant to sections 38 and/or 278 of the Highways Act 1980 and other relevant enabling powers for securing the carrying out of the Highway Works for that Phase and under which the Owner covenants to carry out the relevant Highway Works at no cost to the Council and/or TfL as the case may be;

"Highway Works Specification" means a detailed design specification for the Highway Works for each Phase to be submitted in accordance with paragraph 15 of schedule 15 and which shall include but not be limited to detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery;

"Household" means, in relation to a person **"A"**, A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that unit with A and one another as the residence of both A and such other persons;

"Household Income" means:

- (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and
- (b) in relation to joint Eligible Purchaser's, the combined gross annual incomes of those Eligible Purchaser's Household;

"Implementation of Development" means the carrying out of a Material Operation in respect of the Development PROVIDED THAT

- (a) works of demolition;
- (b) site clearance;
- (c) ground investigation;
- (d) archaeological investigation;
- (e) construction of boundary fencing or hoardings;
- (f) noise attenuation works;
- (g) construction of temporary highways accesses;
- (h) piling works;
- (i) excavation works;
- (j) laying and diversion of services;
- (k) decontamination and remediation works; and
- (l) display of advertisements;

shall not be taken to be a Material Operation for the purposes of this Deed and **"Implementation"**, **"Implement"** and **"Implemented"** shall be construed accordingly;

"Indexed" means the upwards only adjustment of the calculation of the payment of any Contributions (unless stated to be indexed differently) by applying the following formula:

$A \times B/C = D$ where:

- A = the sum specified in this Deed in pounds sterling;
- B = the figures shown in the relevant index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed;
- C = the figure shown in the relevant index for the period immediately prior to the date of this Deed; and
- D = the recalculated sum in pounds sterling applying under this Deed;

where the relevant index is the Consumer Prices Index unless otherwise stated in this Deed and PROVIDED THAT if the relevant index becomes no longer maintained by the Office of National Statistics, the Royal Institution of Chartered Surveyors or other provider (as the case may be) the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and **"Indexation"** shall be construed accordingly;

"Industrial Floorspace" means the floor space within Building V in Phase 3 permitted for uses under use classes B1(c), B2 (restricted), B2 and B8 of the Use Classes Order;

"Intention Notice" means a notice in writing served on the Chargee by the GLA or the Council under paragraph 3.2 of schedule 5 that the Council or the GLA (or the Council's or the GLA's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units;

"Interest" means the rate of interest being 4% above base lending rate of the Bank of England in force from time to time such interest to be apportioned on a daily basis;

"Lack of Progress Review" means a review of the viability of the Development in accordance with part 6 of schedule 6;

"Late Stage Review" means a review of the viability of the Development in accordance with part 7 of schedule 6;

"Late Stage Review Cap" means a cap on the Late Stage Review Contribution as calculated in accordance with the formula in annex 2 of schedule 6;

"Late Stage Review Contribution" means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area, the amount of which, subject to paragraph 21.12 of schedule 6, shall be calculated in accordance with paragraph 6.8 of schedule 6;

"Late Stage Review Date" means the date on which 4,000 Dwellings have been First Occupied;

"Leasehold Interests" means the leasehold interests in the Site specified in the Recitals (F), (I) and (J) of this Deed and in addition those registered at Land Registry under title numbers EGL445359, EGL448664, EGL549275, EGL550761, TGL472150 and the unregistered leasehold interest of Keltbray Limited noted against freehold title EGL107110 and such other leasehold interests in the Site that may subsist at the time the Development is Commenced;

"Legible London" means the pedestrian wayfinding system developed by TfL to support walking journeys around London;

"Local Residents" means those residents that are resident in Newham postcodes E6, E7, E12, E13, E15, E16 and E20;

"London Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households on an assured tenancy in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges, not more than 80 per cent of the market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and

- (b) excluding Service Charges, no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units;

"London Affordable Rented Housing Units" means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with schedule 5;

"London Heat Network Manual" means the London Heat Network Manual Issue 1 Revision 0 published by the GLA in April 2014;

"London Housing Design and Quality Standards" means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016;

"London Plan" means the London Plan published in March 2021 as revised from time to time;

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

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

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:
 - (i) one-bedroom: £55,000 Indexed (to the date of the letting);
 - (ii) two-bedroom: £71,000 Indexed (to the date of the letting);
 - (iii) three-bedroom: £85,000 Indexed (to the date of the letting); and
 - (iv) four-bedroom: £90,000 Indexed (to the date of the letting or in line with the latest London Plan Annual Monitoring Report whichever is the higher);

and **"London Shared Ownership Lease"** and **"London Shared Ownership Lessee"** shall be construed accordingly;

"London Shared Ownership Housing Units" means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with schedule 5;

"LUL" means London Underground Limited of 5 Endeavour Square, London, United Kingdom, E20 1JN and any successor to its statutory functions in respect of the London Underground;

"LUL Infrastructure Protection Agreement" means for each Phase an agreement or agreements between the Owner and LUL on LUL's usual asset protection terms securing measures to protect London Underground infrastructure, assets and operations in, on, under, over and in the vicinity of the Site including but not limited to provisions under which the Owner shall:

- (a) carry out at its own cost any works LUL considers necessary to protect London Underground infrastructure, assets and operations from any identified potential effects of that Phase; and
- (b) bear all proper costs incurred by LUL in protecting London Underground infrastructure, assets and operations from any effects of that Phase, including (but not limited to) the costs of negotiating said agreement or agreements, monitoring compliance with said agreement or agreements and the approved detailed design and Outline Method Statement, monitoring the effects of that Phase on London Underground infrastructure, assets and operations and any works necessitated as a direct consequence of the carrying out of the Development;

"Market Housing Unit" means any Dwelling which is not an Affordable Housing Unit;

"Market Value" means the price at which the sale of the relevant Component would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component which has been Disposed but not Sold, to be assessed by the Council and the GLA and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

"Material Operation" means a material operation as defined in section 56(4) of the 1990 Act pursuant to the Planning Permission;

"Mayor's Funding Guidance" means **"Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance"** published by the Mayor of London in November 2020 or any update or replacement guidance;

"Mid-Stage Review 1" means a review of the viability of the Development in accordance with part 4 of schedule 6;

"Mid-Stage Review 1 Date" means the earlier of:

- (a) the earliest date on which 75 per cent of the Dwellings in Phase 4 have been First Occupied; or

- (b) the earliest date on which "**X**" Dwellings have been First Occupied, where "**X**" is a number between 1,500 and 1,700 (inclusive) agreed in writing between the GLA, the Council and the Owner before the Implementation of the Building containing the Xth Dwelling PROVIDED THAT if there is no such agreement this sub-paragraph (b) does not apply;

"Mid-Stage Review 2" means a review of the viability of the Development in accordance with part 5 of schedule 6;

"Mid-Stage Review 2 Date" means the earlier of:

- (a) the earliest date on which 75 per cent of the Dwellings in Phase 7 have been First Occupied; or
- (b) the earliest date on which "**Y**" Dwellings have been First Occupied, where "**Y**" is a number between 1,800 and 3,000 (inclusive) agreed in writing between the GLA, the Council and the Owner before the Implementation of the Building containing the Yth Dwelling PROVIDED THAT if there is no such agreement this sub-paragraph (b) does not apply;

"Monitoring Fee" means £185,000 (one hundred and eighty five thousand pounds) Indexed payable by the Owner to the Council and to be used by the Council for the monitoring of the obligations and covenants in this Deed;

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of schedule 5, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council);

"Newham Nominations Agreement" means the Council's standard form nominations cascade arrangements for units being let as Affordable Housing that provide for 100 per cent of first lets to be provided to nominees of the Council and 75 per cent of all subsequent lets to be provided to nominees of the Council;

"Notice of Implementation Form" means the form appended at schedule 3 with notification of the date of Implementation to be completed by the Owner and returned to the Council in accordance with clause 12.6 of this Deed;

"Notice of Payment Form" means the form appended at schedule 3 with notification of any relevant date of payment to be completed by the Owner and returned to the Council in accordance with clause 12.10 of this Deed;

"Nursery" means a nursery for Class D1 (under the Use Classes Order) education use within the Nursery Floorspace to be used for the education of children aged from 0 to 5 years old with no less than 104 places spread across each year group;

"Nursery AfL" means an agreement between the Owner (both as landlord and developer) and the Nursery Operator which governs the construction and delivery of the Nursery in accordance with the Nursery Specification and Fit Out by the Owner at its cost and the grant of the Nursery;

"Nursery Design Document" means a document prepared in accordance with the Nursery Specification and Fit Out setting out the final technical design details for the Nursery including (without limitation):

- (a) detailed design layout of the Nursery;
- (b) access arrangements for the external recreation areas of the Nursery;

- (c) access arrangements while construction of the Development is ongoing; and
- (d) relevant technical information and drawings for the Nursery with sufficient technical information to enable the Nursery Fit Out to be designed and specified;

"Nursery Fit Out" means the work required after the Nursery has been Practically Completed to Shell and Core to fit out, decorate, equip and make the Nursery ready for Occupation (including provision of all necessary FFE) as confirmed by the Council and/or the Nursery Operator;

"Nursery Floorspace" means no less than 943 sqm GIA on primarily at ground floor level within Building T;

"Nursery Lease" means a lease of the Nursery Floorspace which shall include as a minimum:

- (a) use of the Nursery Floorspace as a Nursery only in accordance with the Nursery Nominations Scheme;
- (b) a right to assign or sub-let to a Nursery Operator;
- (c) inside the security of tenure provisions of the Landlord and Tenant Act 1954;
- (d) genuine and reasonable rent and service charges; and
- (e) grants rights of access and use in respect of:
 - (i) at least one wheelchair accessible pick-up and drop-off space sufficient to accommodate a coach which FOR THE AVOIDANCE OF DOUBT can be the same wheelchair accessible pick up and drop off space as identified in limb g(i) of the definition of **"Primary School Lease"**;
 - (ii) at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the Nursery;
 - (iii) at least one wheelchair accessible Onsite Parking Space for use by Blue Badge Holders only; and
 - (iv) long-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 37;

"Nursery Nominations Scheme" means a scheme providing for fifty per cent of the places at the Nursery to be made available free of charge to children resident within the London Borough of Newham and nominated by the Council;

"Nursery Operator" means the Council or a high-quality provider of nurseries which is on an approved list maintained by the Council or which is otherwise approved in writing by the Council having demonstrated an excellent track record of engaging with local authorities and which meets all statutory requirements;

"Nursery Parking Management Scheme" means a scheme for the management of the wheelchair accessible pick up and drop off space, the unloading and loading bay, the wheelchair accessible Onsite Parking Space and the long and short term cycle parking to be provided for the Nursery;

"Nursery Site" means the part of the Site shown shaded red on Plan 7;

"Nursery Specification and Fit Out" means the specification for the construction of the Nursery to Shell and Core and the Nursery Fit Out attached to this Deed at appendix 3;

"Occupation" means ongoing occupation for the purposes authorised by the Planning Permission following the Occupation Date and **"Occupy"**, **"Occupied"** and **"Occupier"** shall be construed accordingly;

"Occupation Date" means the first date upon which any part of the Development is physically occupied for any purpose pursuant to the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display or for occupation in relation to security operations and the phrases **"First Occupy"**, **"First Occupied"** and **"First Occupation"** shall be construed accordingly;

"Onsite Parking Spaces" means the Phase 1 Outset Blue Badge Parking Spaces, the Phase 1 Additional Blue Badge Parking Spaces, the Outline Phase Outset Blue Badge Parking Spaces and the Outline Phase Additional Blue Badge Parking Spaces;

"Option" means the exclusive option to be granted to the Council (or its nominated substitute Affordable Housing Provider) or to the GLA (or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.3 of schedule 5 for the purchase of the relevant Affordable Housing Units;

"Outline Method Statement(s)" means for each Phase a method statement(s) and associated works documents to be submitted to TfL setting out the impact of that Phase on Docklands Light Railway, London Underground, Emirates Air Line and Silvertown Tunnel infrastructure, assets and operations and measures to mitigate that impact and which shall address (but is not limited to) the following:

- (a) ground movement predictions and the impact on the Docklands Light Railway, London Underground, Emirates Air Line and Silvertown Tunnel infrastructure including railway tunnels;
- (b) monitoring regimes;
- (c) foundation layout;
- (d) depth and type of piling to be undertaken and the methodology by which piling will be carried out;
- (e) positioning of cranes and other tall plant; and
- (f) impact on Docklands Light Railway radio signals;

"Outline Phase" means a Phase in respect of which the Planning Permission grants outline planning permission being all Phases excluding Phase 1;

"Outline Phase Additional Blue Badge Parking Spaces" means, in each Outline Phase, up to Y car parking spaces potentially to be provided in accordance with the relevant approved Parking Management Plan, where **"Y"** is a number calculated as follows:

$$Y = B \times 5\%$$

where B is the number of Dwellings in the relevant Outline Phase and PROVIDED THAT if Y is not a whole number it will be rounded down;

"Outline Phase Outset Blue Badge Parking Spaces" means, in relation to each Outline Phase, X car parking spaces that may potentially be provided as part of that Outline Phase, where **"X"** is a number calculated as follows:

$$X = A \times 3\%$$

where A is the number of Dwellings in the relevant Outline Phase and PROVIDED THAT if X is not a whole number it will be rounded down;

"Overheating Analysis Review" means a document setting out:

- (a) the final results of a dynamic overheating analysis to be undertaken by the Owner to assess the overheating risk within the Dwellings using the CIBSE TM59 methodology; and
- (b) the overheating strategy for the Development including confirmation of internal blinds specification, the location of the blinds and a plan for informing Occupiers about overheating mitigation measures;

"Owner" means the First Owner and the Second Owner jointly and severally and includes their successors in title and assigns from time to time;

"Parking Management Plan" means, for each Phase, a plan to be submitted to the Council for approval setting out details of the management of the Onsite Parking Spaces in that Phase including:

- (a) a survey of the occupancy of and demand for the Onsite Parking Spaces in the previous Phases;
- (b) information setting out the use of and demand for Blue Badge Holder residents' parking spaces within Newham and in particular similar developments and in similar locations in Newham and other boroughs and such other information as may be reasonably required by the Council to enable determination of the appropriate number of Blue Badge Holder parking spaces to be provided at the outset of that particular phase (the Phase 1 Outset Blue Badge Parking Spaces and the Outline Phase Outset Blue Badge Parking Spaces) and the number of parking spaces which may be required in the future (the Phase 1 Additional Blue Badge Parking Spaces and the Outline Phase Additional Blue Badge Parking Spaces);
- (c) a mechanism by which Blue Badge Residents can request and be allocated an Onsite Parking Space free of charge;
- (d) management, monitoring and other measures to ensure that only Blue Badge Holders use the Onsite Parking Spaces;
- (e) for each Parking Management Plan submitted in respect of an Outline Phase, a plan showing the location and details of the Outline Phase Outset Blue Badge Parking Spaces and the Outline Phase Additional Blue Badge Parking Spaces; and
- (f) a mechanism by which Phase 1 Additional Blue Badge Parking Spaces and Outline Phase Additional Blue Badge Parking Spaces will be made available and allocated free of charge if the Phase 1 Outset Blue Badge Parking Spaces and the Outline Phase Outset Blue Badge Parking Spaces are insufficient to fulfil any request for a parking space by a Blue Badge Resident;

"Parking Permit" means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a Controlled Parking Zone and **"Parking Permits"** shall be construed accordingly;

"Parties" means the First Owner, the Second Owner, the GLA, the Council and TfL and **"Party"** shall be construed accordingly;

"Perpetuity Period" means 125 years beginning from the date of First Occupation of the relevant part of the Development;

"Phase" means any given phase of the Development as shown by coloured shading and identified as Phase 1 to 11 in the key on Plan 2;

"Phase 1 Additional Blue Badge Parking Spaces" means up to 20 external on-street residential and 2 external on-street commercial car parking spaces which subject to arrangements in the Parking Management Plan could be provided temporarily as part of Phase 1 as indicatively shown on Plan 8 and then again subject to the arrangements in the Parking Management Plan could be relocated and permanently provided within Phase 2;

"Phase 1 Ancillary Floorspace" means the Phase 1 Community Hall, the Phase 1 Creche, the Phase 1 Residents' Gym and the Phase 1 Residents' Meeting Room;

"Phase 1 Ancillary Floorspace Fit Out" means the work required after the Phase 1 Ancillary Floorspace has been Practically Completed to Shell and Core;

"Phase 1 Ancillary Floorspace Management Scheme" means a scheme for the management and maintenance of the Phase 1 Ancillary Floorspace (but excluding the Phase 1 Creche) that includes (without limitation):

- (a) Phase 1 Community Hall and Phase 1 Residents' Meeting Room
 - (i) benefit from access to the residents' external amenity space provision at podium level;
 - (ii) fully accessible to all including disabled access;
 - (iii) bookings by the residents' association will not be charged;
 - (iv) bookings by Occupiers will be charged at a 50% discount to market rate;
 - (v) other bookings will be charged at the going market rate;
 - (vi) managed and maintained (internally and externally) by the development management paid for by the bookings charges and, if necessary, topped-up by Service Charges received from the Development; and
 - (vii) provided with access to one loading / drop-off space suitable for Blue Badge Holders;
- (b) Phase 1 Residents' Gym
 - (i) fully accessible to all including disabled access; and
 - (ii) managed and maintained (internally and externally) by the Owner or an estate management company and paid for by the bookings charges and, if necessary, topped-up by service charges received from the development;

"Phase 1 Community Hall" means no less than 184 sqm GIA within Building A for use by Occupiers and the public for community purposes and community events;

"Phase 1 Creche" means no less than 288 sqm GIA within Building A to be used for the education and care of children aged from 0 to 5 years old;

"Phase 1 Outset Blue Badge Parking Spaces" means the 13 internal off-street car parking spaces to be provided as part of Phase 1 as indicatively shown on Plan 8;

"Phase 1 Residents' Gym" means no less than 281 sqm GIA within Building B to be used as a gym available to Occupiers of Dwellings;

"Phase 1 Residents' Meeting Room" means no less than 67 sqm GIA within Building A by Occupiers of Dwellings for community purposes and community events;

"Phase 1-3 Revised Energy Strategy" means a plan or plans to be submitted to the Council containing information on how the energy requirements of each of Phases 1 to 3 (as appropriate) will be met by provision of an on-site low carbon heat source;

"Phase 4-11 Revised Energy Strategy" means a plan to be submitted to the Council containing information on how the energy requirements of Phases 4 to 11 (inclusive) will be met and how the Site-wide Heat Network will be supplied by provision of an on-site low carbon heat source;

"Phasing Plan" means Plan 2 attached to this Deed;

"Planning Permission" means the planning permission for the Development to be granted by the GLA pursuant to the Application substantially in the form of the draft attached at schedule 2;

"Plan(s)" means those plans listed and enclosed in schedule 1 to this Deed and any reference in this Deed to a numbered Plan shall be interpreted in accordance with the table in schedule 1;

"Plot" means part of the Development within a Phase as shown on the Phasing Plan including any Building(s) and the associated landscaping immediately around those Buildings including any estate roads and pavements that provide access to those Buildings but excluding any road or pavement that is adjacent to an adjoining Plot and excluding Dock Road and Thameside Crescent (as shown on the Phasing Plan);

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

"Primary Education Contribution (Detailed Element)" means a financial contribution of £1,122,829 (one million one hundred and twenty two thousand eight hundred and twenty nine pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to be paid by the Owner to the Council in accordance with paragraph 1 of schedule 4 and applied by the Council towards mitigating primary education demand arising from the Detailed Element through either funding an off-site primary school in the London Borough of Newham, the expansion of places within existing primary schools in the borough or other measures which increase or facilitate the increase of the capacity of primary schools within the vicinity of the Site;

"Primary Education Contribution (Outline Element)" means a financial contribution of in respect of an Outline Phase containing Dwellings which is to be calculated based on the estimated population of the relevant Phase based on the following formula:

Primary School Yield × £19,031 Indexed (by reference to the BCIS All-in Tender Price Index)

and payable by the Owner to the Council in accordance with paragraph 1.3 of schedule 7 for the Council to mitigate demand for primary school education arising from the Outline Element prior to the delivery of the Primary School through either funding an off-site primary school in the London Borough of Newham, the expansion of places within existing

primary schools in the borough or other measures which increase or facilitate the increase of the capacity of primary schools within the vicinity of the Site;

"Primary Education Mitigation Plan" means a scheme setting out how the estimated child yield and demand for primary education arising from the Outline Element will be mitigated prior to the delivery of the Primary School and which shall include in the following order of priority:

- (a) a temporary primary school located on the Site (subject to planning permission); or
- (b) early delivery of the Primary School;

or where evidence is provided to the Council's absolute satisfaction that neither (a) nor (b) above can be provided:

- (c) payment of the Primary Education Contribution (Outline Element) or any part thereof (which, for the avoidance of doubt can include part payment of the Primary Education Contribution (Outline Element) for a Phase); or
- (d) any combination of the above;

"Primary School" means a non-fee paying four form entry primary school to be provided within the Primary School Floorspace and used for the education of up to 840 children comprising but not limited to:

- (a) class rooms, staff offices, dining hall;
- (b) Sports Hall;
- (c) multi use games area; and
- (d) indoor and outdoor play areas;

"Primary School AfL" means an agreement between the Owner (both as landlord and developer) and the Council which governs the demolition of existing buildings on the Primary School Site by the Owner at its cost, the construction and delivery of the Primary School in accordance with the Primary School Specification and Fit Out by the Owner at its cost and the grant of the Primary School Lease;

"Primary School Design Document" means a document prepared in accordance with the Primary School Specification and Fit Out setting out the final technical design details for the Primary School including (without limitation):

- (a) quantum of Primary School Floorspace and whether any increase is required above 4,058 sqm GIA and 2,820 sqm external playspace;
- (b) detailed design layout of the Primary School;
- (c) access arrangements for the external recreation areas of the Primary School;
- (d) access arrangements while construction of the Development is ongoing; and
- (e) relevant technical information and drawings for the Primary School with sufficient technical information to enable the Primary School Fit Out to be designed and specified;

"Primary School Fit Out" means the work required after the Primary School has been Practically Completed to Shell and Core to fit out, decorate, equip and make the Primary School ready for Occupation (including all floor, wall and ceiling finishes, window coverings,

mechanical and electrical installations and fittings including fire and intruder alarms, signage, information communication technology provision including telephones and internet access throughout the building, FFE, all outdoor play equipment and any other fit out requirements set out in Department for Education guidance in published from time to time) as confirmed by the Council and/or the Primary School Provider;

"Primary School Floorspace" means no less than:

- (a) 4,058 sqm GIA of floorspace within Building U for Class D1 education use including a 430 sqm GIA internal sports hall; and
- (b) 2,820 sqm of external playspace provided immediately adjacent to, and at roof level of, Building U,

located on the Primary School Site;

"Primary School Lease" means a lease of the Primary School Floorspace based on an appropriate model lease published by the Department for Education and to be granted by the Owner to Primary School Provider following the Practical Completion of construction of the Primary School and which shall include as a minimum:

- (a) sole use of the Primary School Floorspace as a Primary School;
- (b) a term of at least 125 years;
- (c) rent at a peppercorn with no premium or land payment;
- (d) a right to assign or sub-let to a Primary School Provider;
- (e) a covenant requiring the Sports Hall to be made available to members of the public in accordance with the Sports Hall Community Use Scheme;
- (f) genuine and reasonable service charges; and
- (g) grants rights of access and use in respect of:
 - (i) at least one wheelchair accessible pick-up and drop-off space of sufficient size to accommodate at least a coach;
 - (ii) at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the Primary School;
 - (iii) at least one wheelchair accessible Onsite Parking Space for use by Blue Badge Holders only;
 - (iv) short-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 8;
 - (v) long-stay cycle parking spaces the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 99; and
 - (vi) the SINC;

"Primary School Parking Management Scheme" means a scheme for the management of the wheelchair accessible pick up and drop off space, the unloading and loading bay, the wheelchair accessible Onsite Parking Space and the long and short term cycle parking to be provided for the Primary School;

"Primary School Provider" means the Council, Department for Education or such alternative education provider (for example an educational trust) as approved by the Council;

"Primary School Site" means the part of the Site shown shaded purple and labelled **"Primary School"** in the key on Plan 9;

"Primary School Specification and Fit Out" means the specification for the construction of the Primary School to Shell and Core and the Primary School Fit Out which shall be in accordance with the Department for Education's guidance for primary school design published from time to time and which at the date of this Deed comprises **"Building Bulletin 103: Area guidelines for mainstream schools"** (June 2014) and supporting guidance notes including the Generic Design Brief (November 2020 update) and the Education & Skills Funding Agency's **"Baseline designs for schools: guidance"** (March 2014);

"Primary School Yield" means the child yield likely to arise from each home which varies depending on the size of the home (by number of bedrooms) and the tenure and is to be calculated in accordance with the GLA's Population Yield Calculator and as provided for in the Primary Education Mitigation Plan;

"Property" means those parts of the Site identified in recitals (B), (C) and (D) of this Deed as shown hatched red on Plan 1B;

"Public Realm" means in relation to each Phase the publicly accessible landscaped areas and open space shown indicatively (for all Phases) shaded green on Plan 14A to be provided as part of that Phase which shall include:

- (a) the publicly accessible pedestrian and bicycle routes shown indicatively (for all the Phases) on Plan 14B from that Phase to the highway network and to access points at the Site boundary leading to Royal Victoria Docklands Light Railway station and West Silvertown Docklands Light Railway station including the Silvertown Way Underpass; and
- (b) in respect of Phase 1, the Silvertown Way Underpass;

the details of which shall take account the relevant Healthy Streets Assessment;

"Public Realm Management Plan" means in relation to each Phase a scheme for the management and maintenance (including where appropriate repair and renewal) of the Public Realm in that Phase to be submitted for approval by the Council and which must include:

- (a) a plan identifying the layout (including of pedestrian and bicycle routes), the soft and hard landscaping areas, fencing/boundary treatment and access points of the relevant Public Realm;
- (b) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);
- (c) details of the management body responsible for maintenance;
- (d) details of the frequency of maintenance;
- (e) details of repair and renewal arrangements;
- (f) details of lighting, provision of litter bins, cycle parking, seats and other furniture;
- (g) details of drainage, boundary treatment and provision of play equipment; and

- (h) details of trees and other planting;

"Public Realm Provision Plan" means in relation to each Phase a plan and details identifying the locations, areas, layout and specifications of the Public Realm (in accordance with the indicative locations and areas in Plan 16) to be provided as part of that Phase and the timeframes for delivery of that Public Realm and which shall include:

- (a) any measures, works and improvements identified in the approved Healthy Streets Assessment for that Phase to be carried out as part of the works to the Public Realm; and
- (b) in respect of Phase 1, details of the scope and specification of the Silvertown Way Underpass Works;

"Public Subsidy" means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owners to support the delivery of the Development;

"Public Toilets" means separate male and female facilities and a separate standard-sized Changing Places toilet which complies with the requirements in section 18.6 of BS 8300-2:2018 ("**Design of an accessible and inclusive built environment. Buildings. Code of practice**") to be located within/adjacent to the new park to be delivered as part of Phase 4, and to remain available for use by the public free of charge during daylight hours seven days a week;

"PV Review" means, for each Phase, a document:

- (a) setting out the total peak power of the photovoltaic panels that have been installed in that Phase;
- (b) setting out the location and layout of the roofs in that Phase and outlining the solar insolation and any constraints of those roofs; and
- (c) demonstrating that the use of photovoltaic panels in that Phase has been maximised;

"Relevant Review Date" means:

- (a) in relation to the Early Stage Review, the date on which the Development Viability Information is submitted pursuant to paragraph 8 of schedule 6;
- (b) in relation to the Mid-Stage Review 1, the Mid-Stage Review 1 Date;
- (c) in relation to the Mid-Stage Review 2, the Mid-Stage Review 2 Date;
- (d) in relation to the Lack of Progress Review, the date on which the Development Viability Information is submitted pursuant to paragraph 17 of schedule 6; and
- (e) in relation to the Late Stage Review, the Late Stage Review Date;

"Reportable Unit" means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);

"Reportable Unit (Energy Centre)" means a connection to the ExCeL DHN or a third-party district heating network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site via the Site-wide Heat Network) and/or a self-contained energy system serving multiple residential properties (within a Building);

"Reportable Unit (Non-Residential)" means a Building with a single occupier/tenant (including block of flats' communal areas) or a Building with multiple tenants;

"Reportable Unit (Residential)" means an individual Building of five or more flats or a group of five or more houses;

"Review Stage IRR" is, in respect of each Updated Viability Appraisal, the internal rate of return shown in that appraisal;

"Riverbus Service" means scheduled passenger boat services to serve the Development and connect it to central London, Canary Wharf, Greenwich and/or other destinations;

"Riverbus Service Provider" means TfL, the Port of London Authority or such other provider of Riverbus Services as approved by TfL;

"Riverlinx" means the consortium comprising Aberdeen Standard Investments, BAM PPP PGGM, Cintra, Macquarie Capital and SK E&C appointed by TfL to build the Silvertown Tunnel or any successor or replacement contractor;

"River Pier" means a pier facilitating a Riverbus Service proposed to be constructed on land adjoining the River Pier Safeguarded Area (but outside the Property) and connected to the River Pier Landing Facilities;

"River Pier Landing Facilities" means the landing facilities required to facilitate and operate a River Pier and which are to be located on the River Pier Safeguarded Area (which may include without limitation structures affixing the River Pier to the Property and security gates and railings) provided always that any permanent or temporary building required during the operational phase of the River Pier (such as ticketing offices) is located outside of the Property (unless otherwise agreed between a Riverbus Service Provider and the Owner both acting reasonably);

"River Pier Lease" means a 10 year lease of the parts of the River Pier Safeguarded Area on which River Pier Landing Facilities will be located and to be granted by the Owner to a Riverbus Service Provider in accordance with the heads of terms at appendix 5 (with any amendments that a Riverbus Service Provider may require, acting reasonably) in order for a River Pier to be provided by or on behalf of a Riverbus Service Provider and operated for the purpose of providing a Riverbus Service;

"River Pier Safeguarded Area" means the two areas indicatively shown hatched black on Plan 10;

"River Pier Safeguarding Period" means unless otherwise agreed in writing with TfL the period beginning with the date of the Planning Permission and expiring on the earliest of the following dates:

- (a) the date on which the River Pier Lease is granted to a Riverbus Service Provider in accordance with paragraph 12.3(b)(i) of schedule 15;
- (b) the date on which TfL has confirmed in writing that a River Pier will not be provided; and
- (c) the date of Practical Completion of Phase 9;

"River Walk Safeguarded Area" means the area indicatively shown shaded pink and labelled **"River Walk"** in the key on Plan 9;

"Sale" means:

- (a) the sale of the freehold; or
- (b) the grant of a lease with a term of 125 years or more and subject to nominal rent;

and **"Sold"** shall be construed accordingly;

"Secondary Education Contribution" means a financial contribution of £13,707,715 (thirteen million, seven hundred and seven thousand, seven hundred and fifteen pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to be paid by the Owner to the Council in accordance with paragraph 2 of schedule 4 and applied by the Council towards funding an off-site secondary school in the London Borough of Newham, the expansion of places within existing secondary schools in the borough or other measures which increase or facilitate the increase of the capacity of secondary schools within the vicinity of the Site;

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

"Shell and Core" means:

- (a) provision of a wind and water tight building envelope with all elements of outside walls and roofs, where relevant, complete;
- (b) spaces with exposed walls floors and soffits;
- (c) installation of mains services including electricity, water, telecommunications and broadband internet connection;
- (d) provision of a connection to a building-wide sprinkler system where require as part of the fire strategy for the building;
- (e) all external access ways will be included up to the main entrance door only and all further fire lobbies or compartmentation within a building shall be completed as part of the tenant's fit out; and
- (f) compliance with relevant building regulations insofar as they apply to such space;

"Silvertown Tunnel" means the proposed twin-bore road tunnel under the River Thames in east London together with all associated structures and road infrastructure that will link Silvertown to the Greenwich Peninsula and which is authorised by the Silvertown Tunnel DCO;

"Silvertown Tunnel DCO" means the Silvertown Tunnel Order 2018 (S.I. 2018/574) as corrected by the Silvertown Tunnel (Correction) Order 2019 (S.I. 2019/413) and any subsequent correction or amendment thereto;

"Silvertown Tunnel Infrastructure Protection Agreement" means for each Phase an agreement or agreements between the Owner and TfL on TfL's usual asset protection terms securing measures to protect the Silvertown Tunnel infrastructure, assets and operations in, on, under, over and in the vicinity of the Site including but not limited to provisions under which the Owner shall:

- (a) carry out at its own cost any works TfL considers necessary to protect Silvertown Tunnel infrastructure, assets and operations from any identified potential effects of that Phase; and
- (b) bear all proper costs incurred by TfL and Riverlinx in protecting Silvertown Tunnel infrastructure, assets and operations from any effects of that Phase, including (but not limited to) the costs of negotiating said agreement or agreements, monitoring compliance with said agreement or agreements and the approved detailed design and Outline Method Statement and monitoring the effects of that Phase on Silvertown Tunnel infrastructure, assets and operations;

"Silvertown Way Underpass" means the underpass under Silvertown Way labelled **"05"** on Plan 14A and the pedestrian and bicycle route from Dock Road to the eastern end of that underpass both shown indicatively on Plan 14B;

"Silvertown Way Underpass Works" means works for the improvement of Silvertown Way Underpass in accordance with the Healthy Streets Approach and Vision Zero principles and as identified in the Healthy Streets Assessment including (but not limited to) drainage improvements, day and night time lighting improvements, improved surface treatment of the walls, floor and ceiling, bollards and other controls over the movement, parking, loading and unloading of motorised vehicles, the provision of seating, litter bins and other street furniture, the installation of new wayfinding signage and revisions to existing signage and planting;

"SINC" means the part of the Site designated as a Site of Importance to Nature Conservation that is shown indicatively edged red on Plan 12;

"Site" means the land known as Thameside West, Dock Road, Silvertown, London and for the purpose of identification only shown edged red on Plan 1A;

"Site-wide Heat Network" means a site-wide heat network connecting the Energy Centre (or, if a Phase 4-11 Revised Energy Strategy is approved, the approved alternative energy source(s)) to Phases 4 to 11 (inclusive) that:

- (a) provides decentralised low-carbon energy, heating and hot water to Phases 4 to 11 (inclusive) including all uses authorised by the Planning Permission; and
- (b) is designed in accordance with the London Heat Network Manual;

"Sports Hall" means the 430 sqm GIA indoor sports hall and associated changing and other facilities forming part of the Primary School Floorspace;

"Sports Hall Community Use Scheme" means a strategy setting out the community access arrangements for the Sports Hall which shall include but not be limited to the following:

- (a) a statement of community involvement in relation to the preparation of the community use scheme;
- (b) confirmation that the Primary School Provider and any successor in title to the Owner in respect of the Primary School Floorspace has been fully involved in the preparation of the scheme;
- (c) confirmation as to the proposed site operator who shall meet any reasonable requirements that the Council may specify including but not limited to reputation, experience and level of insurance;
- (d) confirmation that all facilities comprised in the Sports Hall shall be made available to paying members of the public between:

Term Time

17:00 to 21:00 Monday to Friday

08:00 to 21:00 Saturday

10 to 21:00 Sunday

School Holiday

08:00 to 21:00 Monday to Saturday

10:00 to 21:00 Sunday

Bank Holidays and Public Holidays

08:00 to 21:00 except Christmas Day and Boxing Day when the Sports Hall can be closed

- (e) a detailed plan and/or schedule setting out the Sports Hall facilities, equipment and classes to be made available to the public;
- (f) an affordable pricing policy for public use of the Sports Hall which shall have due regard to the rates charged by the Council at similar local authority run facilities;
- (g) a financial plan for the short and long term viability of the Sports Hall without input of subsidy by the Council or the Primary School Provider;
- (h) the target level of public uptake and a methodology for marketing the facility;
- (i) a strategy to ensure the short, medium and long term maintenance of the Sports Hall;
- (j) a mechanism for reviewing the Sports Hall Community Use Scheme every six months for the first three years and annually thereafter with a view to maximising the level of public participation, promoting the Sports Hall and encouraging community groups to use the facilities and ensuring that such facilities are well-run and properly maintained; and
- (k) confirmation that the Council will receive a copy of the review referred to above in the form of a performance report;

"Staircasing" means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and **"Staircased"** shall be construed accordingly;

"Substantial Implementation" means construction to the first floor slab of Building A;

"Substantial Implementation Target Date" means the date falling 36 months from but excluding the date of grant of the Planning Permission;

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all accrued principal monies all interest and reasonable legal and administrative fees costs and expenses;

"Surplus Arises" means, in relation to each Updated Viability Appraisal, that the Review Stage IRR exceeds the Target IRR and **"a Surplus Has Arisen"** will be construed accordingly and **"no Surplus Has Arisen"** shall mean that the Review Stage IRR does not exceed Target IRR;

"Target IRR" means an internal rate of return of 13 per cent, being the target internal rate of return for the Development;

"TfL Contributions" means the Bus Stops Contribution, the Cycle Hire Contribution and the Thames Wharf Station Contribution;

"Thames Wharf Station" means a new Docklands Light Railway station proposed to be delivered by TfL or DLRL (as applicable) in the location shown indicatively shaded orange and labelled **"Thames West DLR Station"** in the key on Plan 9;

"Thames Wharf Station Contract" a design and build or a build contract (or equivalent contract as the case may be) for the Thames Wharf Station the letting of which shall be conditional upon receipt by TfL or DLRL (as appropriate) of the Thames Wharf Station Contribution pursuant to paragraphs 1.1 and 1.2 of schedule 15 of this Deed;

"Thames Wharf Station Contribution" means a financial contribution of £9,000,000 (nine million pounds) Indexed (by reference to the BCIS All-in Tender Price Index) to be used by TfL for the delivery of the Thames Wharf Station, which includes (but is not limited to) acquiring the necessary land, rights, licences and permits, design of the station, undertaking environmental impact assessments, mitigation of environmental impact, construction of the station, associated railway works and amendments to existing passenger information;

"Travel Plan" means for each Phase a detailed travel plan for the commercial, residential, school and nursery uses (to the extent relevant) in that Phase setting out ways to encourage sustainable transport and in particular walking and cycling including use of the Cycle Hire Scheme or an Alternative Bicycle Hire Scheme to and from that Phase and, in respect of the school use, including a school travel demand management plan to spread trips to and from the school over a longer period;

"Travel Plan Monitoring Fee" means a financial contribution of £40,000 Indexed to be used by the Council to monitor compliance with the Travel Plans;

"Updated Viability Appraisal" means, as part of each Viability Review, an update to the Application Stage Viability Appraisal which must meet the requirements in Part 1 of schedule 6;

"Use Classes Order" means the Town and Country Planning (Use Classes) Order 1987 as amended and in force on 31 August 2020;

"Vacant Land Strategy" means a strategy ensuring that the part of the Site on which the Energy Centre would have been located is not left as vacant bare land and is cleared, remediated and suitably landscaped;

"Viability Review" means the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2 or the Late Stage Review, as the context requires;

"Vision Zero" means the document titled **"Vision Zero action plan"** published by the Mayor of London and TfL in July 2018 containing principles and measures to eliminate deaths and serious injuries on London's streets as may be updated or replaced from time to time;

"Wayfinding Contribution" means a financial contribution of £30,000 Indexed to be used by the Council towards providing and updating Legible London signage at or in the vicinity of the Site;

"Wheelchair Needs Assessment" means, in respect of each Outline Phase, an assessment of whether there is a need for 10 per cent of the London Affordable Rented Housing Units in that Outline Phase to be wheelchair adapted and constructed in accordance with Part M4(3) of the Building Regulations;

"Working Day" means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory bank holiday and **"Working Days"** shall be construed accordingly;

"Workplace" means Newham's partnership one-stop shop for jobs and enterprise, bringing together the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes jobsearch support for local residents (employed and unemployed), access to training

provision for jobseekers and business support services as well as supporting local firms' recruitment needs.

2. **INTERPRETATION**

2.1 In this Deed:

- (a) references to clauses, schedules, paragraphs, plans, drawings are unless otherwise stated references to clauses and schedules to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this Deed;
- (b) words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- (c) words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- (d) references to the Owner or such party shall include the successor in title of that party and covenants restrictions obligations and liabilities of an Owner comprising more than one person are joint and several;
- (e) references to the Council, GLA and TfL shall include any successor to its function as local planning authority, highway, housing authority for the area within which the Site is located;
- (f) any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- (g) where the agreement, approval, consent, confirmation or an expression of satisfaction is required by, the Owner, the Council, GLA or TfL under the terms of this Deed (excluding paragraph 8 of schedule 6 and paragraph 4 of schedule 15 of this Deed) that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- (h) where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council, the GLA or TfL or any officer of the same then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council, the GLA or TfL;
- (i) in the absence of any contrary provision references to statutes, bye-laws, regulations, order or, delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;
- (j) the word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;
- (k) the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council and GLA against the and their respective successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them; and
- (l) where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

3. **STATUTORY AUTHORITY**

3.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the GLA and the restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the obligations will bind the Property and subject to clause 9 the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

3.2 To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

4. **STATUTORY POWERS**

This Deed does not fetter the statutory rights, powers and duties of the Council, the GLA or TfL.

5. **CONDITIONALITY**

5.1 This Deed shall come into effect on the date of this Deed.

5.2 The Parties agree that the obligations and conditions contained within this Deed shall not be enforceable by the Council or the GLA or TfL until:

- (a) the Planning Permission has been granted; and
- (b) the Planning Permission has been Implemented

save for this clause 5 and clauses 1, 2, 3, 4, 6.2 to 6.7, 7.1, 7.2(b), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 which shall take effect on the date hereof and the obligations in paragraph 1.1 of schedule 4 (Primary Education Contribution (Detailed Element)), paragraph 3.1 of schedule 4 (Carbon Offsetting Contribution (Phase 1)), paragraphs 2.1, 2.2, 2.4 and 6 of schedule 11 (Energy and Sustainability), schedule 12 (Design), paragraph 1 of schedule 14 (Public Realm Plans), paragraphs 2.3, 2.4, 4, 15.1 and 15.2 of schedule 15 (Transport and Highways), schedule 16 (local labour) which shall take effect on Commencement.

6. **OBLIGATIONS OF THE OWNER**

6.1 The Owner covenants

- (a) with the Council to observe and perform or cause to be observed and performed the obligations and covenants contained in schedule 1 to schedule 18 (inclusive) of this Deed at the times and in the manner provided therein and not to suffer or permit Commencement, Implementation and the subsequent carrying out of the Development by any person other than the Owner; and
- (b) with TfL to observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Owner to TfL and contained in schedule 14 and schedule 15 of this Deed at the times and in the manner provided therein and not to suffer or permit Commencement, Implementation and the subsequent carrying out of the Development by any person other than the Owner

PROVIDED THAT nothing in this clause 6.1 shall prevent the Owner from suffering or permitting such Commencement, Implementation and/or subsequent carrying out of the Development by (or on behalf of) any third party where it does so with the consent approval or licence of the Owner SAVE THAT the Owner's liability to comply with the terms of this Deed will remain in accordance with the provisions of clause 9.4 until such time as it has parted with its interest in the Site.

- 6.2 All obligations given by the Owner to the Council or TfL are deemed to be given to the GLA PROVIDED ALWAYS THAT any payment or performance of works shall only be required to be satisfied once and there shall not be any duplication of any said payment or works.
- 6.3 The First Owner warrants to the Council, the GLA and TfL (and for the avoidance of doubt this warranty is not given by, or binding in any way on, the Second Owner) that:
- (a) other than as disclosed to the solicitors of the Council and the GLA prior to the date of this Deed or specified on the official copies of the title registers of the Title Numbers included in Recitals (B) and (D) (as disclosed to the solicitors of the Council and the GLA prior to the date of this Deed and respectively issued by HM Land Registry on 22 July 2021) so far as the First Owner is aware there are no other persons with a legal interest affecting the First Owner's title to those parts of the Site identified at Recitals (B) and (D);
 - (b) the First Owner has full power to enter into this Deed; and
 - (c) that there is no person (other than the Parties to this Deed) having a charge or any other interest affecting the First Owner's title to those parts of the Site specified in Recitals (B) and (D) whose consent is necessary for the First Owner to enter into this Deed.
- 6.4 The Second Owner warrants to the Council, the GLA and TfL (and for the avoidance of doubt this warranty is not given by, or binding in any way on, the First Owner) that:
- (a) other than as disclosed to the solicitors of the Council and the GLA prior to the date of this Deed or as specified on the official copies of the title registers of the Title Numbers included in Recitals (C) and (D) (as disclosed to the solicitors of the Council and the GLA prior to the date of this Deed and respectively issued by HM Land Registry on 22 July 2021) so far as the Second Owner is aware there are no other persons with a legal interest affecting the Second Owner's title to those parts of the Site identified at Recitals (C) and (D);
 - (b) the Second Owner has full power to enter into this Deed; and
 - (c) that there is no person (other than the Parties to this Deed) having a charge or any other interest affecting the Second Owner's title to those parts of the Site specified in Recitals (C) and (D) whose consent is necessary for the Second Owner to enter into this Deed.
- 6.5 The Owner covenants with the Council not to Commence Phase 4 until the Owner (or other owner of the Council Land) has at its cost entered into a deed of adherence in relation to those parts of the Council Land within Phase 4 in a form approved by the Council by which those parts of the Council Land within Phase 4 shall be bound by the terms of this Deed.
- 6.6 The Owner covenants with the Council to give immediate written notice of any Acquisition by it of parts of the Site not bound by this Deed occurring before all of the obligations in this Deed have been discharged together with the area of the Site to which the Acquisition relates, by reference to a plan PROVIDED ALWAYS THAT prior to Commencing the Development on any part of the Site Acquired, the Owner shall (if the estate Acquired still subsists following such Acquisition) at its cost enter into a deed of adherence in a form

approved by the Council in which the Owner agrees that the part of Site so Acquired shall be bound by the terms of this Deed.

- 6.7 The Owner covenants with the Council to give immediate written notice of any disposal by it (here meaning the transfer of any freehold or leasehold estate or the grant of any lease in the Site or part thereof) occurring before all of the obligations in this Deed have been discharged (such notice to give details of the transferee's or lessee's full name and registered office (if a company or usual address if not) together with the area of the Site to which the disposal relates, by reference to a plan) PROVIDED ALWAYS THAT the Owner shall not be required to give any such notice to the Council in relation to a disposal where the transferee or lessee is an individual owner(s) Occupier(s) or tenant(s) of any of the Dwellings and/or the commercial floorspace or a statutory undertaker or similar utility provider.

7. GLA, TFL AND COUNCIL DISCRETION AND OBLIGATIONS

- 7.1 For the avoidance of doubt nothing herein contained shall prejudice or affect the GLA's, TfL's and Council's rights, powers, duties and obligations in the exercise of their respective functions as a local authority, highway authority or transport authority (as applicable) and all such rights, powers, duties and obligations under all public or private statutes, bye laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the proposed Development of the Site and any other subject matter of this Deed as if this Deed had not been executed by the GLA, TfL or the Council (as applicable).

- 7.2 The GLA covenants with the Owner to:

- (a) observe and perform or cause to be observed and performed its obligations in this Deed; and
- (b) grant the Planning Permission as soon as is reasonably practicable following completion of this Deed.

- 7.3 TfL covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.

- 7.4 TfL covenants with the Owner to use TfL Contributions solely for the purposes set out in this Deed.

- 7.5 The Council covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.

8. INDEXATION AND INTEREST ON CONTRIBUTIONS

- 8.1 The Contributions payable under this Deed shall be Indexed from the date of completion of this Deed until payment.

- 8.2 The TfL Contributions payable under this Deed shall be Indexed by applying the BCIS All-in Tender Price Index published by the Royal Institution of Chartered Surveyors or, if such index is no longer maintained, such replacement index as the Owner and TfL may agree in writing.

- 8.3 Where any payment due under this Deed is paid late, Interest will be payable on to the sum in question from the date payment is due until the date of the payment.

- 8.4 In the event of any discrepancy with the amount to be paid or paid, the liability to pay as set out clause 8.2 above, will not be discharged until the GLA or the Council (as applicable) has confirmed in writing the amount due has been paid in full.

9. **LIABILITY AND ENFORCEMENT**

- 9.1 The cessation of this Deed shall not affect the liability of any party for any earlier breach.
- 9.2 Without prejudice to the Council's statutory rights of access of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).
- 9.3 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- (a) any individual owner(s), Occupier(s) or lessee(s) of any of the Dwelling save in respect of those obligations contained in paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner(s), Occupier(s) or lessee(s);
 - (b) any individual owner(s), Occupier or lessee of any of the Commercial Units save in respect of those obligations contained in paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and further for individual owner(s), Occupier(s) or lessee(s) of Affordable Workspace, paragraphs 2.3 and 4 of schedule 17, and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner(s), Occupier(s) or lessee(s);
 - (c) any mortgagees of any owner(s), Occupier(s) or lessee(s) or any receiver appointed by such mortgagees, or any person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees save where they take possession of the Dwelling or Commercial Unit and in such case they will be bound as an individual owner(s), or Occupier(s) or lessee(s) of a Dwelling or Commercial Unit in accordance with clause 9.3(a) or (b) (as applicable);
 - (d) any individual owner(s), Occupier(s) or lessee(s) of the Primary School save in respect of those obligations contained in paragraphs 2.11 to 2.12 of schedule 7, paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner, Occupier or lessee;
 - (e) any individual owner(s), Occupier(s) or lessee(s) of the Nursery save in respect of those obligations contained in paragraphs 12 and 13 of schedule 8, paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner, Occupier or lessee;
 - (f) any individual owner(s), Occupier(s) or lessee(s) of the Community Centre save in respect of those obligations contained in paragraph 12 of schedule 9, paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner(s), Occupier(s) or lessee(s);

- (g) any individual owner(s), Occupier(s) or lessee(s) of the Phase 1 Ancillary Floorspace save in respect of those obligations contained in paragraph 7 of schedule 10, paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner(s), Occupier(s) or lessee(s);
 - (h) any Affordable Housing Provider of the Affordable Housing Units in its capacity as an Affordable Housing Provider save in respect of the obligations in paragraphs 2.1(k), 2.1(l) and 2.1(m), 2.2, 3, 4, 5 and 6 of schedule 5 and paragraphs 5.1, 7.4, 8.1 and 10.2 of schedule 15 and in respect of any of the plans or strategies submitted pursuant to this Deed for the Development that require compliance following the Occupation Date to the extent such plans or strategies relate to the Affordable Housing Units;
 - (i) any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt any interest in the Site held or acquired by TfL (or any subsidiary thereof) or any successor in function under the Silvertown Tunnel DCO or otherwise); and
 - (j) any mortgagee or chargee of the whole or any part of the Owner's interest in the Site unless it takes possession of the Site or part thereof in which case it will be bound by the obligations as a person deriving title from the Owner.
- 9.4 No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).
- 9.5 No waiver (whether express or implied) by any of the Council, the GLA or TfL of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent any of the Council, the GLA or TfL from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Owner.
- 9.6 Each clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, schedule or paragraph shall be held by the courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, schedule or paragraph be valid shall apply without prejudice to any other clause, schedule or paragraph contained herein.
- 9.7 Subject to clauses 4, 7.1 and 9.10, if either the Council the GLA or TfL is minded to enforce a breach of this Deed against the Owner it shall before taking any action serve written notice on the Owner stating:
- (a) that the Owner is in breach of this Deed;
 - (b) the nature of the breach;
 - (c) the action required to remedy the breach; and
 - (d) a 20 Working Day period within which to remedy the breach calculated from the date of the notice.

9.8 Where the Owner fails to remedy the breach within the period specified in the notice served pursuant to clause 9.7 then the Council, the GLA and/or TfL (as applicable) shall be entitled to enforce the relevant obligation(s) against the Owner without a requirement for further warning under the pre-action protocol for court action.

9.9 No time or indulgence granted to the Owner by the Council or the GLA or TfL shall in any way release the obligations of the Owner to the Council and the GLA and TfL.

9.10 In the event of a breach of this Deed that gives rise to an emergency or a situation where public safety or human life is in immediate danger or the Council, the GLA or TfL otherwise consider that enforcement is required then the Council, the GLA and/or TfL (as applicable) may exercise their rights to enforce the breach against the Owner at any time.

10. **REGISTRATION AND DISCHARGE**

10.1 The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.

10.2 The First Owner agrees to apply to register the terms of this Deed against the interests set out in Recitals (B) and (D) the Site's title at the Land Registry within 30 Working Days of the date of completion of this Deed.

10.3 The Second Owner agrees to apply to register the terms of this Deed against the interests set out in Recitals (C) and (D) the Site's title at the Land Registry within 30 Working Days of the date of completion of this Deed.

11. **LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION**

11.1 If the Planning Permission expires within the meaning of section 91, 92, or 93 of the 1990 Act, or is quashed on judicial review without thereafter being re-granted by the Council or GLA, or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (save in respect of any antecedent breach) and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

11.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.

11.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

12. **NOTICES**

12.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post and by email.

12.2 The address for service of any such notice, consent or approval shall be as follows:

For the Council:

Address: London Borough of Newham, Newham Dockside, First Floor West Wing, Dockside Road, London E16 2QU and by email to Planning.Obligations@newham.gov.uk

Relevant addressee: the Director Regeneration and Planning
Reference: 18/03557/OUT

For First Owner: Silvertown Homes Limited
Address: 12 Carlos Place, London, England, W1K 2ET
Relevant addressee: Development Director
Reference: 18/03557/OUT

For the Second Owner: GLA Land and Property Ltd
Address: 5 Endeavour Square, London, United Kingdom, E20 1JN.
Relevant addressee: Simon Powell
Reference: Thameside West

For the GLA:
Address: The Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA
Relevant addressee: Planning Obligations Monitoring Officer
Reference: 4039c

For TFL:
Address: Transport for London, 5 Endeavour Square, Stratford, London, E20 1JN
Relevant addressee: Director of Spatial Planning
Reference: Thameside West

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

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

- (a) if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;
- (b) to prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly

addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope; and

- (c) if by email, by notification of a delivery receipt for such email to the correct email address as previously notified between the Parties.
- 12.4 Any notice served pursuant to this Deed, shall cite the number and the clause of the Deed to which it relates and in case of the notice to the Council the planning reference number for the Development.
- 12.5 In the event any notice required to be served under or pursuant to this Deed has not been received by the Council, the Parties agree that the Council (as appropriate) shall determine and set such date for such activity to which any notice relates as it reasonably believes should be the date of such activity and references to the specified date shall be construed accordingly and the Council may serve notice on the Owner to this effect.
- 12.6 Not less than 5 Working Days before the anticipated date of each of the following events, the Owner shall notify the Council of such anticipated date:
- (a) Commencement of the Development;
 - (b) Commencement of each Phase;
 - (c) Implementation of the Development by way of a Notice of Implementation Form;
 - (d) Implementation of each Phase by way of a Notice of Implementation Form;
 - (e) on each application for reserved matters approval for each Outline Phase;
 - (f) prior to commencing above ground works for any Phase;
 - (g) Practical Completion of the Development and each Building and Phase;
 - (h) First Occupation of the Development and each Building and Phase;
 - (i) First Occupation of the Dwellings and Market Housing Units in each Phase;
 - (j) First Occupation of 1,400 Dwellings;
 - (k) First Occupation of 1,700 Dwellings;
 - (l) First Occupation of 2,500 Dwellings;
 - (m) First Occupation of 3,500 Dwellings;
 - (n) First Occupation of 85 per cent of the Dwellings;
 - (o) First Occupation of 75 per cent of the Market Housing Units in each Phase;
 - (p) First Occupation of 60 per cent of the Market Housing Units in Phase 9 and Phase 10;
 - (q) First Occupation of 80 per cent of the Market Housing Units in Phase 10; and
 - (r) First Occupation of any Phase adjacent to a Car Club Highway Bay.
- 12.7 Not less than 5 Working Days before the anticipated date of each of the following events, the Owner shall notify TfL of such anticipated date:
- (a) Commencement of each Phase;

- (b) Commencement of each of Buildings H, J, K, L, M, N, P, Q, R, S, T and U;
 - (c) Implementation of the Development;
 - (d) Implementation of each Phase;
 - (e) Implementation of each Phase to which the Public Realm Provision Plan relates (to the extent that the relevant Public Realm falls within the order limits of the Silvertown Tunnel DCO);
 - (f) the date six months prior to Occupation of each Phase to which a Public Realm Management Plan relates (to the extent that the relevant Public Realm falls within the order limits of the Silvertown Tunnel DCO);
 - (g) First Occupation of the Development and each Building and Phase;
 - (h) First Occupation of 1,700 Dwellings; and
 - (i) On each application for reserved matters approval for each Outline Phase.
- 12.8 The Owner shall not cause, suffer or permit the occurrence of any event specified in clause 12.6 and 12.7 above until it has given notice to the Council or TfL (as applicable) of the anticipated date of that event in accordance with clauses 12.6 and 12.7 above.
- 12.9 If the Owner fails to give notice of any date under and in accordance with clauses 12.6 and 12.7 above, the Council and/or TfL may, acting reasonably, deem the relevant event to have occurred on the earliest possible date.
- 12.10 The Owner shall complete and serve a Notice of Payment Form on the Council at least 5 Working Days before it intends to pay any Contribution or make any other payment pursuant to this Deed.
- 13. DISPUTE RESOLUTION**
- 13.1 Subject to clauses 4 and 7.1 and paragraph 23 of schedule 6 to this Deed, in the event of any dispute or difference arising between any of the Parties in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications and with at least 10 post-qualification years' experience in the relevant matters that are in dispute to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares.
- 13.2 If the professional body referred to in clause 13.1 above does not exist or the Parties to the dispute cannot agree the identity of the professional body, an independent and suitable person holding appropriate professional qualifications and with at least 10 years' post-qualification experience in the relevant matters that are in dispute shall be appointed by the President or next most senior available officer of the Law Society of England and Wales to determine the dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of fraud or manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement for a decision to be reached and communicated to the parties to the dispute (with written reasons) within the minimum practicable timescale allowing for the nature and complexity of the dispute

and in any event not more than 20 Working Days after the conclusion of the final hearing that takes place or 20 Working Days after he has received the final file or written representation.

- 13.4 The expert shall be required to give notice to the parties to the dispute requiring each of them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.
- 13.5 The expert's costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 13.6 The provisions of this clause 13.6 shall not affect the ability of any party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 13.7 This clause does not apply to disputes in relation to matters of law of the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

14. **FEES**

- 14.1 The Owner shall pay on or before the date of this Deed to the GLA the GLA's and TfL's outstanding reasonable costs properly incurred in the preparation and negotiation of this Deed.
- 14.2 The Owner shall pay to the Council on or before completion of this Deed:
- (a) the outstanding reasonable legal fees and other reasonable professional costs and disbursements of the Council incurred in connection with the negotiation, preparation and completion of this Deed including any VAT; and
 - (b) the Monitoring Fee.
- 14.3 Where the Council does not have internal resource to review environmental reports submitted in support of any reserved matters applications pursuant to the Planning Permission and appoints an external consultant to review any such reports on its behalf, the Owner shall pay to the Council the reasonable and proper costs of appointing the external consultant PROVIDED THAT:
- (a) such costs are agreed in advance between the Owner and the Council;
 - (b) the Council shall not be obliged to consider the relevant report until such costs are agreed; and
 - (c) such payment shall be made within 25 Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

15. **VAT**

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

16. **COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010**

For the purposes of the Community Infrastructure Levy Regulations 2010 (the "**Regulations**"), the Owner, the GLA, TfL and the Council hereby affirm that the planning obligations contained in schedule 1 to schedule 18 inclusive are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

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

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

18. **JURISDICTION**

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

19. **DELIVERY**

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

20. **GOOD FAITH**

Subject to clauses 4 and 7.1, the Parties to this Deed agree with one another to act reasonably in the fulfilment of the provisions of this Deed.

IN WITNESS whereof this Deed has been executed on the date first above written

~~Executed and delivered for and on behalf of~~

~~The common seal of THE GREATER
LONDON AUTHORITY was hereunto
affixed in the presence of:~~

by

Authorised Signatory
Name (BLOCK)
Position

John Finlayson
JOHN FINLAYSON
Head of Development Management

Authorised Signatory
Name (BLOCK)
Position

Lucinda Turner
LUCINDA TURNER
ASSISTANT DIRECTOR / PLANNING

The common seal of THE MAYOR AND
BURGESSES OF THE LONDON
BOROUGH OF NEWHAM was hereunto
affixed in the presence of:



Authorised Signatory
Karen Barabara



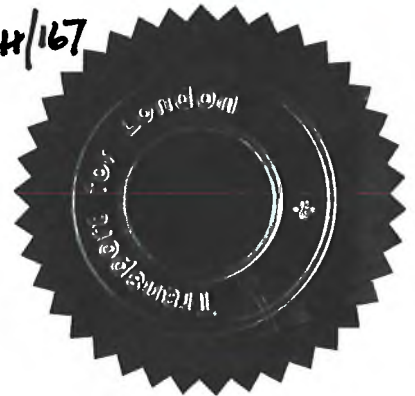
LBN/1624

The common seal of TRANSPORT FOR
LONDON was hereunto affixed in the
presence of:



Authorised Signatory
Horatio Chishimba
TfL Governance Officer

H/167

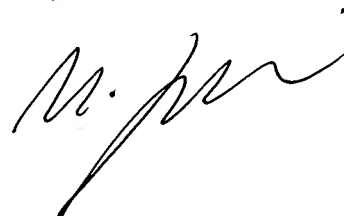


Signed as a deed by SILVERTOWN
HOMES LIMITED acting by a director and
its secretary/two directors:

Director


Giorgio L. Laurenti

Director/Secretary


Maurice Levi Laurenti

Signed as a deed by **GLA LAND AND PROPERTY LIMITED** acting by a director:

)
)
)
)
Simon Power
SIMON POWER

Director

In the presence of:

Signature of witness

C. Thomas

Name of witness

CATHERINE THOMPSON

Address of witness

*GLA, Union St
London E1 6LL*

Occupation of witness

Senior Procurement Co-ordinator

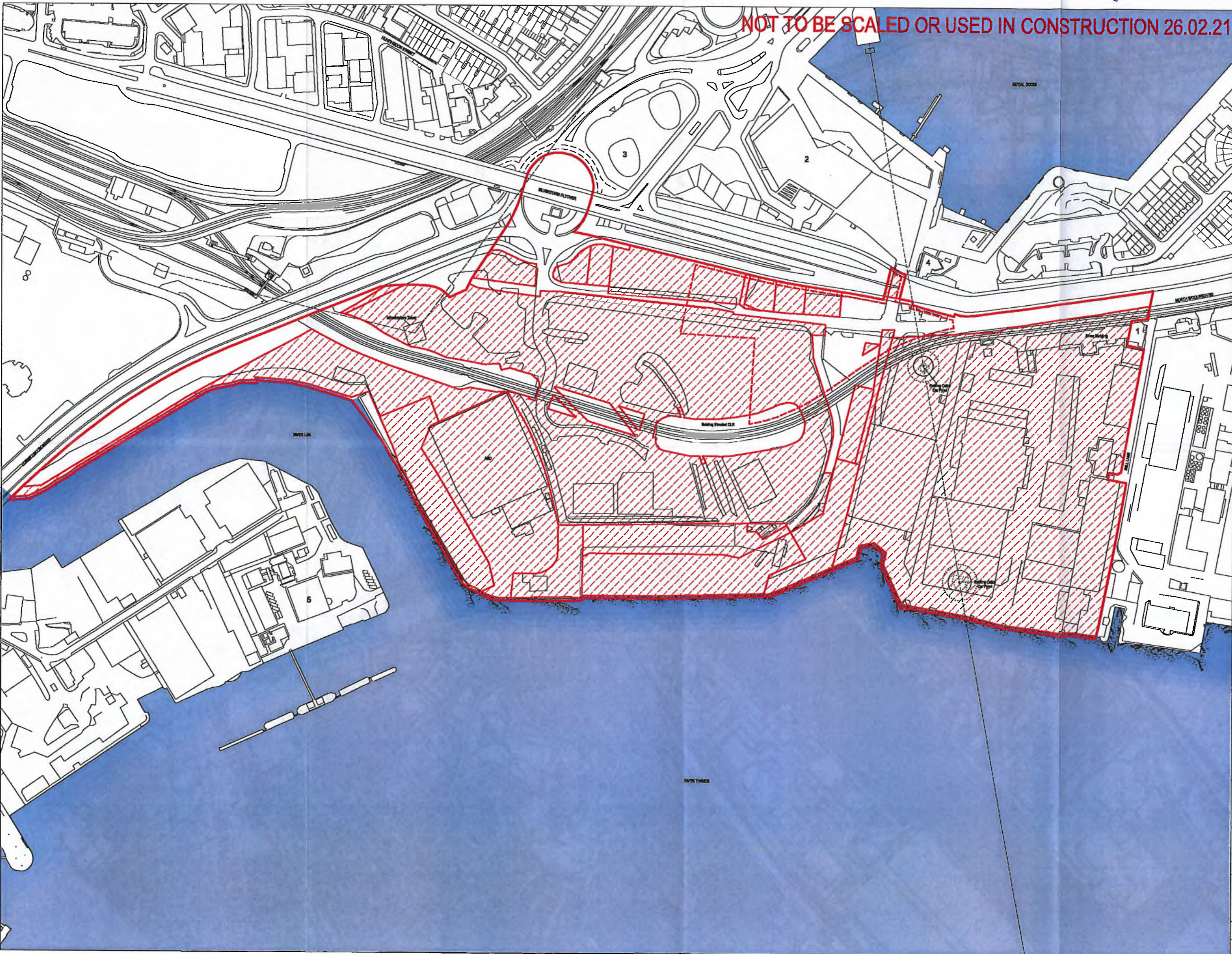
SCHEDULE 1
PLANS AND PHASING

1. PLANS

Plan no.	Description of plan	Drawing number
Plan 1A	Site location plan	A-LO-011-XX-01 (Rev: 00)
Plan 1B	The Property	A-SL-011-XX-01 (Rev:04)
Plan 2	Buildings and Phases	A-SL-011-xx-13 (Rev: 05)
Plan 3	Bow Creek Bridge Safeguarded Area	522-PT-MP-TYP-DR-L-PL-1039 S2 (Rev: P03)
Plan 4A and 4B	Cycle Hire Docking Station Safeguarded Area	2693-A-SL-011-xx-23-C and 2693-A-SL-011-xx-23-D
Plan 5A	Area 1 within which land could be acquired for the construction of a GP surgery using the Health Contribution	Land at Vandome Close
Plan 5B	Area 2 within which land could be acquired for the construction of a GP surgery using the Health Contribution	1830-JSA-XX-XX-DR-A-01001
Plan 6A, 6B and 6C	Highway Works	035668-BHE-SK-C-0003-P02 035668-BHE-SK-C-0004-P02 035668-BHE-SK-C-0006-P01
Plan 7	Nursery Site	2693-A-SL-011-xx-27
Plan 8	Temporary and permanent locations of the Phase 1 Additional Blue Badge Parking Spaces	2018-JMP-P1-02-DR-A-0009
Plan 9	River Walk Safeguarded Area, Primary School Site and Thames Wharf Station location	A-SL-011-xx-22 (Rev: 00)
Plan 10	River Pier Safeguarded Area	522-PT-MP-TYP-DR-L-PL-1038 S2 (Rev: P04)
Plan 11	Not used	
Plan 12	Site of Importance to Nature Conservation	2693-A-SL-011-xx-28
Plan 13	Plan showing indicative locations of Affordable Housing Units	A-SL-011-xx-21 (Rev: 00)
Plan 13A	Affordable Housing Units (Phase 1)	2018-JMP-P1-02-DR-A-0017
Plan 14A	Public Realm	A-SL-011-xx-32
Plan 14B	Public routes and open space	A-SL-011-xx-14B

[Handwritten signature]
PLAN 1B

NOT TO BE SCALED OR USED IN CONSTRUCTION 26.02.21



General Notes
1. Do not scale drawings. Dimensions govern.
2. All dimensions are in millimetres unless stated otherwise.
3. All levels are in metres unless stated otherwise.
4. All dimensions shall be verified on site before proceeding with the work.
5. Provide a Particulars sheet to verify all dimensions.

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REVISIONS

The table within this page will be approved but will be the responsibility of the client to ensure that the drawings are updated in accordance with the drawings. It is the responsibility of the client to ensure that the drawings are updated in accordance with the drawings.

No.	Date	Revised For	By
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LEGEND

Thameside West Planning Application Boundary

Extent of Outline of Application

EXISTING BUILDINGS KEY

- 1. LA Building
- 2. North Tower East
- 3. North Tower West
- 4. Utility Store Room

SITE AREA

Max Area 88,751m²



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Riverside, 22 Hester Road
London SW11 4AN
T: +44 (0)20 7788 0000
www.fosterpartners.com © Foster + Partners

Client
Silvertown Homes Limited &
GLA Land and Property

Project
Thameside West
Masterplan

Title
Site Layout
Masterplan - Parameter Plan 01
Extent of Outline and
Full Detailed Areas

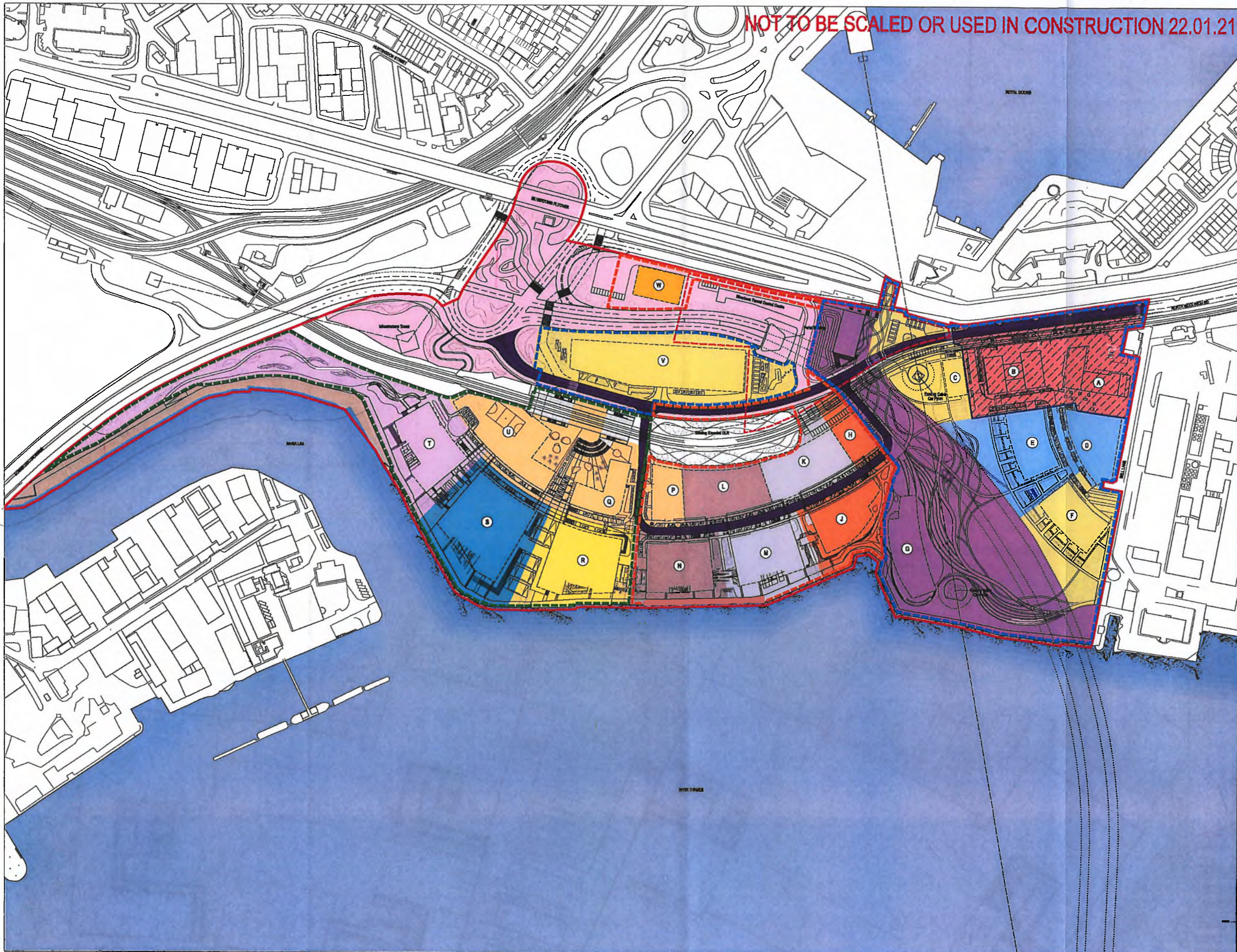
Project No.	Date	Scale at A3/A4
2693	13/12/18	1:1000
Number	Revision	
A-SL-011-XX-01	04	

[Handwritten initials]
JF
LT

[Handwritten signature]

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NOT TO BE SCALED OR USED IN CONSTRUCTION 22.01.21



- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are to substation unless stated otherwise.
 3. All levels are to surface unless noted otherwise.
 4. All drawings shall be marked on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.

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LEGEND
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Rev	Date	Description	By	CHK
01	13/12/18	For Planning Application	FP	
02	13/12/18	For Planning Application	FP	
03	13/12/18	For Planning Application	FP	
04	13/12/18	For Planning Application	FP	
05	13/12/18	For Planning Application	FP	
06	13/12/18	For Planning Application	FP	
07	13/12/18	For Planning Application	FP	
08	13/12/18	For Planning Application	FP	
09	13/12/18	For Planning Application	FP	
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11	13/12/18	For Planning Application	FP	
12	13/12/18	For Planning Application	FP	
13	13/12/18	For Planning Application	FP	
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28	13/12/18	For Planning Application	FP	
29	13/12/18	For Planning Application	FP	
30	13/12/18	For Planning Application	FP	



- LEGEND**
- Strategic Planning Application Boundary
 - Detailed Application
 - Outline and Outline Application
 - Development Zone
 - Development Zone Reference
- DEVELOPMENT PHASING**
- | Phase | Color | Phase | Color |
|---------|-------------|----------|--------------|
| Phase 1 | Red | Phase 7 | Light Blue |
| Phase 2 | Blue | Phase 8 | Yellow |
| Phase 3 | Green | Phase 9 | Orange |
| Phase 4 | Purple | Phase 10 | Light Green |
| Phase 5 | Light Blue | Phase 11 | Light Purple |
| Phase 6 | Light Green | Phase 12 | Light Orange |
- Other symbols:

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London SW11 4JH
T: +44 (0)20 7799 0400
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Client: Silverdown Homes Limited & GLA Land and Property

Project: Thameside West Masterplan

The Site Layout Masterplan Phasing Strategy

Project No: 2893	Date: 13/12/18	Scale: 1:1000
Number: A-SL-011-xx-13	Revision: 05	

Handwritten notes: 50, 12, 11

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General Notes
 DO NOT SCALE. All dimensions must be checked on site, errors are to be reported.
 All submitted material is subject to copyright. Unless otherwise agreed in writing, all rights to use the document are subject to payment of all architect's charges. This document may only be used for the express purpose and project for which it has been created and delivered, no reliance is to be placed on it. The user of this document is at the user's sole risk and without limiting the architect's rights the user releases and indemnifies the Architect from and against all loss so arising.
 Drawings must ensure that cross referenced drawings and specifications noted on these drawings are checked as a regular basis to ensure that the latest revisions are used.

Location Key



fresh
SP

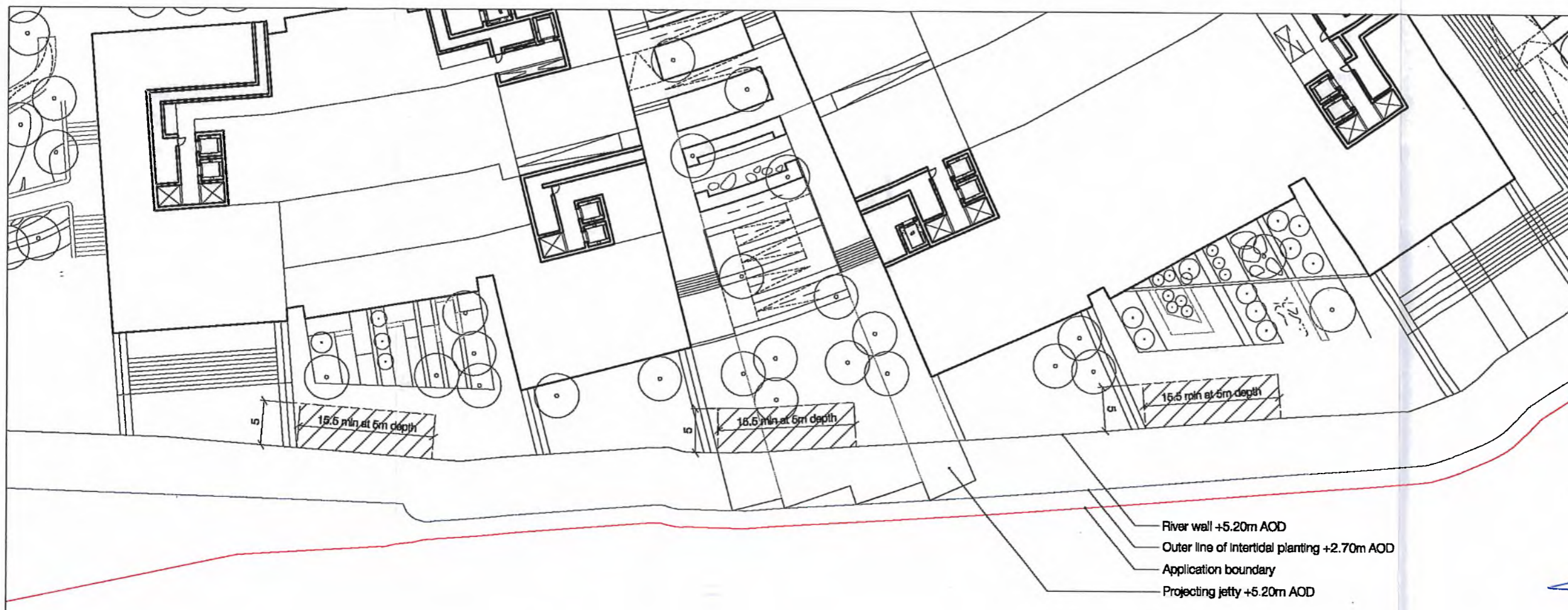
Colour Code

- Safeguarded waterfront
- Dashed line 6m minimum offset from river wall
- Masterplan
- Application boundary

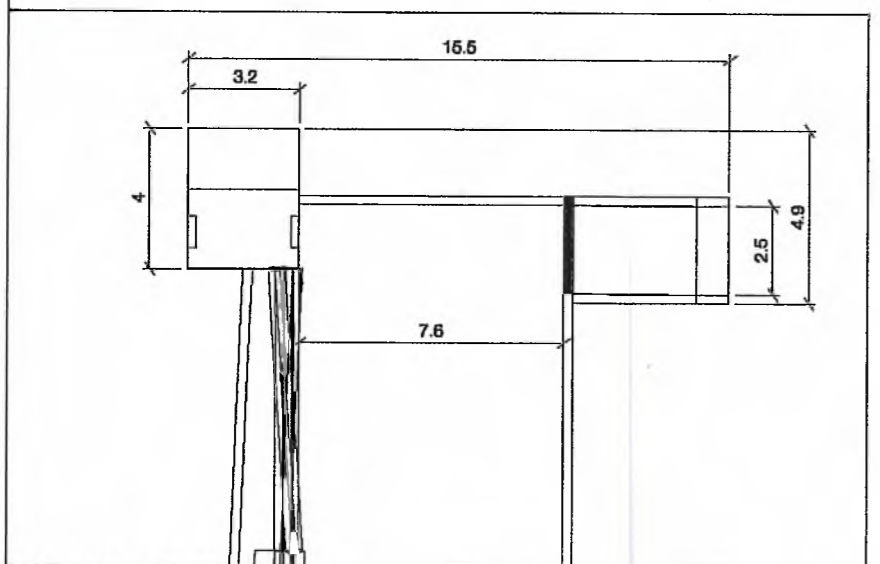
Drawing Notes

Safeguarded areas are based upon the illustrative masterplan. Illustrative landscaping, including steps, raised platforms, tree planting etc. would be modified in the event of a bridge landing in those locations.
 All detailed design of architecture and landscape is indicative and subject to planning approval by Relevant Matters. Exact design and positioning of a bridge landing will be subject to planning approval.

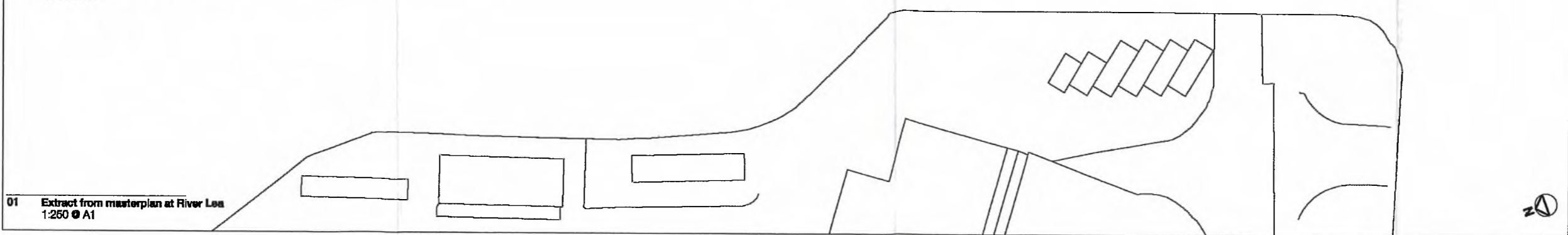
if
[Signature]



- River wall +5.20m AOD
- Outer line of intertidal planting +2.70m AOD
- Application boundary
- Projecting jetty +5.20m AOD



02 Inset detail - illustrative bridge landing based on City Island crossing
 1:100 @ A1



01 Extract from masterplan at River Lea
 1:250 @ A1



Issue Record	By	Chk	Date
P03 River wall access zone detailed	RM		18/01/2020
P02 Illustrative landscaping plan	RM		07/05/2020
P01 Final prepared	RM		27/04/2020

Title
 Masterplan
 Waterfront safeguarding
 River Lea crossing

Project
 Thameside West Landscape

Scale
 1:250 @ A1 1:500 @ A3

Status
 S2 - For Information Revision P03

Drawing Number
 522-PT-MP-TYP-DR-L-PL-1039

[Signature]
[Signature]

Patel Taylor
 48 Rawlstone Street
 London EC1V 7ND
 T +44 (0)20 7278 2323
 www.pateiltaylor.co.uk

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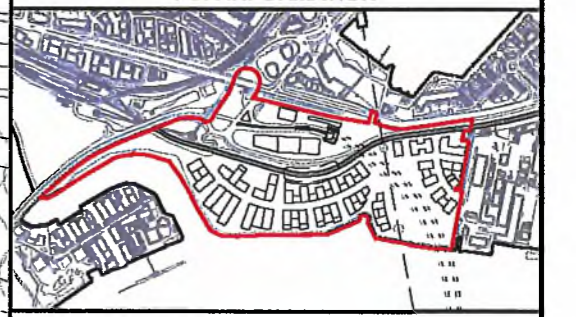
- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are in millimetres unless noted otherwise.
 3. All levels are in metres unless noted otherwise.
 4. All dimensions shall be verified on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.
 6. Any areas indicated on this sheet are approximate and indicative only.

■ Safeguarded Area for Cycle Hire Scheme

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Rev.	Date	Reason For Issue	Chk
00	22/01/21	For Information	F+P

FOR INFORMATION



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 London SW11 4AN
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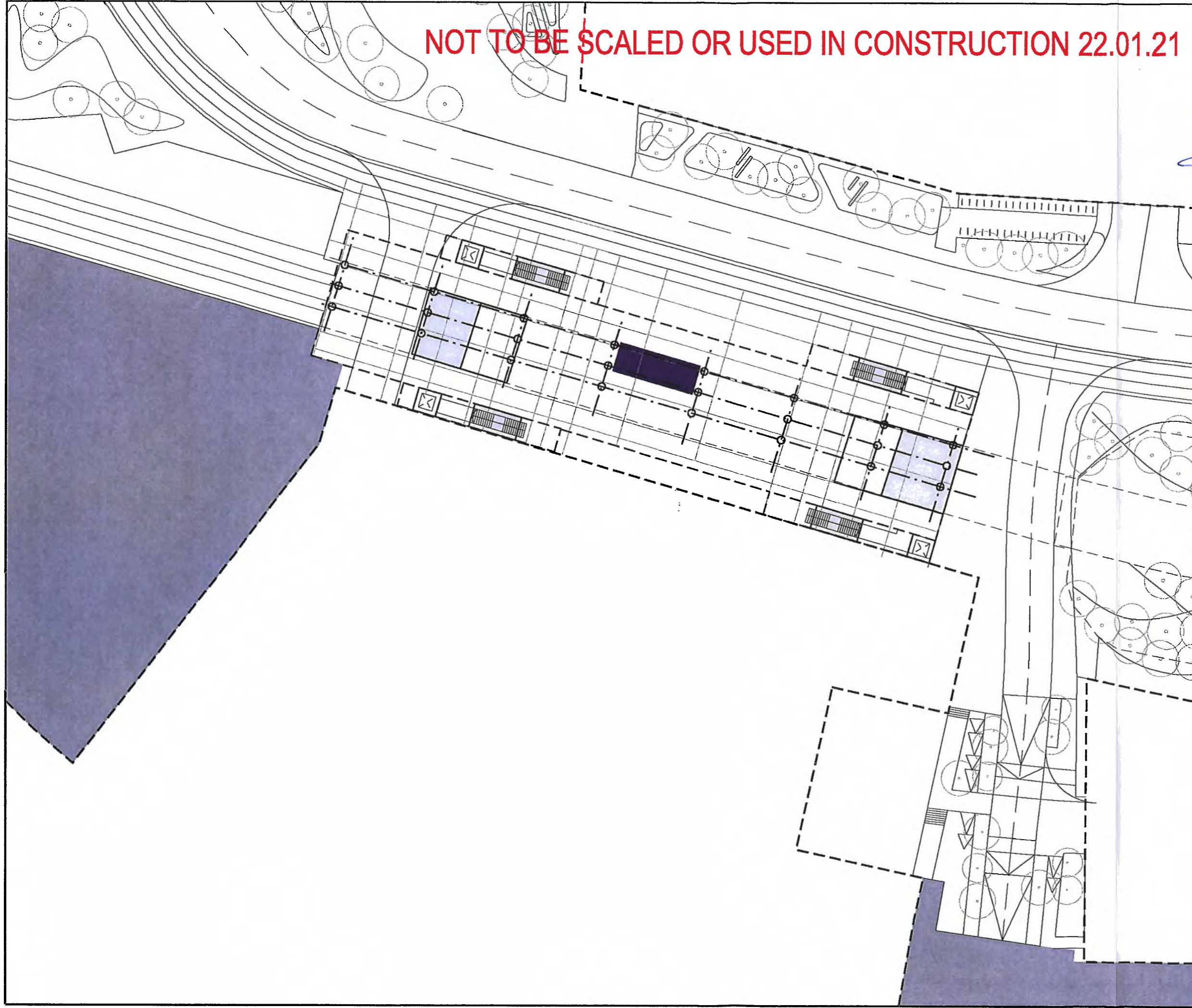
Client
**Silvertown Homes Limited &
 GLA Land and Property**

Project
Thameside West Masterplan

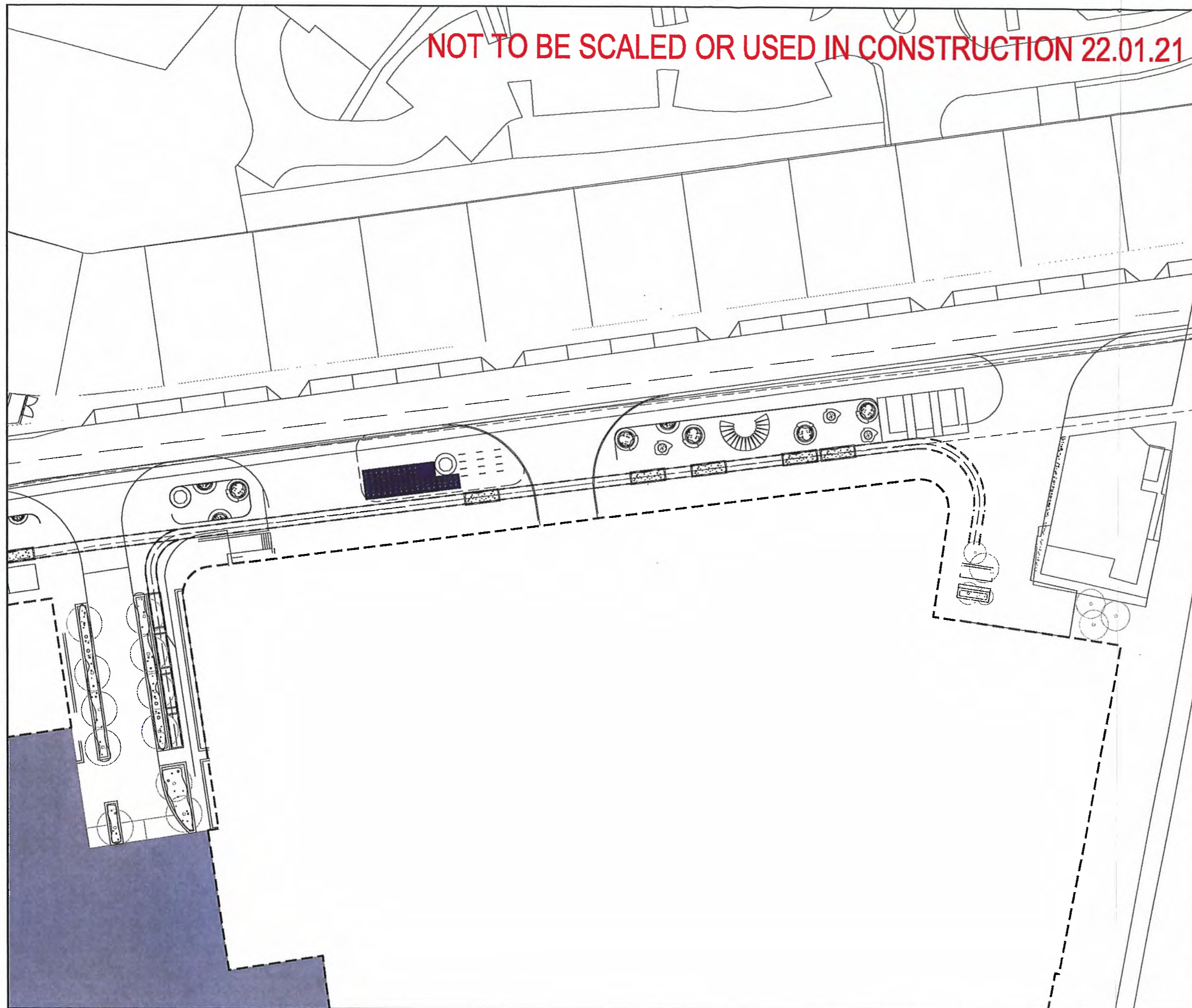
Title
**Masterplan - Section 106 Plan
 Cycle Hire Docking Station
 Safeguarded Area
 Lower Ground Plan +05.00 AOD**

Project No. 2693	Date 22/01/21	Scale at ISO A3 1:500
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Number 2693-A-SL-011-xx-23-C	Revision 00
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NOT TO BE SCALED OR USED IN CONSTRUCTION 22.01.21

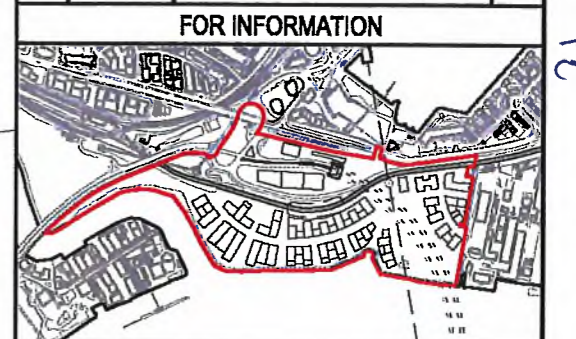


- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are in millimetres unless noted otherwise.
 3. All levels are in metres unless noted otherwise.
 4. All dimensions shall be verified on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.
 6. Any areas indicated on this sheet are approximate and indicative only.

■ Safeguarded Area for Cycle Hire Scheme

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Rev.	Date	Reason For Issue	Chk
00	22/01/21	For Information	F+P



Foster + Partners

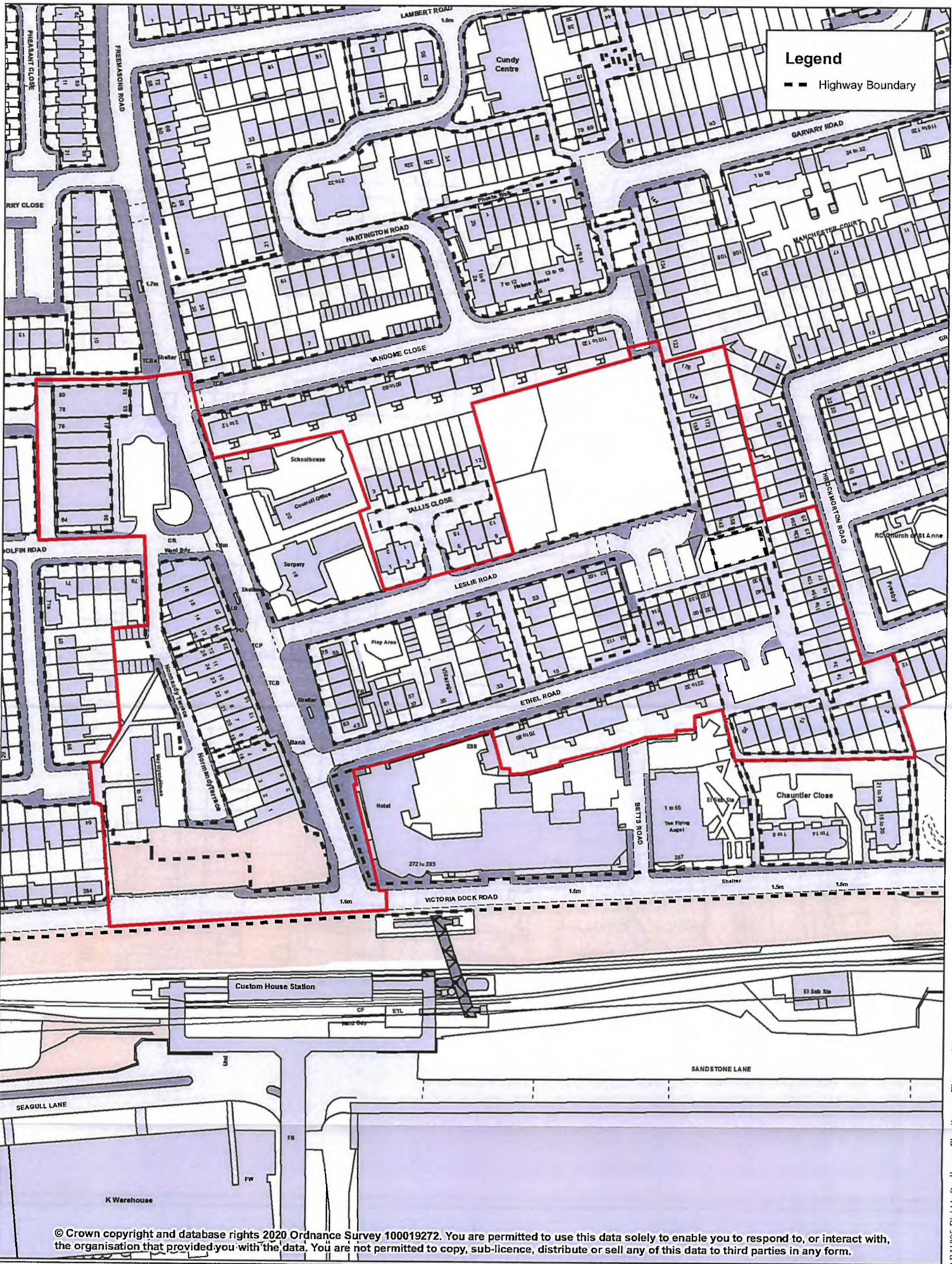
Riverside, 22 Hester Road
 London SW11 4AN
 T +44 (0)20 7738 0455
 www.fosterandpartners.com © Foster + Partners 2014

Client
Silvertown Homes Limited & GLA Land and Property

Project
Thameside West Masterplan

Title
**Masterplan - Section 106 Plan
 Cyle Hire Docking Station
 Safeguarded Area
 Lower Ground Plan +05.00 AOD**

Project No. 2693	Date 22/01/21	Scale at ISO A3 1:500
Number 2693-A-SL-011-xx-23-D	Revision 00	



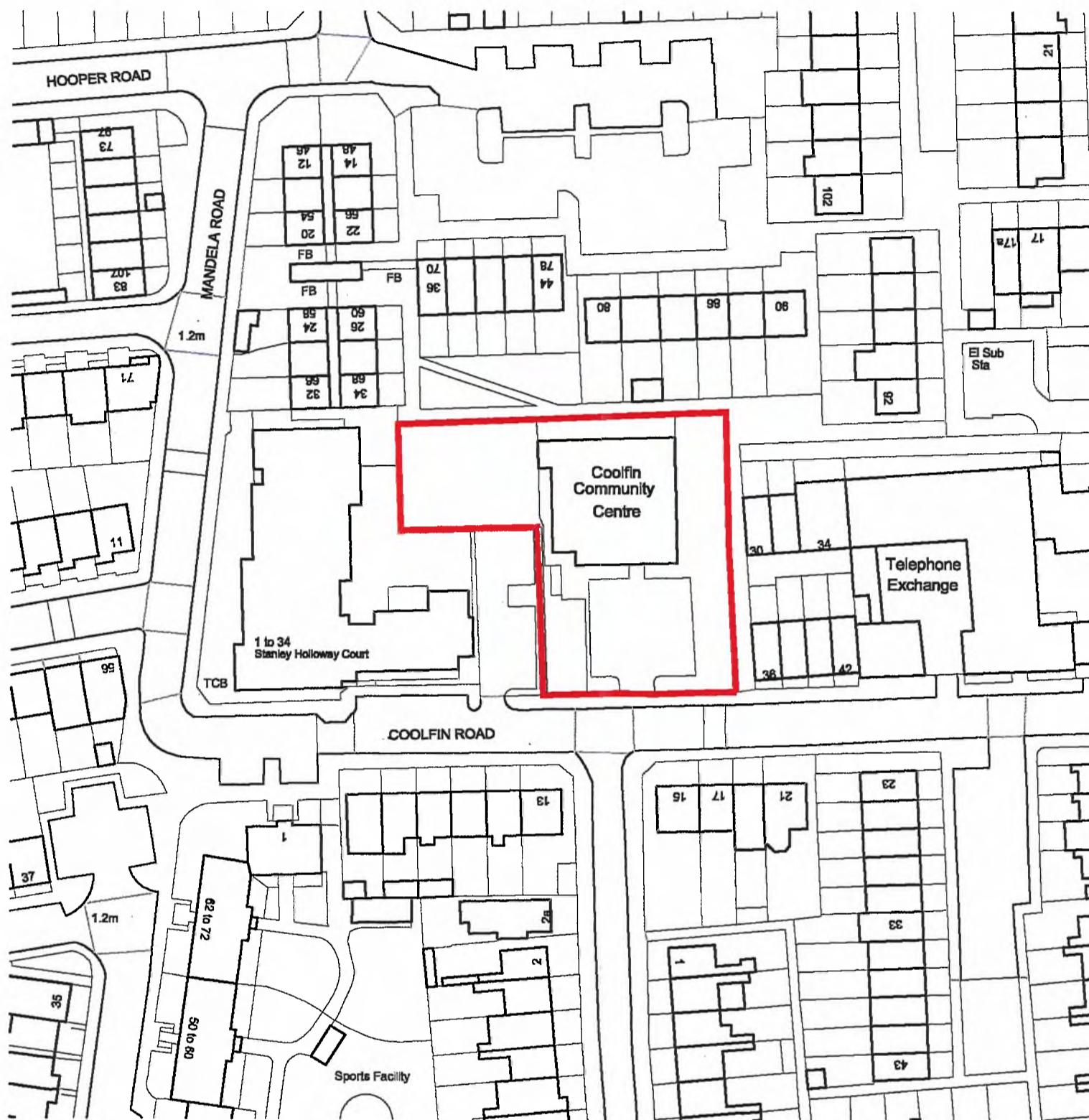
Site Plan:
 Land at Vandome Close, London E16
 Showing Adopted Public Highway Boundary



Date:	10/03/2020
Scale:	1:2,000 @ A4
Drawn By:	MMS

Document Path: F:\Policy\GIS\03 BAU\05 Right to Buy\Lease Plans\Lease_Plans.mxd

Handwritten signatures and initials in blue ink at the bottom of the page.



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A4

Rhodesia House
52 Princess Street
Manchester M1 6JX

Telephone +44(0)1612375646
Website www.jeffersonsheard.com



Jefferson
Sheard
Architects

Project
**50 Coolfin Road,
Custom House**

Drawing
Location Plan

Scale 1:1250@A4	Date 16/07/2021
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Ref. 1830-JSA-XX-XX-DR-A-01001
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Drawing Purpose FOR INFORMATION	Status S2
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Rev	Drawn CA	Check PP
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Do not scale from this drawing
The contractor is to check all dimensions on site and report any discrepancies to the architect
All rights described in chapter IV of the copyright, designs and patents act 1988 have been generally asserted

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Drawn:	Check:
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Health and Safety Information
 In accordance with the provisions of the Health and Safety at Work Act 1974 and the Health and Safety Regulations 1999, the following information is provided for the purpose of ensuring the safety of all persons who may be affected by the proposed works.

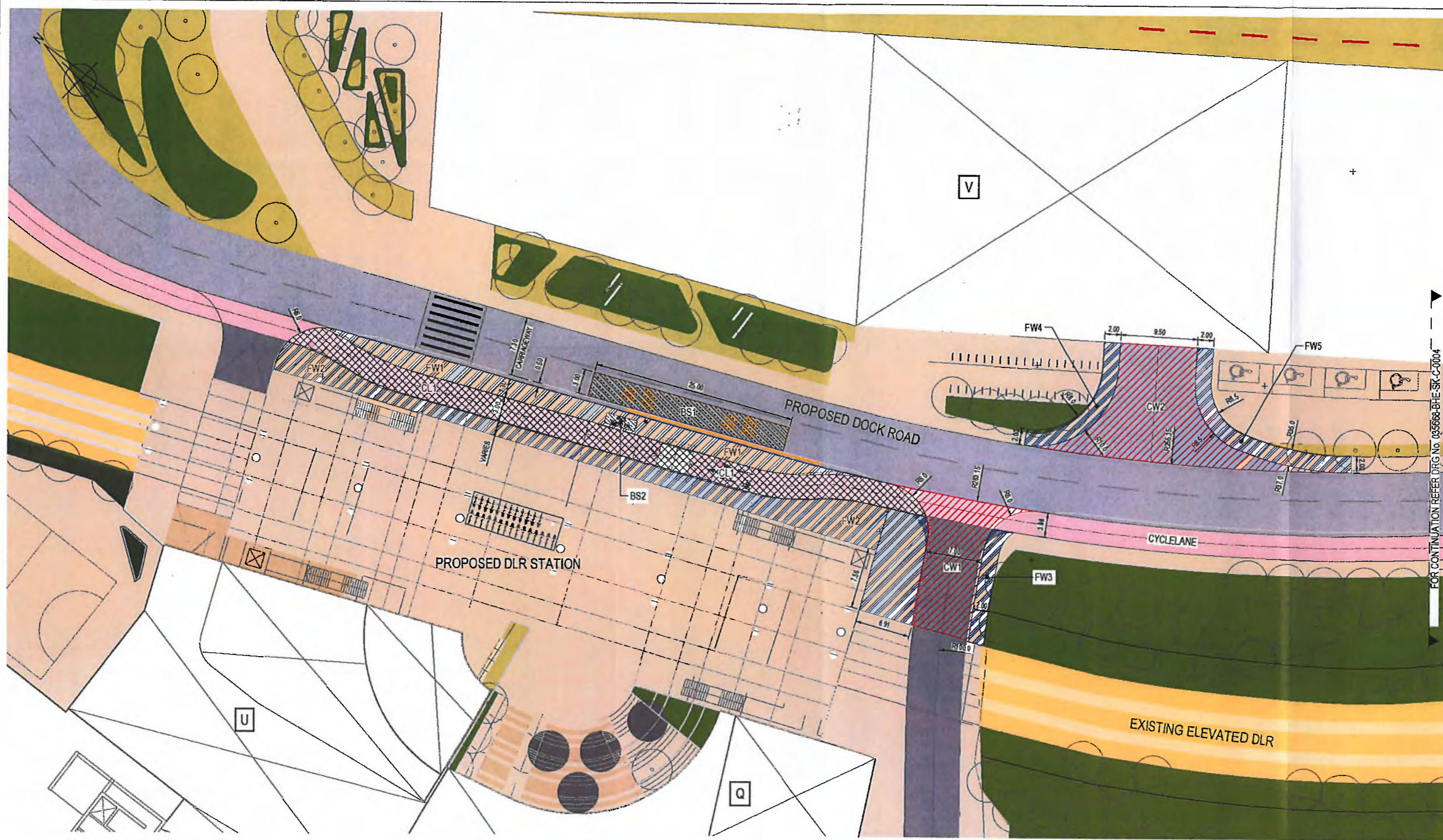
HEALTH AND SAFETY INFORMATION
 IN ACCORDANCE WITH THE PROVISIONS OF THE HEALTH AND SAFETY AT WORK ACT 1974 AND THE HEALTH AND SAFETY REGULATIONS 1999, THE FOLLOWING INFORMATION IS PROVIDED FOR THE PURPOSE OF ENSURING THE SAFETY OF ALL PERSONS WHO MAY BE AFFECTED BY THE PROPOSED WORKS.

- NOTES
- ALL DIMENSIONS ARE IN METRES AND ALL AREAS ARE IN SQUARE METRES, UNLESS NOTED OTHERWISE.
 - BACKGROUND INFORMATION IS BASED ON A MODIFIED VERSION OF THE MASTERPLAN LAYOUT RECEIVED FROM PATEL TAYLOR, DRAWING No. S22-PT-MP-TYP-DR-L-PL-1002_S2 P08 (DATED 23.03.2020). MODIFICATIONS TO THE LAYOUT INCLUDES:
 - REVISED CYCLEWAY ALIGNMENT
 - INCLUSION OF BUS STOP AT PROPOSED DLR STATION
 - JUNCTION ACCESSING DEVELOPMENT ZONE 'V' MOVED TO THE EAST
 - EXTENT OF S278 WORKS SHOWN IS INDICATIVE ONLY AND IS FOR PLANNING PURPOSES ONLY.
 - LAYOUT OF DOCK ROAD AND SURROUNDING INFRASTRUCTURE AS PER TFL SILVERTOWN TUNNEL DESIGN AND ACCESS STATEMENT ADDENDUM, MARCH 2017.
 - ASSUMPTIONS MADE REGARDING HIGHWAY BOUNDARY INFORMATION TAKEN FROM TFL SILVERTOWN TUNNEL RIGHTS OF WAY AND ACCESS PLANS S1150089-PLN-ZZ-ZZ-DSD-ZZ-0097.
 - DRAWING FOR INFORMATION / PLANNING ONLY. ALL SCHEME ARRANGEMENTS SUBJECT TO DETAILED DESIGN.

- LEGEND
- A** PROPOSED DEVELOPMENT ZONE ID
 - EXTENT OF S278 WORKS (INDICATIVE ONLY):
 - CW** CARRIAGEWAY
 - FW** FOOTWAY / CROSSINGS
 - BS** BUS MARKING / SHELTER
 - CL** CYCLE LANE
 - THE DETAILS WITHIN THIS AREA ARE NOT FOR APPROVAL AND WILL BE SUBJECT TO RESERVED MATTERS AND DETAILED DISCUSSION WITH THE SILVERTOWN TUNNEL PROJECT TEAM AND TFL TO ENSURE COMPATIBILITY WITH THE DELIVERY OF THE SILVERTOWN TUNNEL UNDER 2018 DCO.

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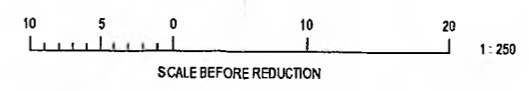
P02 RED LINE BOUNDARY OF DCO APPROVAL AREAS ADDED	22.01.2021	P B	L J
P01 FOR INFORMATION / PLANNING	28.10.2020	D G	L J



PLAN
SCALE 1:250

TABLE - S278 ZONES

ID	AREA
CW1	131.5
CW2	198.4
FW1	129.7
FW2	280.7
FW3	28.8
FW4	36.6
FW5	54.6
BS1	74.9
BS2	5.1
CL1	236.5



INFORMATION

BUROHAPPOLD ENGINEERING

17 Newnham Street
 London
 W1T 1PD
 UK

Tel: +44 (0)20 7 827 0700
 Fax: +44 (0)20 7 87 41 45
 Email: 035668@burohappold.com
 Web: www.burohappold.com

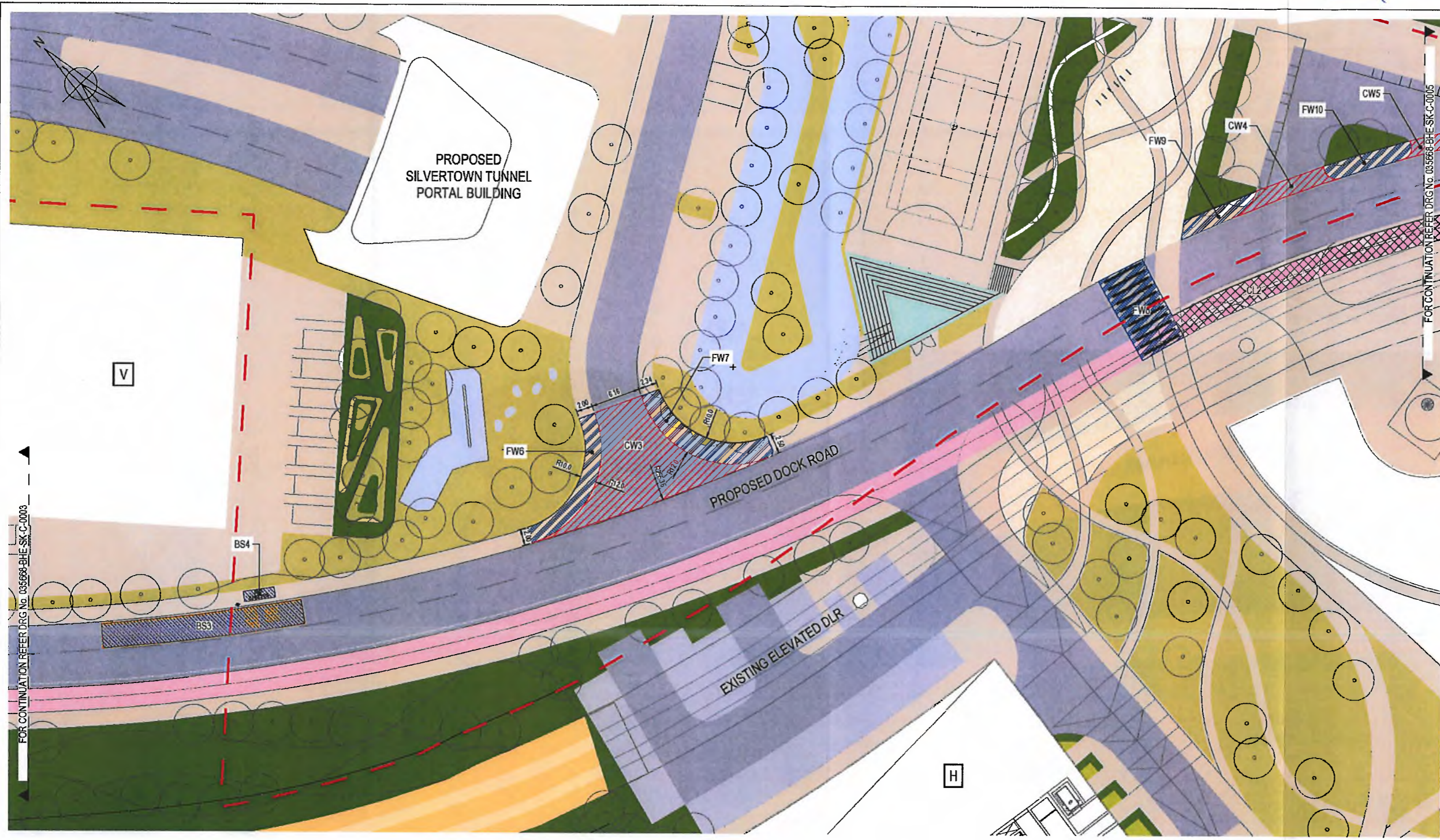
Client: KEYSTONE PARTNERS LIMITED
 Project: THAMESIDE WEST
 Title: INDICATIVE EXTENT OF S278 WORKS CONCEPT LAYOUT SHEET 1

Drawn by: D.GROVER
 Checked by: L.JOHNSON
 Date: OCTOBER 2020
 Rev: P02

Job No: 035668
 Drawing No: 035668-BHE-SK-C-0003

Handwritten notes:
 JP
 LG

Handwritten initials:
 M
 LG



HEALTH AND SAFETY INFORMATION
 IN ADDITION TO THE PREVIOUS RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:
 CONSTRUCTION

NOTES

- ALL DIMENSIONS ARE IN METRES AND ALL AREAS ARE SQUARE METRES, UNLESS NOTED OTHERWISE.
- BACKGROUND INFORMATION IS BASED ON A MODIFIED VERSION OF THE MASTERPLAN LAYOUT RECEIVED FROM PATEL TAYLOR, DRAWING No. S22-PTMP-TYP-DRL-PL-1000, S2-P06 (DATED 23.03.2020). MODIFICATIONS TO THE LAYOUT INCLUDES:
 a. REVISED CYCLEWAY ALIGNMENT
 b. INCLUSION OF BUS STOP AT PROPOSED DLR STATION
 c. JUNCTION ACCESSING DEVELOPMENT ZONE 'V' MOVED TO THE EAST
- EXTENT OF S278 WORKS SHOWN IS INDICATIVE ONLY AND IS FOR PLANNING PURPOSES ONLY.
- LAYOUT OF DOCK ROAD AND SURROUNDING INFRASTRUCTURE AS PER TFL SILVERTOWN TUNNEL DESIGN AND ACCESS STATEMENT ADDENDUM, MARCH 2017.
- ASSUMPTIONS MADE REGARDING HIGHWAY BOUNDARY INFORMATION TAKEN FROM TFL SILVERTOWN TUNNEL RIGHTS OF WAY AND ACCESS PLANS ST15010-PLN-ZZZ-ZZ-05D-ZZ-067.
- DRAWING FOR INFORMATION / PLANNING ONLY. ALL SCHEME ARRANGEMENTS SUBJECT TO DETAILED DESIGN.

LEGEND

A PROPOSED DEVELOPMENT ZONE ID

EXTENT OF S278 WORKS (INDICATIVE ONLY):

- CW** CARRIAGEWAY
- FW** FOOTWAY CROSSINGS
- BS** BUS MARKING / SHELTER
- CL2** CYCLE LANE

THE DETAILS WITHIN THIS AREA ARE NOT FOR APPROVAL AND WILL BE SUBJECT TO RESERVED MATTERS AND DETAILED DISCUSSION WITH THE SILVERTOWN TUNNEL PROJECT TEAM AND TFL TO ENSURE COMPATIBILITY WITH THE DELIVERY OF THE SILVERTOWN TUNNEL UNDER 2016 DCO.

P02 RED LINE BOUNDARY OF DCO 22.01.2021 P.B. L.J.
 APPROVAL AREAS ADDED

P01 FOR INFORMATION / PLANNING 28.10.2020 D.G. L.J.

Rev	Description	Date	Drn	Chkd

PLAN
SCALE 1:250

ID	AREA
CW3	148.1
CW4	20.5
CW5	18.2
FW6	35.8
FW7	46.8
FW8	66.6
FW9	18.3
FW10	21.2
BS3	76.1
BS4	5.1
CL2	175.1

INFORMATION

BUROHAPPOLD ENGINEERING

17 Newman Street
 London
 W1T 1PD
 UK

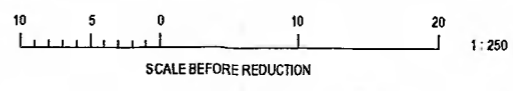
Tel: +44 (0)20 7622 8200
 Fax: +44 (0)20 762 4145
 Email: 035668@burohappold.com
 Web: www.burohappold.com

Client: **KEYSTONE PARTNERS LIMITED**
 Project: **THAMESIDE WEST**
 Description: **INDICATIVE EXTENT OF S278 WORKS CONCEPT LAYOUT SHEET 2**

Scale: 1:250
 Drawn by: D. ORFVER
 Checked by: L. JOHNSON

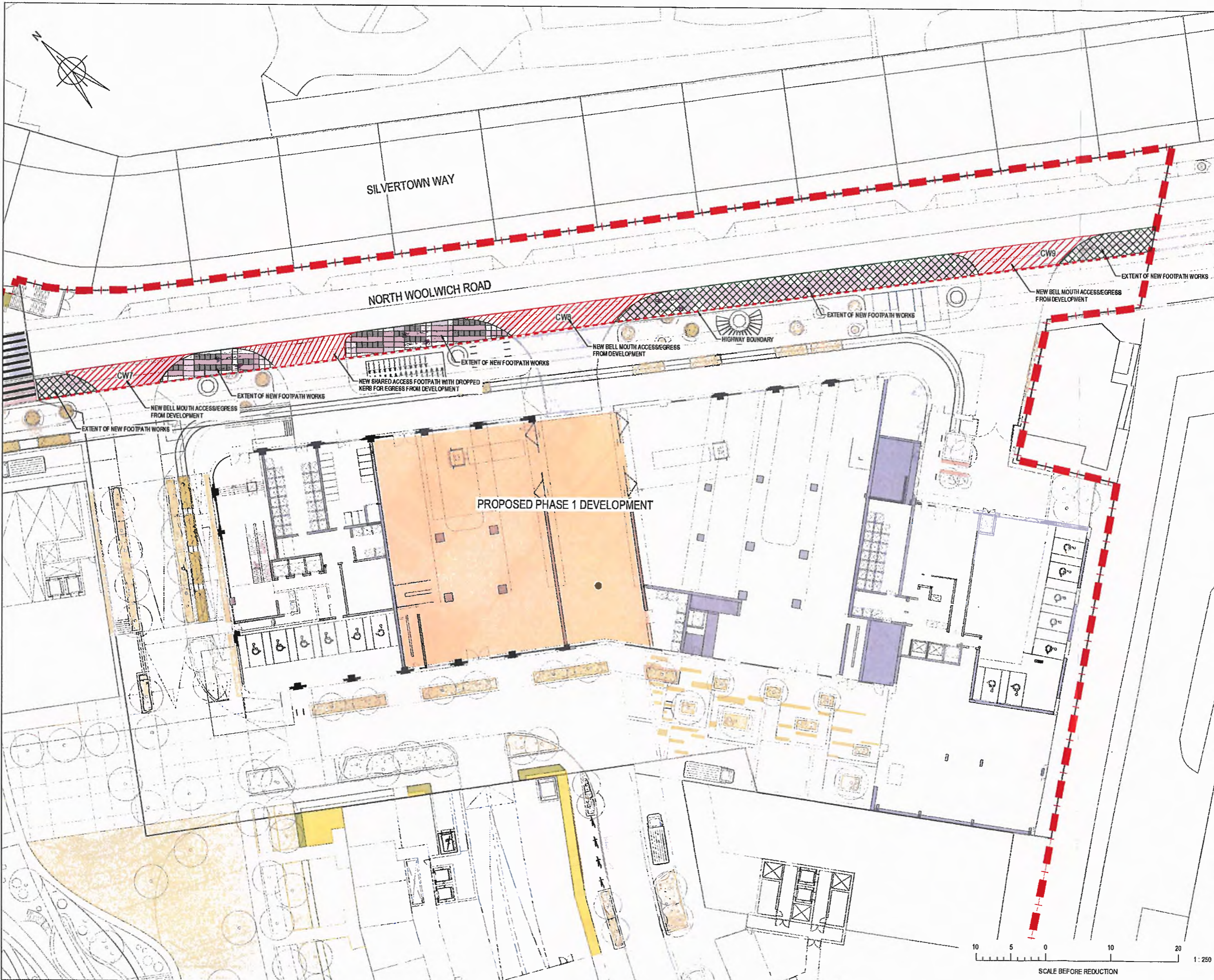
Job No: **035668**
 Date: **OCTOBER 2020**
 Rev: **P02**

Drawing No: 035668-BHE-SK-C-0004



Handwritten notes and signatures:
 Hain
 JF
 JF

Handwritten signature:
 M
 JF



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 IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.
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HEALTH AND SAFETY INFORMATION
 IN ADDITION TO THE INFORMATION NORMALLY ASSOCIATED WITH THE TYPES OF WORK
 DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:
 CONSTRUCTION

Handwritten signatures and initials:
 Hishw
 SP
 JF
 JF
 JF

- LEGEND**
- THAMES SIDE WEST OPERATIONAL DEVELOPMENT PLANNING BOUNDARY
 - PHASE 1 HIGHWAYS BOUNDARY
 - PROPOSED SECTION 278 ACCESS/EGRESS FROM PHASE 1 DEVELOPMENT
 - PROPOSED SECTION 278 FOOTPATH WORKS

P01 FOR INFORMATION 24.11.2020 T.E.J. L.J.
 Rev Description Date Dim Chg

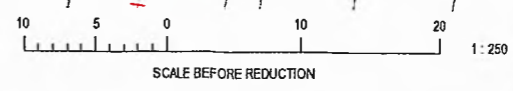
INFORMATION

BUROHAPPOLD ENGINEERING

17 Newman Street London W1T 1PD UK
 Tel: +44 (0)20 7327 8700 Fax: +44 (0)20 7327 4145
 Email: 035668@burohappold.com Web: www.burohappold.com

Client: **KEYSTONE PARTNERS LIMITED**
 Project: **THAMESIDE WEST**
 Drawing: **PHASE 1 S278 WORKS**

Scale: 1:250
 Drawn by: T.JARVIS Date: 035668 NOVEMBER 2020
 Checked by: L.JOHNSON Rev: P01
 Drawing No.: 035668-BHE-SK-C-0006



Handwritten signature:
 M
 JF

NOT TO BE SCALED OR USED IN CONSTRUCTION 22.01.21

- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are in millimetres unless noted otherwise.
 3. All levels are in metres unless noted otherwise.
 4. All dimensions shall be verified on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.
 6. Any areas indicated on this sheet are approximate and indicative only.

- Nursery
- - - Indicative Location of Outdoor Play Space

Rev.	Date	Reason For Issue	Chk
00	22/01/21	For Information	F+P

FOR INFORMATION



Foster + Partners

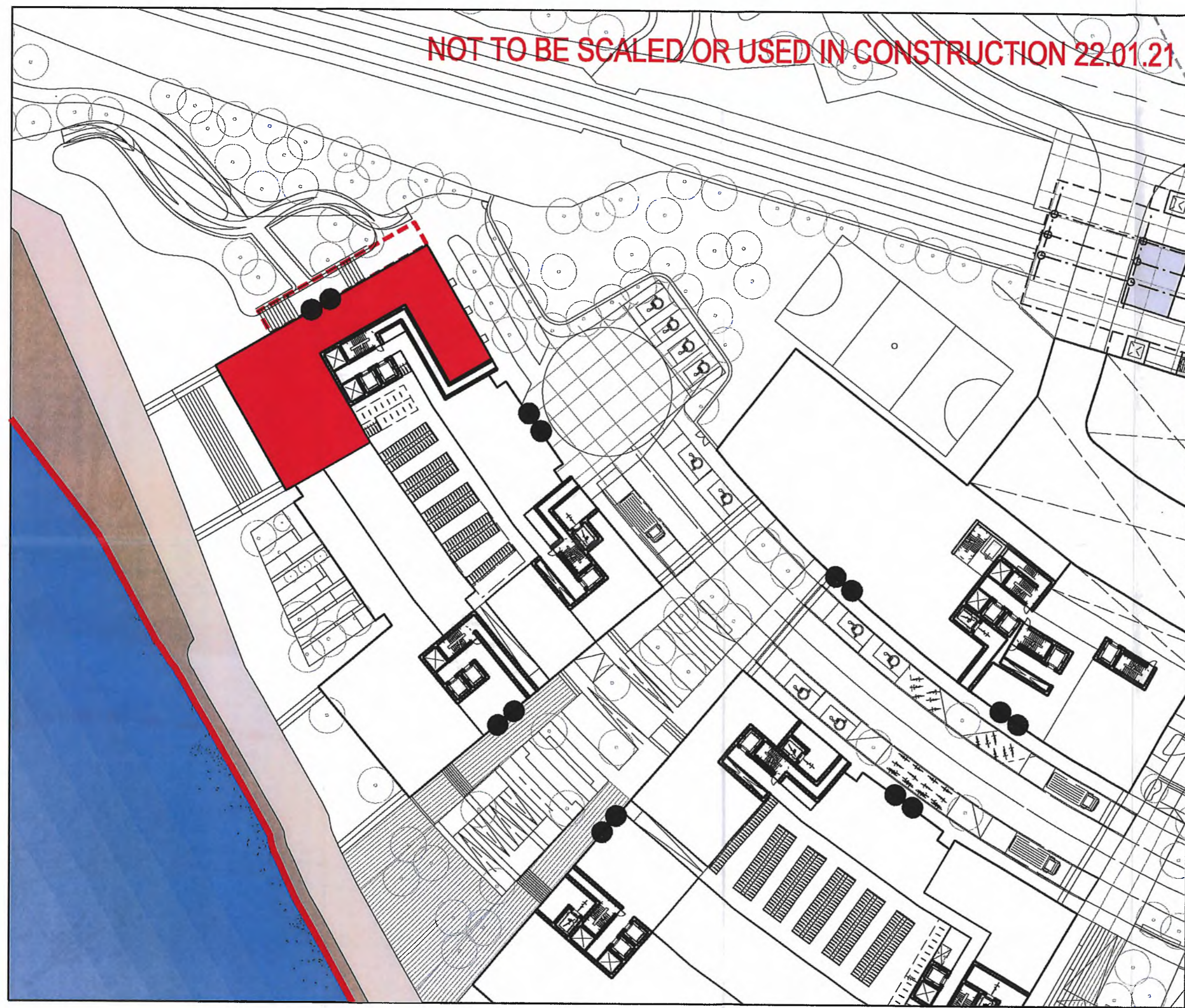
Riverside, 22 Hester Road
 London SW11 4AN
 T +44 (0)20 7798 0455
 www.fosterandpartners.com © Foster + Partners 2014

Client
 Silvertown Homes Limited &
 GLA Land and Property

Project
 Thameside West Masterplan

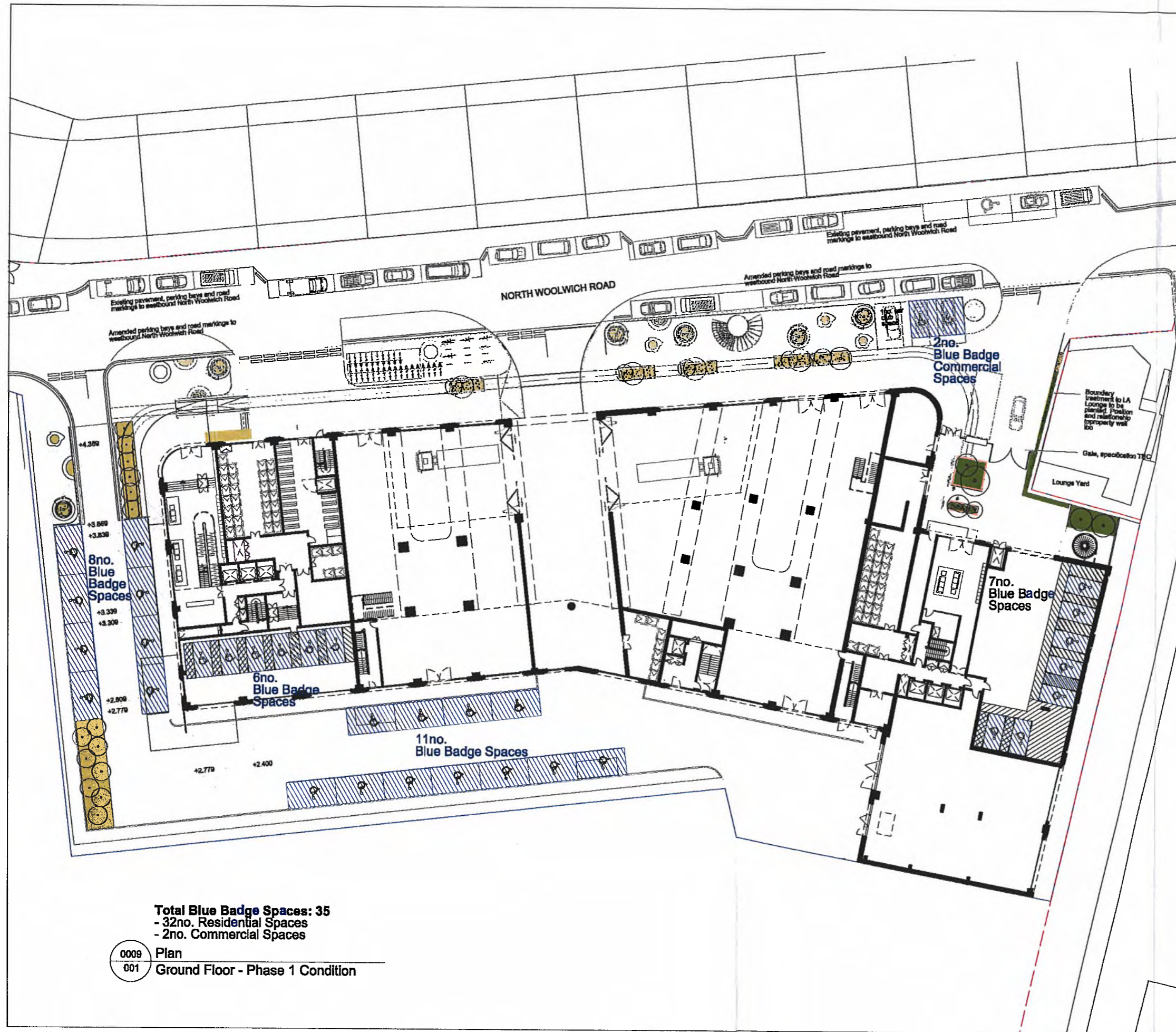
Title
 Masterplan - Section 106 Plan 7
 Nursery Site Plan

Project No. 2693	Date 22/01/21	Scale at ISO A3 1:500
Number 2693-A-SL-011-xx-27	Revision 00	



Handwritten notes:
 SP
 JF
 LF

Handwritten signature



Total Blue Badge Spaces: 35
 - 32no. Residential Spaces
 - 2no. Commercial Spaces

0009 Plan
 001 Ground Floor - Phase 1 Condition

Project Logo

Notes

Do not scale from this drawing.

All dimensions are to be checked on site and any discrepancies noted in writing to the Project Manager.

All dimensions are in millimeters unless noted otherwise.

Rev	Date	Description	Drawn	Checked
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Handwritten notes and signatures in blue ink.

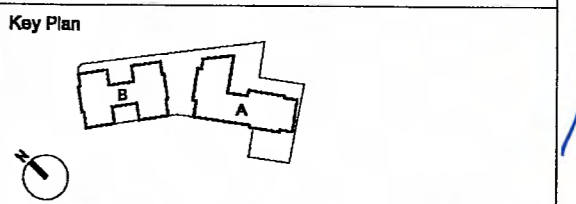
Key

- Masterplan Outline
- Site Boundary
- Blue Badge Parking Bays

JOHN MCASLAN + PARTNERS

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 T +44 (0)20 7313 8000
 F +44 (0)20 7313 8001
 www.mcaslan.co.uk

Architect
 Landscape



Thameside West Masterplan
 PHASE 1
 No.9 Blue Badge Outset Parking

Scale at A3: 1:500 Job Number: 2018

Date: 22/09/2020 Drawing: JMP

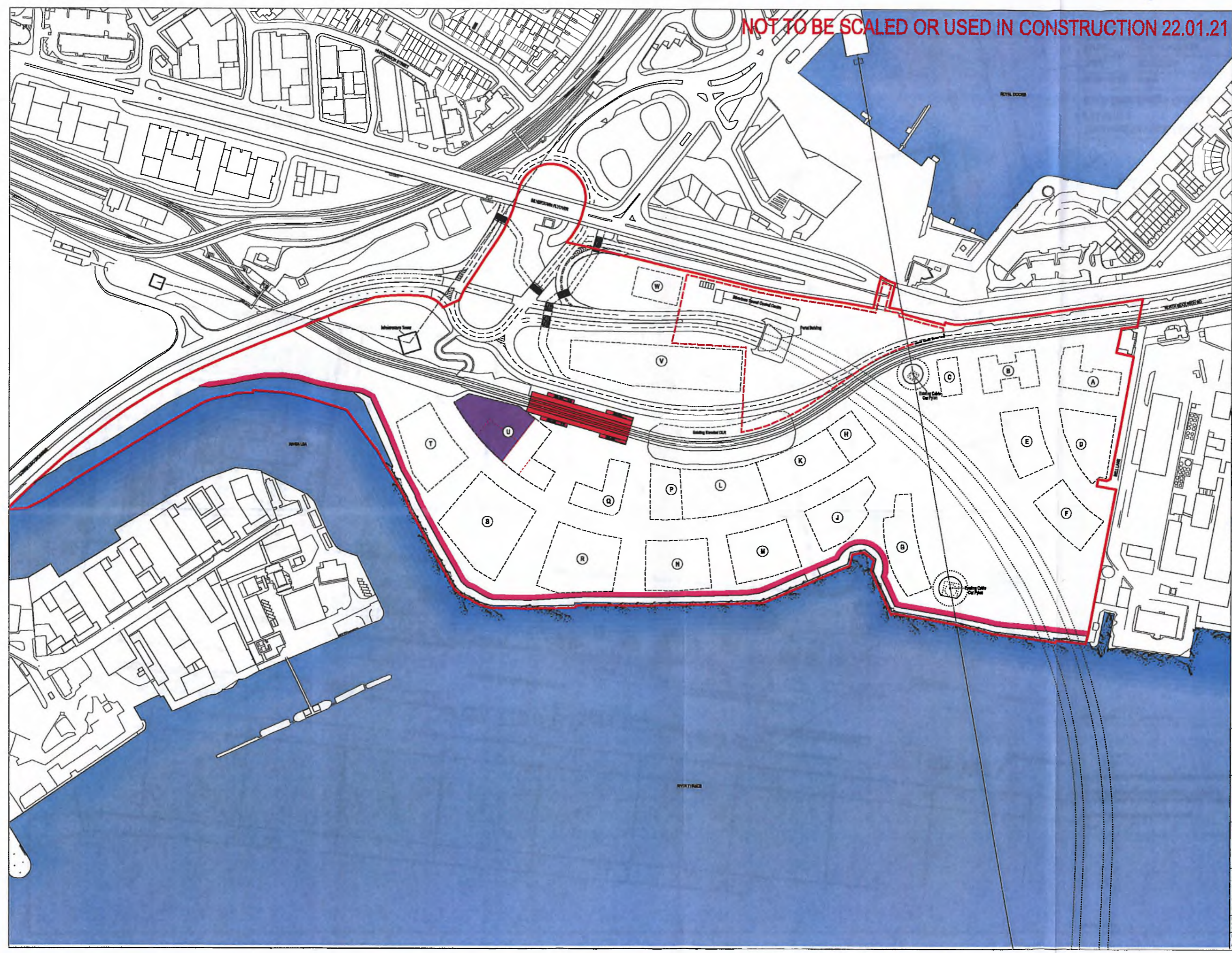
Status: FOR PLANNING Checked: JMP

Drawing No: 2018-JMP-P1-02-DR-A-0009 Revision: -

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PLAN 9

NOT TO BE SCALED OR USED IN CONSTRUCTION 22.01.21



- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are in millimetres unless stated otherwise.
 3. All levels are in metres unless stated otherwise.
 4. All dimensions shall be verified on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.

Info
Development name/area and limits of existing and proposed works shall be agreed with the relevant authority and is to be represented as agreed.

Handwritten signature

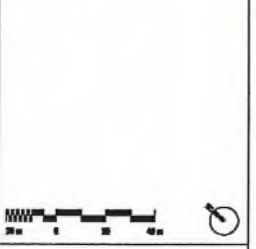
Legend
The details within this plan are not to be scaled but will be for the purpose of providing a general impression of the proposed works. The details shall be verified on site before proceeding with the work. The details shall be verified on site before proceeding with the work.

Rev	Date	By	For Information	For Issue	P-F	CHK

FOR INFORMATION ONLY



- Legend**
- Thameside West Planning Application Boundary
 - Development Zone
 - Development Zone Refinement
 - Primary School
 - From 1988
 - Thameside West DLR Station



Foster + Partners
Riverside, 121 Foster Road
London SE12 4JF
T +44 (0)20 7798 4400
www.fosterpartners.com

Client
Silvertown Homes Limited & GLA Land and Property

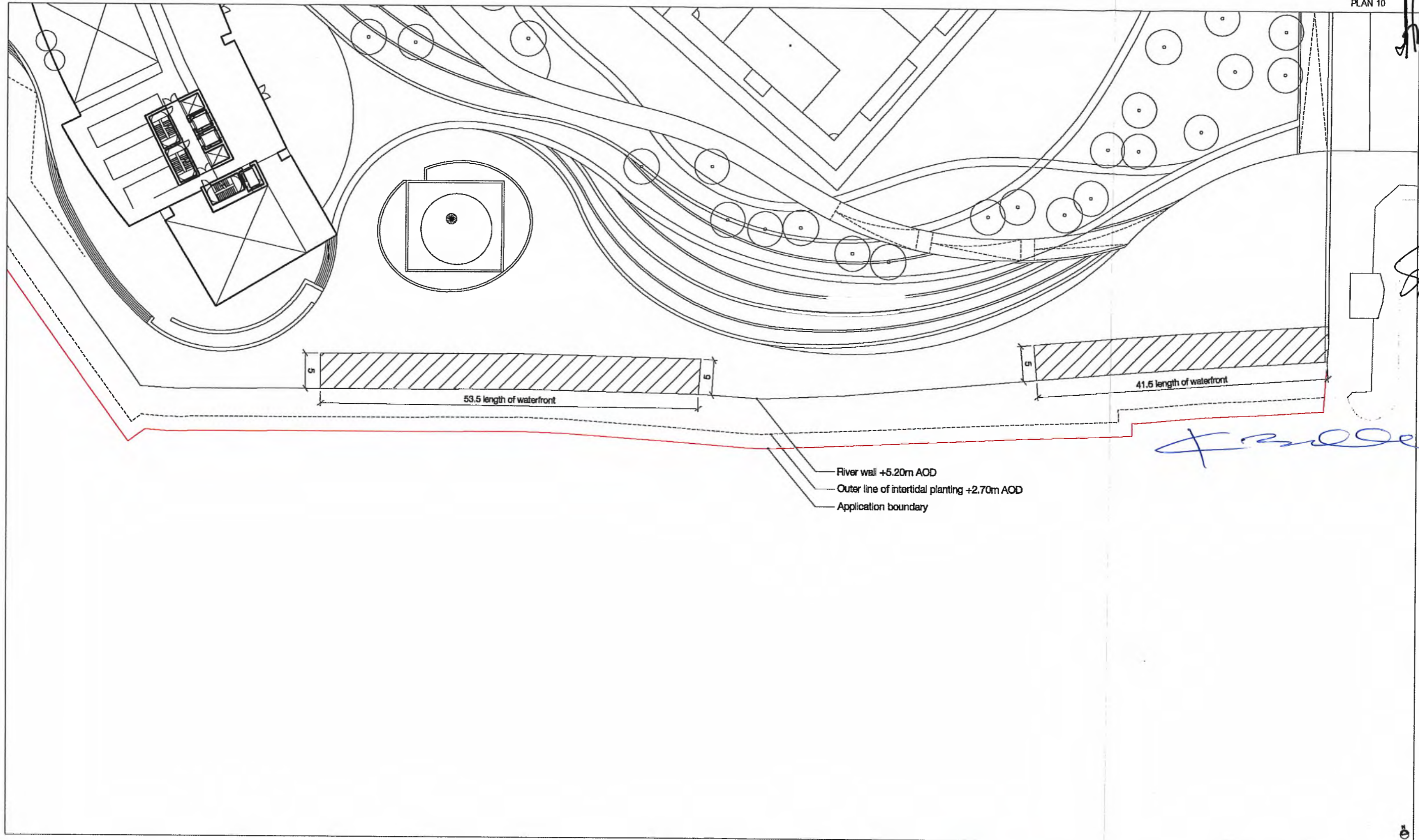
Project
Thameside West Masterplan

Title
Site Layout Masterplan - Section 108 Plan Safeguarded Land Plan - Riverwalk, Primary School and DLR Station

Project No: 2693
Date: 22/01/21
Scale: 1:1000
Number: A-SL-011-xx-22
Revision: 00

Handwritten initials: SP, JF, LG

Handwritten initials: M, Ray



— River wall +5.20m AOD
 - - - Outer line of intertidal planting +2.70m AOD
 — Application boundary

General Notes
 DO NOT SCALE. All dimensions must be checked on site, errors are to be reported.
 All illustrated material is subject to copyright. Unless otherwise agreed in writing, all rights to use this document are subject to payment of Architect's charges. This document may only be used for the express purpose and project for which it has been created and delivered, as notified in writing by the Architect. The document may not be otherwise used or copied. Any unauthorised use of this document is at the user's sole risk and without limiting the Architect's rights the user releases and indemnifies the Architect from and against all loss so arising.
 Contractors must ensure that cross referenced drawings and specifications noted on these drawings are checked on a regular basis to ensure that the latest revisions are used.

Drawing Notes
 Safeguarded areas are based upon the illustrative masterplan. All detailed design of architecture and landscape is indicative and subject to planning approval by Relevanted Matters.

Colour Code
 Safeguarded waterfront
 Dashed line: 5m minimum offset from river wall
 Masterplan
 Application boundary



Title
 Masterplan
 Waterfront safeguarding
 Dock Park river bus pier

Project
 Thameside West Landscape

Scales
 1:250 @ A1 1:500 @ A3
 Scale 1:250 @ A1

Issue Record

Issue Record	By	Chk	Date
P04 - Safeguarding limited to 5m zone	TM		28.01.2021
P03 - River walk access area omitted	TM		18.01.2021
P02 - Key location plan	TM		27.04.2020
P01 - First prepared	TM		30.04.2020

Drawing Number
 522-PT-MP-TYP-DR-L-PL-1038

Status
 S2 - For information

Revision
 P04

Patel Taylor
 48 Rawstorne Street
 London EC1V 7ND
 T +44 (0)20 7278 2323
 www.patel-taylor.co.uk

Patel Taylor

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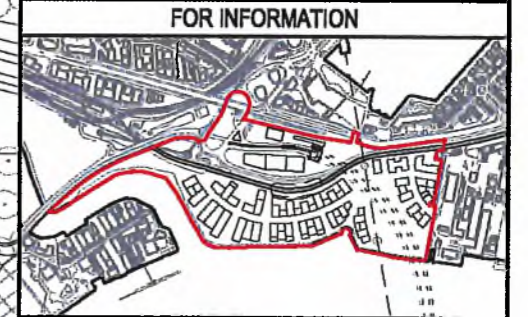


- General Notes**
1. Do not scale drawings. Dimensions govern.
 2. All dimensions are in millimetres unless noted otherwise.
 3. All levels are in metres unless noted otherwise.
 4. All dimensions shall be verified on site before proceeding with the work.
 5. Foster + Partners shall be notified in writing of any discrepancies.
 6. Any areas indicated on this sheet are approximate and indicative only.

SINC Area

[Handwritten signature]

00	22/01/21	For Information	F+P
Rev.	Date	Reason For Issue	Chk



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 T +44 (0)20 7738 0455
 www.fosterandpartners.com © Foster + Partners 2014

Client
 Silvertown Homes Limited &
 GLA Land and Property

Project
 Thameside West Masterplan

Title
 Masterplan - Section 106 Plan 13
 SINC Area Plan

Project No. 2693	Date 22/01/21	Scale at ISO A3 1:1250
Number 2693-A-SL-011-xx-28	Revision 00	

SP
FR
LF

ML
LF



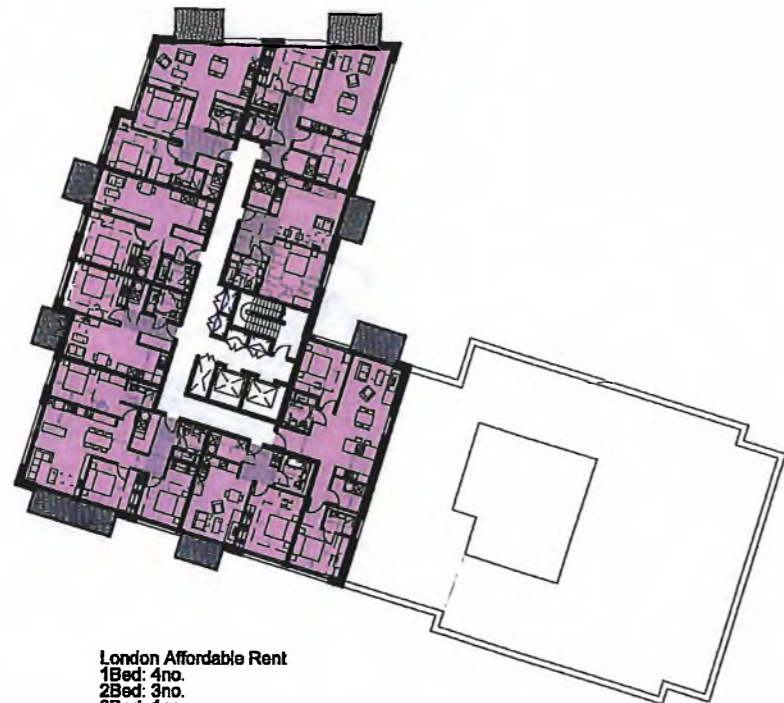
London Shared Ownership
 1Bed: 8no.
 2Bed: 5no.
 3Bed: 1no.

0017 Plan
 17-001 Levels 2-9



London Affordable Rent London Shared Ownership
 1Bed: 4no. 1Bed: 4no.
 2Bed: 3no. 2Bed: 2no.
 3Bed: 1no.

0017 Plan
 17-002 Levels 10-11



London Affordable Rent
 1Bed: 4no.
 2Bed: 3no.
 3Bed: 1no.

0017 Plan
 17-003 Levels 12-17



London Affordable Rent
 2Bed: 1no.
 2Bed Duplex: 1no. (over levels 18-19)
 3Bed: 2no.

0017 Plan
 17-004 Levels 18-19

Project Logo

Notes

Do not scale from this drawing.
 All dimensions are to be checked on site and any discrepancies noted in writing to the Project Manager.
 All dimensions are in millimeters unless noted otherwise.

Rev.	Date	Description	Drawn	Checked
------	------	-------------	-------	---------

Handwritten signature

Handwritten initials: SF, JF

Key

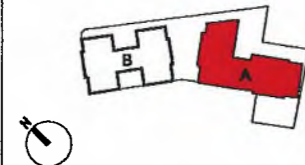
- LAR: London Affordable Rent
- LSO: London Shared Ownership

JOHN MCASLAN + PARTNERS

- Architect
- Landscape

7-8 William Road
 London NW1 3ER
 T +44 (0)20 7313 8000
 F +44 (0)20 7313 8001
 www.mcaslan.co.uk

Key Plan



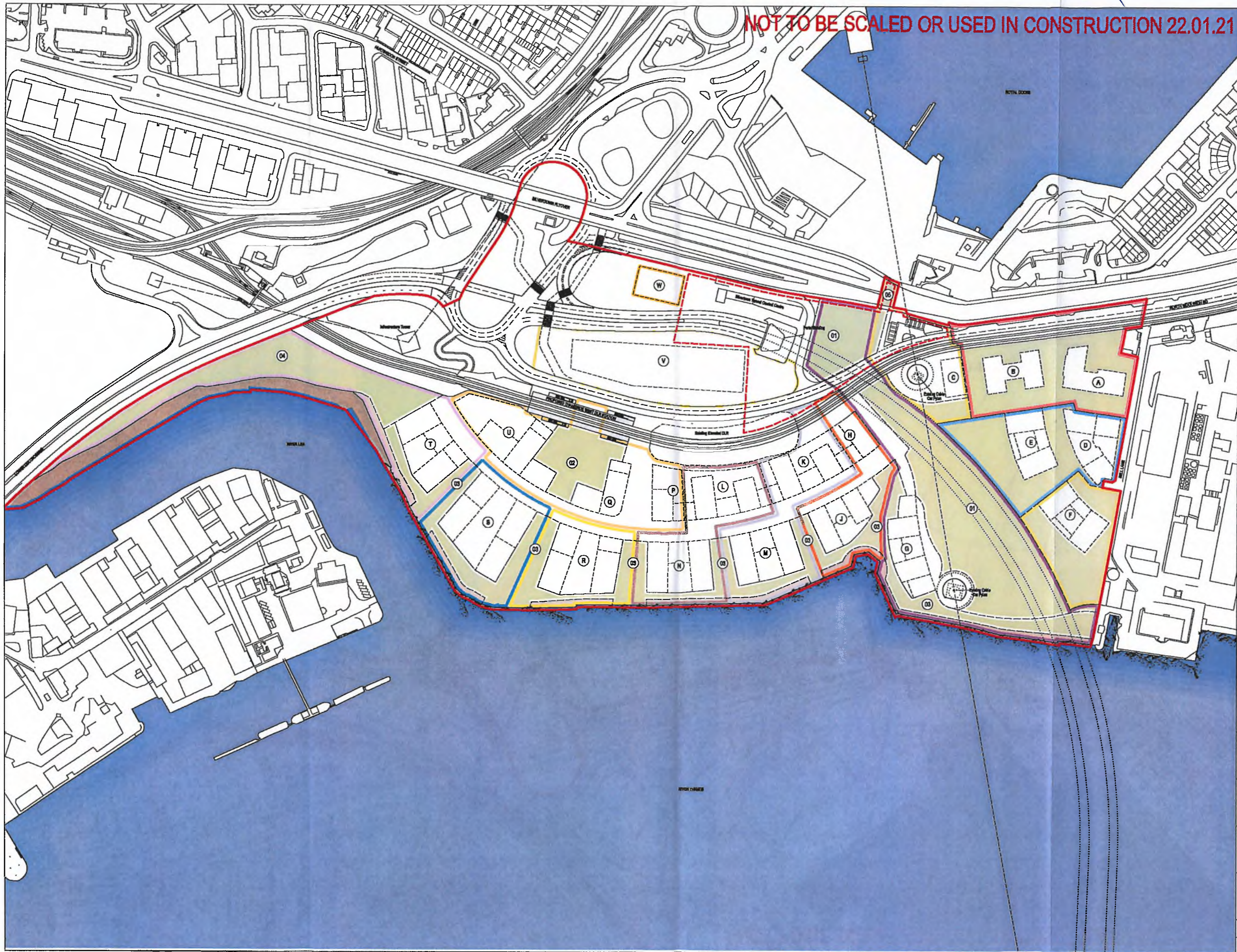
Thameside West Masterplan
 PHASE 1
 No.17 Block A Affordable Units

Scale at A3: 1:500	Job Number: 2018
Date: 22/09/2020	Drawing: JMP
Status: FOR PLANNING	Checked: JMP
Drawing No: 2018-JMP-P1-02-DR-A-0017	Revision: -

Handwritten initials: MW, JF

Handwritten signature
PLAN 14A

NOT TO BE SCALED OR USED IN CONSTRUCTION 22.01.21



General Notes

1. Do not scale drawings. Dimensions govern.
2. All dimensions are in millimetres unless noted otherwise.
3. All levels are in metres unless noted otherwise.
4. All dimensions shall be verified on site before commencing with the work.
5. Foster + Partners shall be notified in writing of any discrepancies.

DEVELOPMENT PHASES

Phase 1	Phase 7
Phase 2	Phase 8
Phase 3	Phase 9
Phase 4	Phase 10
Phase 5	Phase 11
Phase 6	

LEGEND

The site within this plan area is not approved but will be the subject of reserved matters and detailed applications with the relevant local planning authority and GLA in compliance with the relevant provisions of the Planning Act 2008.

Development Zone	(A)
Block Information	(B1)
Open Space	(B2)
Deck Park and Urban Space	(B3)
Rider Path	(B4)
Residential With and Without	(B5)
Leisure Park B&C and Domestic	(B6)
Marketed Key Underpass With	(B7)

FOR INFORMATION

No.	Date	Revision	For Issue	By

Key Plan

LEGEND

Thameside West Planning Application Boundary

Foster + Partners
Riverside, 221 Leakey Street
London SE11 4AN
T +44 (0)20 7798 0408
www.fosterpartners.com

Silvertown Homes Limited & GLA Land and Property

Thameside West Masterplan

Masterplan - Section 106 Plan 14 Public Realm Provision Plan

Project No	Date	Scale at A0/A1
2693	22/01/21	1:1000
Number	Revision	
A-SL-011-xx-32	00	

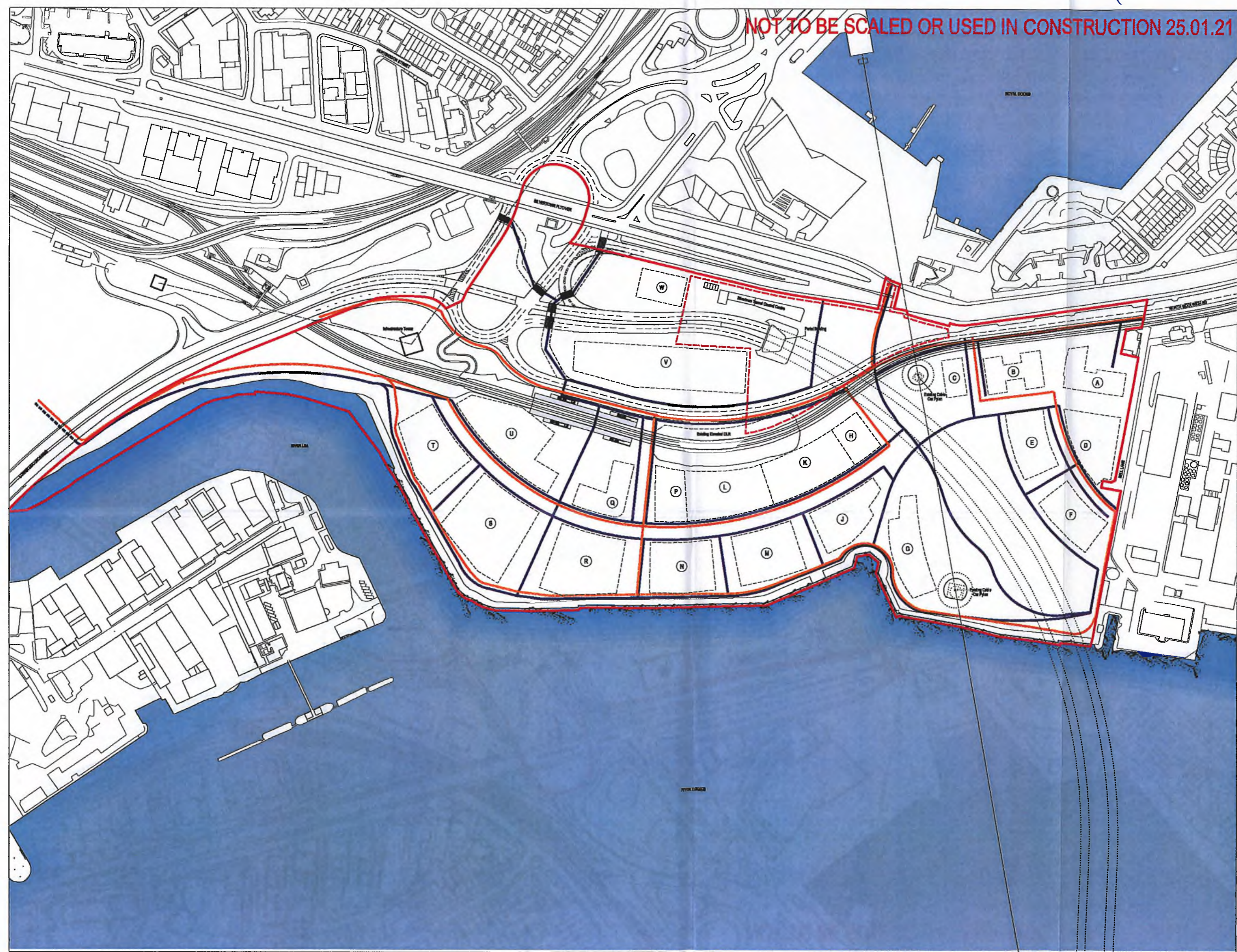
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LS
JR

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Dahin

Handwritten signature
M
R

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PLAN 14B

NOT TO BE SCALED OR USED IN CONSTRUCTION 25.01.21



- General Notes**
- 1. The site is a former railway station.
 - 2. All dimensions are in millimetres unless otherwise stated.
 - 3. All levels are in metres unless otherwise stated.
 - 4. All dimensions shall be marked on site before proceeding with the work.
 - 5. Foster + Partners shall be notified in writing of any discrepancies.

Notes

1. The site is a former railway station and the proposed layout for the development is shown in red. The site is bounded to the north by the railway line and to the south by the River Thames.

Rev	Date	Description	By	Chk

FOR INFORMATION

Key Plan



LEGEND

Thameside West Planning Application Boundary

Development Zone

Development Area Reference

Primary Cycle Paths

Secondary Cycle Paths

Pedestrian Paths

Scale 1:1000

Foster + Partners

Plot No: 021
London SW11 4JF
T: +44 (0)20 7798 0400
www.fosterpartners.com

Client
Silverdown Homes Limited & GLA Land and Property

Project
Thameside West Masterplan

The
Site Layout Masterplan - Parameter Plan 14B Public Realm Plan

Project No: 2693 Date: 25/01/21 Scale of 14B: 1:1000

Number: A-SL-011-xx-14B Revision: 00

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[Handwritten initials]

[Handwritten initials]

2. **COMPLIANCE WITH PHASING PLAN**

- 2.1 The Owner shall at all times carry out the Development in strict accordance with the Phasing Plan commencing each Phase sequentially starting with Phase 1 through to Phase 11 unless otherwise approved by the Council in consultation with the GLA and TfL (and subject to the assessment of any environmental impacts arising from changes to the Phasing Plan) PROVIDED THAT in the event that TfL considers that a change to the Phasing Plan directly impacts any of the covenants given by the Owner to TfL under this Deed, TfL's approval shall also be required.
- 2.2 The Owner acknowledges and accepts that in the event it requires an amendment to the Phasing Plan the Council in consultation with the GLA and TfL shall have the opportunity to consider whether any amendments are necessary to the planning obligations contained herein as a direct consequence of any changes to the phasing of the Development and if the Council considers (acting reasonably and in consultation with the GLA and TfL) that amendments are necessary a deed of variation will be required to amend the terms of this Deed.

SCHEDULE 2
DRAFT PLANNING PERMISSION

GREATERLONDONAUTHORITY

Good Growth

Justin Kenworthy

Partner
Barton Willmore
7 Soho Square
London W1D 3QB

GLA ref: GLA/4039c/03

LB Newham Ref: 18/03557/OUT

Date: XXXX

Dear Mr Kenworthy

Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008

Thameside West, Silvertown

GLA reference: GLA/4039c/03

London Borough of Newham reference: 18/03557/OUT

Applicant: Silvertown Homes Ltd (SHL) and Greater London Authority Land and Property Ltd

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED XXXX

The Deputy Mayor of London, acting under delegated authority and as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

"A hybrid planning Application comprising:

- 1. Detailed planning application for Phase 1 with works to include the proposed demolition of existing buildings and structures, and the erection of buildings, including tall buildings, comprising 401 residential units (Use Class C3) including 195 affordable units (46% by habitable room); 3,608 sq.m. (GEA) of flexible employment floorspace (Use Classes B1b, B1c, B2 (restricted) and B8); 230 sq.m. (GEA) of flexible retail floorspace (Use Classes A1-A4); a new/altered access road from Dock Road/North Woolwich Road; new streets, open spaces, landscaping and public realm; car, motorcycle and bicycle parking spaces and servicing spaces; and other works incidental to the proposed development.*
- 2. Outline planning application (all matters reserved) for the phased delivery of the balance of the site for the proposed demolition of existing buildings and structures; the erection of buildings, including tall buildings, comprising a new local centre; a primary school (Use Class D1); residential units (Use Class C3); flexible employment floorspace (Use Classes B1b, B1c, B2 (restricted) and B8); flexible employment floorspace (Use Classes B1c, B2 and B8); flexible retail floorspace (Use Classes A1-A4); community and leisure floorspace (Use Classes D1 and D2); the construction of a new flood defence*

wall and delivery of ecological habitat adjacent to the River Thames and associated infrastructure; streets, open spaces, landscaping and public realm (including new park and SINC improvements); car, motorcycle and bicycle parking spaces and servicing spaces; utilities including energy centre and electricity substations; and other works incidental to the proposed development.”

At: Thameside West, Silvertown, London E16

Subject to the following planning conditions and informatives:

Quantum of development

1	Quantum of Development - detailed	<p>The quantum of built floorspace for the detailed (phase 1) development shall be as specified in the table below:</p> <table border="1" data-bbox="628 712 1490 1137"> <thead> <tr> <th>Use</th> <th>Class</th> <th>Quantum / Area (GEA) (Sqm)</th> <th>Quantum / Area (GIA) (Sqm)</th> </tr> </thead> <tbody> <tr> <td colspan="4">Phase 1</td> </tr> <tr> <td>Residential</td> <td>C3</td> <td>401 units 37,951</td> <td>35,158</td> </tr> <tr> <td>Flexible employment floorspace</td> <td>B1b, B1c, B2 (restricted) and B8)</td> <td>3,608</td> <td>3,350</td> </tr> <tr> <td>Flexible retail floorspace</td> <td>A1 – A4</td> <td>230</td> <td>198</td> </tr> </tbody> </table> <p>The development must be undertaken in accordance with this description of development and quantum of built floorspace.</p> <p>Reason: To ensure that the development is undertaken in accordance with the approved drawings, documents and the Environmental Statement.</p>	Use	Class	Quantum / Area (GEA) (Sqm)	Quantum / Area (GIA) (Sqm)	Phase 1				Residential	C3	401 units 37,951	35,158	Flexible employment floorspace	B1b, B1c, B2 (restricted) and B8)	3,608	3,350	Flexible retail floorspace	A1 – A4	230	198				
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Flexible retail floorspace	A1 – A4	230	198																							
2	Quantum of Development - outline	<p>The total quantum of built floorspace for the outline phases across the development shall be within the minimum and maximum ranges specified in the table below:</p> <table border="1" data-bbox="628 1469 1490 1951"> <thead> <tr> <th>Use</th> <th>Class</th> <th>Maximum Quantum / Area (GEA) (Sqm)</th> <th>Minimum Quantum / Area (GIA) (Sqm)</th> </tr> </thead> <tbody> <tr> <td colspan="4">Phases 2 to 11</td> </tr> <tr> <td>Residential</td> <td>C3</td> <td>413,190</td> <td>383,031</td> </tr> <tr> <td>Flexible employment floorspace</td> <td>Classes B1c, B2 and B8</td> <td>15,000</td> <td>14,250</td> </tr> <tr> <td>Flexible employment floorspace</td> <td>B1b, B1c, B2 (restricted) and B8)</td> <td>883</td> <td>791</td> </tr> <tr> <td>Flexible retail floorspace</td> <td>A1 – A4</td> <td>7,138</td> <td>6,781</td> </tr> </tbody> </table>	Use	Class	Maximum Quantum / Area (GEA) (Sqm)	Minimum Quantum / Area (GIA) (Sqm)	Phases 2 to 11				Residential	C3	413,190	383,031	Flexible employment floorspace	Classes B1c, B2 and B8	15,000	14,250	Flexible employment floorspace	B1b, B1c, B2 (restricted) and B8)	883	791	Flexible retail floorspace	A1 – A4	7,138	6,781
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Flexible retail floorspace	A1 – A4	7,138	6,781																							

		4FE Primary School	Classes D1	4,272	4,058
		Nursery	Classes D1	993	943
		Community and leisure floorspace	Classes D1 and D2	1,790	1,721

The development must be undertaken in accordance with this description of development and quantum of built floorspace.

Reason: To ensure that the development is undertaken in accordance with the approved drawings, documents and the Environmental Statement.

Time limits

3	Time limit - detailed	<p>The detailed component (full) of the development must be begun not later than the expiration of THREE YEARS from the date of this permission.</p> <p>Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).</p>
4	Reserved matters time limits for submission of details	<p>The first reserved matters application for the Outline component of the development must be submitted to and approved by the GLA (or the Local planning Authority, where this has been agreed in writing by the GLA) by no later than the expiry of THREE YEARS from the date of this permission. Applications for approval of the Reserved Matters for all phases of the Development shall be submitted to and approved by the GLA (or the Local planning Authority, where this has been agreed in writing by the GLA) before the expiration of 10 YEARS from the date of this Decision Notice.</p> <p>Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).</p>
5	Reserved matters time limits for commencement	<p>The development contained within each phase of the Outline component hereby permitted shall begin before the expiration of two years from the date of approval of the last Reserved Matters to be approved for that Phase.</p> <p>Reason: To ensure compliance with Section 92 of the Town and Country Planning Act 1990, as amended.</p>

Drawings and documents

6	Approved Drawings and Documents	<p>The Detailed and Outline Components of the development shall only be constructed in accordance with the following drawings and documents:</p> <p>Existing:</p> <p>OS Site Location Plan A-LO-011-XX-01 Rev 00 Site Levels A-EXSL-001-00-01 Rev 00 Site Sections 30.11.2018 REV F Site Plan and Roof Heights A-EXSL-011-XX-01 Rev 00</p> <p>Outline Application:</p> <p>Proposed Demolition Plan A-DEM-001-XX-01 Rev 00 Phasing Plan A-SL-011-xx-13 Rev 05</p>
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		<p>Parameter Plan 01: Extent of Outline and Full/Detailed Areas A-SL-011-XX-01 Rev 04 Parameter Plan 02: Development Zones A-SL-011-XX-01 Rev 02 Parameter Plan 03: Horizontal Deviation Limit A-SL-011-XX-03 Rev 03 Parameter Plan 04: Maximum Height Limit A-SL-011-XX-04 Rev 04 Parameter Plan 05: Access and Circulation Plan A-SL-011-XX-05 Rev 04 Parameter Plan 05a: Vehicular Access A-SL-011-XX-05A Rev 03 Parameter Plan 05b: Pedestrian and Cycle Access A-SL-011-XX-05B Rev 02 Parameter Plan 06: Landscape Treatment Plan A-SL-011-XX-06 Rev 03 Parameter Plan 07: Proposed Site Levels A-SL-011-XX-07 Rev 02 Parameter Plan 08: Proposed Site Lower Ground Levels & Horizontal Deviation Limit A-SL-011-XX-08 Rev 04 Parameter Plan 09: Principle Uses at Entry Level A-SL-011-XX-09 Rev 04 Parameter Plan 10: Principle Uses at First Floor Level A-SL-011-XX-10 Rev 03 Parameter Plan 11: Principle Uses at Typical Upper Floor Level A-SL-011-XX-11 Rev 02</p> <p>Detail – Phase 1: Site Location Plan 2018-JMP-P1-XX-DRA- 0001 Rev P04 Phase 1 Site Plan 2018-JMP-P1-XX-DRA-0010 Rev P04 Proposed Ground Floor Plan (temporary condition) 2018-JMP-P1-GF-DR-A-3000 Rev P06 Proposed Ground Floor Plan (emerging masterplan context) 2018-JMP-P1-GFDR-A-3010 Rev P06 Proposed Mezzanine Floor Plan 2018-JMP-P1-M1-DR-A-3110 Rev P06 Proposed First Floor Plan 2018-JMP-P1-01-DR-A-3210 Rev P06 Proposed 2nd to 11th Floor Plan 2018-JMP-P1-02-DR-A-3300 Rev P02 Proposed 12th and 13th Floor Plan 2018-JMP-P1-14-DR-A-3400 Rev P01 Proposed 14th Floor Plan 2018-JMP-P1-14-DR-A-3500 Rev P03 Proposed 15th Floor Plan 2018-JMP-P1-14-DR-A-3510 Rev P1 Proposed 16th and 17th Floor Plan 2018-JMP-P1-16-DR-A-3600 Rev P03 Proposed 18th Floor Plan 2018-JMP-P1-18-DR-A-3700 Rev P03 Proposed 19th Floor Plan 2018-JMP-P1-19-DR-A-3800 Rev P03 Proposed Roof Plan 2018-JMP-P1-RFDR-A-3900 Rev P03 Southwest Elevation 2018-JMP-P1-SWDR-A-4000 Rev P05 Northeast Elevation 2018-JMP-P1-NEDR-A-4200 Rev P05 Northwest Elevation 2018-JMP-P1-NWDR-A-4300 Rev P05 Southeast Elevation 2018-JMP-P1-SEDR-A-4400 Rev P05 Building A Northwest Elevation 2018-JMP-1A-NW-DR-A-4500 Rev P05 Building B Southeast Elevation 2018-JMP-1B-SE-DR-A4600 Rev P05 Building A Cross Section AA 2018-JMP-1A-AA-DR-A-5000 Rev P03 Building B Cross Section BB 2018-JMP-1B-BB-DR-A-5100 Rev P03 Buildings A and B Long Section CC 2018-JMP-P1-CC-DR-A-5200 P03 Building B Bay 01 Entrance 2018-JMP-1B-NW-DR-A-6000 Rev P04 Building B Bay 02 2018-JMP-1B-SWDR-A-6100 Rev P04 Building B Bay 03 2018-JMP-1B-SWDR-A-6200 Rev P04 Building B Bay 05 2018-JMP-1B-SWDR-A-6400 Rev - Building B Bay 06 2018-JMP-1B-SWDR-A-6500 Rev -</p> <p>Detail – Phase 1 Landscape drawings: 522-PT-MP-TYP-DR-L-PL-1011_Rev PL1 - PH1 GF/Mezz Long Term 522-PT-MP-TYP-DR-L-PL-1013_Rev PL1 - PH1 GF/Mezz Short Term 522-PT-MP-TYP-DR-L-PL-1001_Rev PL1 - PH1 Podium Long Term 522-PT-MP-TYP-DR-L-PL-1002_Rev PL1 - PH1 Podium Play Strategy 522-PT-MP-TYP-DR-L-PL-1991_Rev PL1 - PH1 Roof Long Term</p>
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Detail - Phase 1 Landscape drawings with illustrative proposals for North Woolwich Road (for information):
 522-PT-MP-TYP-DR-L-PL-1013 Rev P09 – PH1 Landscape GF/Mezzanine – Long Term
 522-PTMP-TYP-DR-L-PL-1014 Rev P10 GF/Mezzanine – Short Term
 522-PT-MP-TYP-DR-L-PL-1016 Rev P09 1st Floor – Podium level Long Term
 522-PT-MP-TYP-DR-L-PL-1017 Rev P07 Roof Level Long Term
 522-PT-MP-TYP-DR-L-PL-1031 Rev P08 Podium Play Strategy

Masterplan Landscape Drawings (for Information):
 522-PT-MP-TYP-DR-L-PL-1001_Rev P21 - Entry Level Landscape Plan
 522-PT-MP-TYP-DR-L-PL-1002_Rev P08 - Ground Level landscape Plan
 522-PT-MP-TYP-DR-L-PL-1005_Rev P09 - Playspace Areas
 522-PT-MP-TYP-DR-L-PL-1006_Rev P16 - Urban Greening Factor
 522-PT-MP-TYP-DR-L-PL-1007_Rev P10 - SINC Areas
 522-PT-MP-TYP-DR-L-PL-1008_Rev P10 - Communal Amenity Areas
 522-PT-MP-TYP-DR-L-PL-1009_Rev P10 - Public Realm Areas
 522-PT-MP-TYP-DR-L-PL-1010_Rev P06 - Podium Landscape Strategy
 522-PT-MP-TYP-DR-L-PL-1011_Rev P08 - Running Routes
 522-PT-MP-TYP-DR-L-PL-1018_Rev P07 - Hardscape Strategy
 522-PT-MP-TYP-DR-L-PL-1019_Rev P10 - Parking Strategy
 522-PT-MP-TYP-DR-L-PL-1020_Rev P12 - Softscape Strategy
 522-PT-MP-TYP-DR-L-PL-1021_Rev P06 - Drainage and SUDs Strategy
 522-PT-MP-TYP-DR-L-PL-1025_Rev P08 - River Wall Strategy
 522-PT-MP-TYP-DR-L-PL-1027_Rev P07 - Street Furniture Strategy
 522-PT-MP-TYP-DR-L-PL-1028_Rev P07 - Tree Strategy
 522-PT-MP-TYP-DR-L-PL-1030_Rev P10 - Composite Landscape Plan
 522-PT-MP-TYP-DR-L-PL-1038_Rev P02 - Victoria Waterfront Safeguarding
 522-PT-MP-TYP-DR-L-PL-1039_Rev P02 - River Lea Crossing Safeguarding

River Wall drawings:
 Proposed Site Plan CW5210 Rev 01
 Sections CW5211 to CW5223 Rev 00

Updated Schedule of Accommodation (June 2020)
 Design and Access Statement (Volume 1: Outline) (May 2020)
 Design and Access Statement (Volume 2: Phase 1) (December 2018)
 Design and Access Statement (Volume 2: Phase 1) Addendum (June 2019)
 Design and Access Statement (Volume 2: Phase 1) Addendum (May 2020)
 Design and Access Statement (Volume 3: Design Codes) (May 2020)
 Fosters + Partners Planning Revision Tracker (May 2020)
 Planning Statement (December 2018)
 Addendum Planning, Density Management & Employment Re-Provision Statement (May 2020) (as further amended via Covering letters dated 28th June and 20th July 2020)
 Statement of Community Involvement
 Statement of Community Involvement Update Letter (May 2019)
 Social Values Report (May 2020)
 Environmental Statement (Volume 1: Main Report) (December 2018)
 Environmental Statement Addendum (Volume 1: Main Report) (May 2020)
 Environmental Statement (Volume 2: Part 1) (December 2018)
 Environmental Statement Addendum (Volume 2: Part 1) (May 2020)
 Environmental Statement (Volume 2: Part 2) (December 2018)
 Environmental Statement Addendum (Volume 2: Part 2) (May 2020)
 Environmental Statement (Volume 3: Technical Appendices) (December 2018)
 Environmental Statement Addendum (Volume 3: Technical Appendices) (May 2020)

		<p>Environmental Statement Non-Technical Summary (NTS) (December 2018) Environmental Statement Addendum Non-Technical Summary (NTS) (May 2020) Environmental Statement Letter of Conformity (June 2020) Tall Building Justification Statement (December 2018) Tall Building Justification Statement (May 2019) Independent Tall Buildings Statement (December 2018) Independent Tall Buildings Statement Letter of conformity (May 2020) Energy and Sustainability Statement (including BREEAM and Overheating Analysis) (December 2018) Energy and Sustainability Statement Addendum (May 2020) Light Within Report (December 2018) Light Within Report Letter of conformity (May 2020) Access Statement (May 2020) Population Modelling Report (December 2018) Population Modelling Report Letter of conformity (May 2020) Employment Floorspace Re-provision Statement (December 2018) Economic Development Statement (December 2018) Economic Development Statement Letter of conformity (May 2020) Community Facilities Statement (December 2018) Community Facilities Statement Letter of conformity (May 2020) River Wall Structural Survey (December 2018) River Wall Structural Survey Letter of conformity (May 2020) Safeguarded Wharf Report (December 2018) Safeguarded Wharf Report Letter of conformity (May 2020) Aviation Safeguarding Assessment (May 2020) Aviation Safeguarding Assessment – Elevated Wildlife Hazard Risk Assessment (December 2018) Aviation Safeguarding Assessment – Elevated Wildlife Hazard Risk Assessment Letter of conformity (May 2020) Demolition Method Statement (December 2018) Demolition Method Statement Letter of conformity (May 2020) Piling Impact Assessment (December 2018) Piling Impact Assessment Letter of conformity (May 2020) Code of Construction Practice (December 2018) Code of Construction Practice Letter of conformity (May 2020) Transport Assessment (December 2018) Transport Assessment Addendum (June 2019) Transport Assessment Addendum (May 2020) Construction Logistics Plan (December 2018) Construction Logistics Plan Addendum (May 2019) Construction Logistics Plan Letter of conformity (May 2020) Site Wide Delivery and Servicing Management Plan (December 2018) Site Wide Delivery and Servicing Management Plan Addendum (May 2020) Arboricultural Survey and Impact Assessment (May 2019) Arboricultural Survey and Impact Assessment Letter of conformity (May 2020) Below Ground Drainage Strategy Phase 1 (May 2019) Below Ground Drainage Strategy Letter of conformity (May 2020) Masterplan and Phase 1 Outline Fire Strategy (December 2018) Masterplan Outline Fire Strategy Letter of conformity (May 2020) Phase 1 Fire Strategy (May 2020) Density Management Plan (December 2018) Phase I Geoenvironmental & Geotechnical Assessment (June 2019) Affordable Housing Statement (January 2019) Affordable Housing Statement Addendum (May 2020) Affordable Housing Statement Addendum 2 (June 2020) Financial Viability Assessment (January 2019)</p>
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		<p>Viability Addendum Note (May 2019) Viability Addendum Note (June 2019) Viability Addendum Note (May 2020) Viability Addendum Note (June 2020) Circular Economy Statement (July 2020) Whole Life Carbon Statement (July 2020)</p> <p>No other drawings or documents apply.</p> <p>Reason: To ensure that the development is undertaken in accordance with the approved drawings, documents and the Environmental Statement.</p>
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Prior to all works/commencement for each phase

7	Archaeology (Stage 1 WSI)	<p>Prior to the commencement of each phase of development hereby permitted a stage 1 written scheme of investigation (WSI) shall be submitted to and approved by the local planning authority in writing. No demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. Written schemes of investigation will need to be prepared and implemented by a suitably qualified, professionally accredited archaeological practice.</p> <p>Reason: To ensure that there is an opportunity to properly investigate and record information on this site, which is considered to be of high archaeological interest and safeguard the archaeological heritage of the Borough. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
8	Archaeology (Stage 2 WSI)	<p>If heritage assets of archaeological interest are identified by the stage 1 written scheme of investigation (WSI) undertaken prior to each phase of the development, then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved in writing by the local planning authority prior to the commencement of the phase. For land that is included within the stage 2 WSI, no demolition/development/excavation shall take place other than in accordance with the approved stage 2 WSI which shall include:</p> <ol style="list-style-type: none"> 1.The programme and methodology of site investigation and recording 2.The programme for post investigation assessment 3.Provision to be made for analysis of the site investigation and recording 4.Provision to be made for publication and dissemination of the analysis and records of the site investigation 5.Provision to be made for archive deposition of the analysis and records of the site investigation 6.Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation <p>Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice.</p> <p>Reason: To ensure that there is an opportunity to properly investigate and record information on this site, which is considered to be of high archaeological interest and safeguard the archaeological heritage of the Borough. It is necessary for this condition to prevent the commencement of</p>

		development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.
9	Construction Logistics Plan (CLP)	<p>Prior to the commencement of each phase of development, a Construction Logistics Plan (CLP) shall be submitted to and approved in writing by the local planning authority. The CLP shall include details of: (a) loading and unloading of plant and materials including vehicle turning areas; (b) storage of plant and materials; (c) sourcing of materials; (d) programme of works (including measures for traffic management); (e) provision of boundary hoarding, behind any visibility zones of construction traffic routing; (f) hours of operation; (g) means to prevent deposition of mud on the highway (h) location and height of cranes and scaffolding (i) a Construction workers' Sustainable Travel Plan including details of strategies to promote sustainable travel by construction staff and details of Blue Badge holder accessible parking shall be submitted to and approved by the LPA. Subsequently these approved parking areas shall be marked out and visible for use. There shall be no use of such areas for general parking including by staff wishing to travel to/from work by car unless they are holders of Blue Badges. The approved construction staff travel plan measures shall be put in place prior to commencement of the phase, retained and continually monitored for the duration of these works; (j) any other matters relevant to this particular site including liaising with developers and construction teams of neighbouring sites (through the LPA), in order to identify and address potential cumulative highway effects during the demolition and construction phase.</p> <p>Each phase of the development shall be constructed in accordance with the relevant approved CLP. The CLP shall be implemented as approved and periodically reviewed following audits of its implementation. Results of these audits will be made available to the Council upon request. The CLP shall be retained for the duration of the demolition, site clearance and construction process for the phase.</p> <p>Reason: To ensure that the construction does not prejudice the ability of neighbouring occupier's reasonable enjoyment of their properties and in accordance with the mitigation measures identified in the Environmental Impact Assessment. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
10	Movement by River	<p>Prior to the commencement of each phase of the development, a Feasibility Study, including specific measures and details, is to be submitted and approved by the local planning authority to demonstrate that all reasonable endeavours have and will be made to maximise the use of the River Thames (following consultation with the Port of London Authority) for the removal of construction waste and delivery of construction materials during the construction of the Development. Subsequently all works shall be carried out in accordance with the approved measures and details.</p> <p>Reason: To ensure that, where possible, construction related materials are moved by the most sustainable form of transport. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>

11	Highway Visual Condition Survey	<p>Prior to commencement of the works within each phase of development, the developer shall liaise with the Highway Authority and TfL and carry out a thorough visual condition survey of the Highway and provide the Highway Authority and TfL with a digital record of the inspection.</p> <p>Any damage to the existing public highway (including footways within the locality) during the construction works is to be reinstated to the appropriate Local Highway Authority or TfL standards and to the satisfaction of the Highway Authority or TfL as the case may be prior to the occupation of the relevant phase.</p> <p>Reason: To provide an agreed record of the condition of the Highway prior to commencement and ensure appropriate reinstatement is carried out to the satisfaction of the Highway Authority or TfL post construction of the development. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
12	Asbestos Management Survey	<p>Prior to the commencement of each phase of development, details of an Asbestos Management Survey (and Asbestos Refurbishment and Demolition Survey, if considered necessary) shall be submitted to and approved in writing by the local planning authority. As appropriate, such mitigation measures identified to control the release of asbestos fibres shall be implemented and retained during enabling, demolition and construction works.</p> <p>Reason: To safeguard the public, the environment and in accordance with the mitigation measures identified in the Environmental Impact Assessment. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
13	Construction Environmental Management Plan (CEMP)	<p>Prior to the commencement of each phase of the development, a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the local planning authority. The CEMP shall include (but not be limited to) details relating to all structures (a) any demolition, ground works, (including decontamination), (b) scheme for security fencing / hoardings, depicting a readily visible 24-hour contact number for queries or emergencies, (c) construction and access to the site, (d) hours of operation, (e) predicted levels of, means to control / minimise the impact of, and monitoring of noise, odour dust, vibration and smoke, (f) road cleaning including wheel washing, (g) suitable pollution prevention measures for the safe storage of fuels, oils and chemicals and the control of sediment laden site discharge to protect water quality including into the Thames during the construction phase; (h) details of vibro-compaction machinery and a method statement (i) details of disposal of waste arising from the construction programme, including final disposal points (the burning of waste on the site at any time is specifically precluded); (j) any other matters relevant to this particular site including liaising with developers and construction teams of neighbouring sites (through the LPA), in order to identify and address potential cumulative environmental effects during the demolition and construction phase. The CEMP should be in accordance with the GLA's Supplementary Planning Guidance 'Control of Dust and Emissions during Demolition and Construction'. The development shall be constructed in accordance with the approved statement for the relevant phase. The CEMP shall be implemented as approved and periodically reviewed following</p>

		<p>environmental audits of its implementation, as identified within the CEMP. Results of these audits will be made available to the Council upon request. The CEMP shall be retained and complied with for the duration of the demolition, site clearance and construction process for the relevant phase.</p> <p>Reason: To safeguard the public, the amenities of the area and the environment and in accordance with the mitigation measures identified in the Environmental Impact Assessment. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
14	Code of Construction Practice (CoCP)	<p>Prior to the commencement of each phase of development, a Code of Construction Practice (CoCP), in line with (but not limited to) the Environmental Management and monitoring proposals within the CoCP hereby approved, shall be submitted to and approved in writing by the local planning authority. This code will serve as a live document throughout the duration of the works and will be under regular review (as identified in the CoCP) with the Environmental Control Team of the Council. The development shall thereafter be carried out in accordance with this approved CoCP.</p> <p>Reason: To protect the amenity of future occupants of the development and / or neighbours. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
15	Construction Ecological Mitigation and Management Plan (CEMMP)	<p>No development shall commence on each phase until a Construction Ecological Mitigation and Management Plan (CEMMP) has been submitted to and approved in writing by the local planning authority. The CEMMP shall be in accordance with BS42020:2013 and include the following: (a) Risk assessment of potentially damaging construction activities; (b) Identification of 'biodiversity protection zones'; (c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements); (d) The location and timing of sensitive works; (e) The times during construction when a specialist ecologist need to be present on site to oversee works; (f) Responsible persons and lines of communication (g) The role and responsibilities of the on site ecological clerk of works (ECoW) or similarly competent person; (h) Use of protective fences, exclusion barriers and warning sign. All works carried out during the construction period of the relevant phase shall be undertaken in accordance with the approved CEMMP.</p> <p>Reason: To enhance and protect the biodiversity value of the land. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
16	Retained trees protection	<p>Prior to the commencement of each phase of development hereby approved, a scheme for the protection of any retained trees, in accordance with BS 5837:2012, including a tree protection plan(s) (TPP) and an arboricultural method statement (AMS) shall be submitted to and approved in writing by the local planning authority. Specific issues to be dealt with in the TPP and AMS:</p> <p>a) Location and installation of services/ utilities/ drainage.</p>

		<p>b) Methods of demolition within the root protection area (RPA as defined in BS 5837: 2012) of the retained trees.</p> <p>c) Details of construction within the RPA or that may impact on the retained trees.</p> <p>d) A full specification for the installation of boundary treatment works.</p> <p>e) a full specification for the construction of any roads, parking areas and driveways, including details of the no-dig specification and extent of the areas of the roads, parking areas and driveways to be constructed using a no-dig specification. Details shall include relevant sections through them.</p> <p>f) Detailed levels and cross-sections to show that the raised levels of surfacing, where the installation of no-dig surfacing within Root Protection Areas is proposed, demonstrating that they can be accommodated where they meet with any adjacent building damp proof courses.</p> <p>g) A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing.</p> <p>h) A specification for scaffolding and ground protection within tree protection zones.</p> <p>i) Tree protection during construction indicated on a TPP and construction and construction activities clearly identified as prohibited in this area.</p> <p>j) Details of site access, temporary parking, on site welfare facilities, loading, unloading and storage of equipment, materials, fuels and waste as well concrete mixing and use of fires</p> <p>k) Boundary treatments within the RPA</p> <p>l) Methodology and detailed assessment of root pruning</p> <p>m) Arboricultural supervision and inspection by a suitably qualified tree specialist</p> <p>n) Reporting of inspection and supervision</p> <p>The development thereafter shall be implemented in strict accordance with the approved details.</p> <p>Reason: To satisfy the local planning authority that the tree (s) to be retained will not be damaged during demolition or construction and to protect and enhance the appearance and character of the site and locality. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
17	Unexploded ordnance	<p>No development shall take place within each phase of the development unless and until an Unexploded Ordnance (UXO) site safety and emergency procedures plan for that phase of development has been submitted to and approved by the local planning authority. The Construction Works and Excluded Works shall only be carried out in accordance with the approved UXO site safety and emergency procedures plan. UXO Safety Induction Training should be provided to everyone working at or visiting the site. The training should be commensurate with the individual's responsibilities and duties on the site. The training should be provided by a qualified Explosive Ordnance Disposal Engineer and delivered as a separate module of the Site Safety Induction Course.</p> <p>Reason: To safeguard the health and safety of employees working on the site during the construction phase. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>

18	Considerate Constructors Scheme (CCS)	<p>No development shall take place within each phase of the development until such time as the lead contractor, or the site, is signed up to the Considerate Constructors Scheme (CCS) and its published Code of Considerate Practice, and the details of (i) the membership, (ii) contact details, (iii) working hours as stipulated under the Control of Pollution Act 1974, and (iv) Certificate of Compliance, are clearly displayed on the site so that they can be easily read by passing members of the public, and those details shall thereafter be maintained on display throughout the duration of the works forming the subject of this permission.</p> <p>Reason: To mitigate the impact of construction work upon the levels of amenity that neighbouring and future occupiers should reasonably expect to enjoy. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
19	Contamination	<p>Prior to the commencement of each phase of development (except for demolition works above ground level) hereby permitted a contamination report shall be submitted to, and approved in writing by, the local planning authority. This report shall include an assessment of the risks posed by any contamination and a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the local planning authority. Should remediation be required, no development in that phase shall commence until a report is submitted to and approved in writing by the local planning authority specifying the measures to be taken, including the timescale, to remediate the site to render it suitable for use.</p> <p>Reason: To safeguard the public, the environment and surface and groundwater as this site may have or is known to have been used in the past for activities that are likely to have resulted in it being contaminated with material that is potentially harmful to humans. It is necessary for the first part of this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
20	Dust risk assessment	<p>A dust risk assessment has been undertaken in accordance with the Greater London Authority and London Councils "the Control of Dust and Emissions from Construction and Demolition SPG". The risk assessment specifies this development will be 'medium' to 'high risk'. Prior to commencement of each phase, a dust monitoring strategy shall be forwarded to the Local planning authority for approval. Works shall be undertaken in accordance with the approved monitoring plan.</p> <p>Reason: To minimise dust and emissions from construction and demolition in accordance with the dust risk assessment. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
21	Boreholes	<p>Prior to the commencement of each phase of development (except for demolition works above ground level), a scheme for managing any borehole installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the Local planning authority. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-</p>

		<p>development, for monitoring purposes will be secured, protected and inspected.</p> <p>Reason: To ensure that redundant boreholes are safe and secure, and do not cause groundwater pollution or loss of water supplies in line with the Environment Agency's Groundwater Protection: Principles and Practice. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
22	Surface water drainage	<p>a) Prior to the commencement of each phase of development (except for demolition works above ground level) a surface water drainage scheme for the phase shall be submitted to and approved in writing by the Local planning authority. This scheme should include (a) sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development; (b) details of how the proposed surface water drainage scheme will be maintained; (c) a drainage scheme nominating the ownership, management and maintenance arrangements; (d) the use of SuDS and balancing ponds where possible; (e) a completed 'Newham Surface Water Drainage Pro-forma for new developments'; (f) details to demonstrate that the surface water run-off generated up to and including the 100 years critical storm plus climate change allowance, will not exceed the run-off from the undeveloped site following the corresponding rainfall event. In addition, 'brownfield' major developments are required to reduce post development runoff rates for events up to and including the 1 in 100 year return period event plus 40% climate change allowance, to the calculated greenfield rate (calculated in accordance with IoH124) or, where demonstrated not feasible, to not more than three times the calculated greenfield rates for the site. It is recommended that a SuDS treatment train is utilised to assist in this reduction. Each phase of the development shall only be implemented in accordance with the relevant approved details.</p> <p>Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
23	Flood resilience	<p>The development shall be carried out in accordance with the Thameside West River Wall Drawings (dated November 2018), the Thameside West Masterplan Flood Risk Assessment (Rev. 02 dated May 2019), the March 2020 Flood Risk Assessment Statement of Conformity, and the mitigation measures they detail. Prior to the commencement of each phase of development (except for demolition works above ground level) a scheme to ensure the development is flood resilient, in particular basement and lower ground levels and other finished floor levels, shall be submitted to, and approved in writing by, the local planning authority. The scheme shall include a Flood Warning and Evacuation Plan. The scheme shall be fully implemented and subsequently maintained, in accordance with the scheme's timing/ phasing arrangements, or within any other period as may subsequently be agreed, in writing, by the local planning authority.</p> <p>Reason: Whilst we are satisfied at this stage that the proposed development could be allowed in principle, the applicant will need to provide clarification of basement and lower ground levels to ensure that the proposed development can go ahead without posing an unacceptable flood risk to future occupants. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have</p>

		been met because the timing of compliance is fundamental to the decision to grant planning permission.
24	Water mains	<p>No construction within the development shall take place (except for demolition works above ground level) within 5m of any water main. Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority prior to the commencement of each phase of development. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access to Thames Water must be available at all times for the maintenance and repair of water infrastructure during and after the construction works.</p> <p>Reason: The proposed works will be in close proximity to underground strategic water main utility infrastructure and the works have the potential to impact on local underground water utility infrastructure. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
25	Impact piling – water pollution	<p>No impact piling shall take place in each phase unless and until a piling method statement for that phase has been submitted to and approved in writing by the local planning authority. The method statement should detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage and water infrastructure, and the programme for the works.</p> <p>Any piling must be undertaken in accordance with the approved piling method statement.</p> <p>Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure and piling has the potential to impact on the local underground sewerage utility infrastructure. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
26	Controlled waters and foundation works	<p>Before each phase of the development is commenced (except for demolition works above ground level), a foundation works risk assessment shall be carried out to establish the potential risk of contamination of controlled waters from the intended foundation works on site. The construction of the site foundations shall then be carried out in accordance with details submitted to and approved in writing by the local planning authority before each phase commences.</p> <p>Reason: To ensure that the proposed development, does not harm groundwater resources. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.</p>
27	Circular Economy Statements	A detailed Circular Economy Statement and Operational Waste Management Strategy in line with the GLA's draft Circular Economy Statement Guidance should be submitted as part of the reserved matters application/s for each outline phase(s). The statement shall adhere to the principles set out in the draft Circular Economy Statement. Should such details not be submitted at the reserved matter stage, a detailed Circular Economy Statement and

		<p>Operational Waste Management Strategy should be submitted to approved in writing by the Local Planning Authority prior to the commencement of the relevant outline phase(s) of the development. The relevant outline phase(s) of development shall be carried out in accordance with those details.</p> <p>Prior to the occupation of any phase, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of a satisfactory submission to the GLA shall be submitted to and approved in writing by the local planning authority prior to occupation of the relevant outline phase.</p> <p>Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials. The condition is required to be pre-commencement to ensure that sustainability principles are considered at the earliest opportunity.</p>																																								
28	Air quality	<p>Prior to commencement of each outline phase (other than demolition and site clearance works) hereby permitted, an updated Air Quality Assessment, including an Air Quality Positive Statement (AQPS) and detailing any necessary mitigation to avoid significant effects, shall be submitted to and approved in writing by the local planning authority. The AQPS shall set out measures that can be implemented across the phase that improve local air quality as part of an air quality positive approach, in line with the latest GLA Air Quality Positive Guidance. The measures set out with the AQPS for each phase shall be implemented in accordance with the details so approved, and thereafter retained, unless otherwise agreed in writing by the local planning authority.</p> <p><u>Reason:</u> To protect and improve local air quality.</p>																																								
29	Cycle Parking Provision	<p>a) The total minimum quantum of cycle parking across the development shall not be less than the figures specified in the table below:</p> <table border="1"> <thead> <tr> <th></th> <th>Short Stay</th> <th>Long Stay</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Phase 1</td> <td>11</td> <td>709</td> <td>720</td> </tr> <tr> <td>Phases 2 to 10</td> <td>124</td> <td>8,303</td> <td>8,427</td> </tr> <tr> <td>Sub-total</td> <td>135</td> <td>9,012</td> <td>9,147</td> </tr> <tr> <td>Non-residential</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Commercial & Community Uses</td> <td>397</td> <td>70</td> <td>467</td> </tr> <tr> <td>Industrial - Building V</td> <td>15</td> <td>60</td> <td>75</td> </tr> <tr> <td>School / Nursery</td> <td>8</td> <td>136</td> <td>144</td> </tr> <tr> <td>Sub-total</td> <td>420</td> <td>266</td> <td>686</td> </tr> </tbody> </table>		Short Stay	Long Stay	Total	Residential				Phase 1	11	709	720	Phases 2 to 10	124	8,303	8,427	Sub-total	135	9,012	9,147	Non-residential				Commercial & Community Uses	397	70	467	Industrial - Building V	15	60	75	School / Nursery	8	136	144	Sub-total	420	266	686
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Prior to above ground works for each phase(s)

30	Reserved matters approval	<p>Approval of the details of the Scale, Appearance, Layout, Access and Landscaping of each phase of the Outline part of the development (the reserved matters) shall be obtained from the GLA (or the Local planning Authority, where this has been agreed in writing by the GLA) and each phase shall not commence (except for demolition and site preparation works above ground level) until all such reserved matters have been approved for that relevant phase.</p> <p>Reason: To ensure adequate control over the form of the development given that this is a hybrid application.</p>
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31	Fire evacuation lifts	<p>Prior to commencement of the above ground works for each building, details shall be submitted to and approved in writing by the local planning authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments) will be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building. The development shall be carried out in accordance with these details and maintained as such in perpetuity.</p> <p>Reason: In the interests of fire safety.</p>
32	Fire Strategy – detailed and outline	<p>For the detailed part of the proposal (Phase 1) the development must be carried out in accordance with the provisions of the Fire Strategy Statement dated May 2020 and retained thereafter.</p> <p>Prior to the commencement of each outline phase (other than demolition, site clearance and ground works), a Fire Statement for the relevant phase, in the form of an independent fire strategy produced by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:</p> <ol style="list-style-type: none"> 1. The building's construction: methods, products and materials used, including manufacturers' details; 2. The means of escape for all building users: stair cores, escape for building users who are disabled or require level access, and the associated evacuation strategy approach; 3. Features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans; 4. Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these; 5. How provision will be made within the site to enable fire appliances to gain access to buildings; and 6. Ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures. <p>The development shall be implemented in accordance with the approved Fire Statement for each phase and retained as such for the lifetime of the development.</p> <p><u>Reason:</u> In order to achieve the highest standards of fire safety and ensure the safety of all building users.</p>
33	Shopfronts	<p>Prior to commencement of superstructure within each phase of development (except for demolition works above ground level), details and specification of shopfronts (showing window reveals, frames, cills and headers) at a scale of 1:20 shall be submitted to and approved in writing by the local planning authority in relation to the relevant phase. The development shall only be constructed in accordance with the approved details and the approved details shall be complied with for the life of the development.</p> <p>Reason: To ensure a satisfactory standard of external appearance of the development.</p>

34	Samples of all external surfaces	<p>No building within each phase of development shall commence above ground works unless and until details and samples of all external elevation and roof surfaces have been submitted to and approved in writing by the local planning authority in relation to the relevant phase. This shall include a physical mock-up of a typical upper floor window bay showing full details of brickwork bond, mortar, window and reveal details and a physical mock-up of typical ground floor bay (scale be agreed with the local authority) which shall be erected on site and be approved in writing by the local planning authority. The sample panels are to be reviewed by the Design Review Panel or representatives thereof. The development shall only be constructed in accordance with the approved details and the approved details shall be complied with for the life of the development.</p> <p>Reason: To ensure a satisfactory standard of external appearance of the development.</p>
35	Pre-construction TV reception surveys	<p>No building within each phase of the development hereby permitted shall be commenced above ground level unless and until pre-construction TV reception surveys have been undertaken and details submitted to and approved in writing by the local planning authority.</p> <p>Reason: To mitigate the impacts of TV reception to neighbouring properties and in accordance with the mitigation measures identified in the Environmental Impact Assessment.</p>
36	Children's play space scheme	<p>The boundary treatment, landscaping and play equipment provision of the children's play area shall be the subject of a detailed scheme to be submitted to and agreed in writing by the local planning authority prior to the commencement of each phase of the development. The play equipment will be designed to be fully inclusive to ensure the areas are accessible to all. The approved scheme shall be constructed in accordance with the approved details and thereafter retained.</p> <p>Reason: To ensure the quality of children's play spaces.</p>
37	Wind tunnel testing	<p>No phase within the Outline part of the development (other than demolition and site clearance works) hereby permitted shall be commenced until further wind tunnel testing for that phase has been submitted to and approved in writing by the local planning authority and shall be provided to demonstrate that safe and amenable wind conditions can be secured.</p> <p>The development shall only be constructed in accordance with the approved details.</p> <p>Reason: In the interests of the health and safety of future occupiers and users of the development.</p>
38	Finished floor levels	<p>No development shall take place on each phase until there has been submitted to and approved by the local planning authority details of all finished levels. There shall be no change in levels unless specifically shown on the approved plans.</p> <p>Reason: To ensure a satisfactory standard of development is provided.</p>
39	Noise	<p>No above-ground works for each phase within the development hereby permitted shall be commenced until a report identifying external noise levels from nearby road, DLR, aircraft, river operations, and industrial uses,</p>

		<p>detailing noise and overheating mitigation measures for that phase, has been submitted to and approved by the local planning authority.</p> <p>Mitigation measures should demonstrate:</p> <ul style="list-style-type: none"> • good acoustic design of the development in line with the current ProPG; • internal noise levels of the residential units comply with the requirements specified in BS8233 and WHO guidance; • a holistic acoustic, ventilation and overheating mitigation system meeting the requirements of the Association of Noise Consultants Acoustics Ventilation and Overheating Residential Design Guide (2020); • external amenity areas have been designed according to BS8233 and ProPG; • the mechanical ventilation system shall meet or exceed the specifications set out in clause 6, schedule 1 of the Noise Insulation Regulations 1975 with regard to acoustic performance and airflow rates. <p>Evidence shall be provided to show that the glazing and ventilation intended to be installed can actually achieve the noise mitigation levels required. This should include manufacturers' test data showing the sound reduction levels achievable.</p> <p>The scheme as approved shall be installed and permanently maintained thereafter.</p> <p>Reason: To protect the amenity of future occupants and safeguard nearby road, DLR, aircraft, river operations, and industrial uses from complaints.</p>
40	Noise – LA Lounge	<p>No above-ground works for phase 1 within the development hereby permitted shall be commenced until a report identifying night-time external noise levels from the LA Lounge late-night venue based on surveys carried out by a qualified expert, detailing noise and overheating mitigation measures for phase 1, has been submitted to and approved in writing by the local planning authority.</p> <p>Mitigation measures included in the report shall demonstrate:</p> <ul style="list-style-type: none"> • good acoustic design of the development in line with the current ProPG; • internal noise levels of the residential units comprised in the development hereby permitted comply with the requirements specified in BS8233 and WHO guidance (as amended from time to time); • a holistic acoustic, ventilation and overheating mitigation system meeting the requirements of the Association of Noise Consultants Acoustics Ventilation and Overheating Residential Design Guide (2020); • external amenity areas have been designed according to BS8233 and ProPG; • the mechanical ventilation system shall meet or exceed the specifications set out in clause 6, schedule 1 of the Noise Insulation Regulations 1975 with regard to acoustic performance and airflow rates. <p>Evidence shall be provided to show that the glazing and ventilation intended to be installed can actually achieve the noise mitigation levels required. This should include manufacturers' test data showing the sound reduction levels achievable. No residential units in Building A shall be occupied unless and until the local planning authority approved in writing the evidence submitted.</p>

		<p>The scheme as approved shall be installed and permanently maintained thereafter to the satisfaction of the local planning authority.</p> <p>Reason: To protect the amenity of future occupants and safeguard late-night uses from complaints.</p>
41	Sound insulation – roof terraces	<p>Prior to the fit out of each phase of the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and the roof garden/s shall be submitted to and approved by the Local planning authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to the occupation of that phase and shall be permanently retained thereafter.</p> <p>Reasons: To protect the amenity of future occupants and/or neighbours.</p>
42	Mechanical Plant & Ventilation	<p>a) Prior to the commencement of any above-ground works for each phase, full details of a possible protected internal route for the provision of a flue(s) through the building(s) shall be submitted to and approved in writing by the local planning authority;</p> <p>b) Prior to first operation of any commercial uses hereby permitted for each phase, a report produced by suitable recognised individual(s) and/or company(s), shall be submitted to and approved in writing by the local planning authority. This shall identify:</p> <ul style="list-style-type: none"> • the grease trap or grease digester system to be installed within any commercial kitchen, including full manufacturer's specifications; • any kitchen extraction system or other mechanical plant associated with the commercial operation of any such unit, including full specifications of all filtration, noise, vibration and odour control systems, and the provision of associated ducting and termination points (which must be at least 1 metre above roof height of the nearest building) and whether ductwork would need to pass across premises not in the control of the applicant; • sound insulation between residential and non-residential use, demonstrating compliance with International Organization for Standardization Noise Rating curves (NR): <ul style="list-style-type: none"> ○ NR 25 in bedrooms (2300 to 0700) ○ NR 30 in all habitable rooms (0700 to 2300) ○ If there is a distinguishable tone, the NR curves should be reduced to NR 20 and NR 25 respectively ○ Noise Rating curves should be measured as a 15 minute linear Leq at the octave band centre frequencies 31.5 Hz to 8 kHz; and • that at all times the operational plant on site shall not give rise to a BS4142 rating level greater than 5dB below the background noise level at the nearest or worst affected property. <p>The approved schemes shall be permanently maintained thereafter.</p> <p>Reference shall be had to, 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by EMAQ+, 2018; (available at: https://ee.ricardo.com/downloads/air-quality/control-of-odour-and-noise-from-commercial-kitchen-exhaust-systems)</p> <p>Reason: To protect the amenity of future occupants and/or neighbours.</p>
43	Rooftop plant, screening	<p>No building within each phase of development shall commence above ground works unless and until details of the rooftop plant, screening and parapet at a scale of 1:20 have been submitted to and approved in writing by the local</p>

	and parapet	<p>planning authority in relation to the relevant phase. Details must include materials, colour, finish, elevation and section plans. The approved details are to be constructed/installed prior to the occupation of the relevant building and thereafter retained.</p> <p>Reason: To ensure a satisfactory standard of external appearance and to protect local amenity appearance.</p>
44	Specification of balconies, communal entrances, vehicular entrance, duplex entrances and typical bay	<p>No building within each phase of the development shall commence above ground works unless and until details and specification of balconies and winter gardens, communal entrances, vehicular entrances and gates, duplex entrances and typical bay (showing window reveals, frames, cills and headers) at a scale of 1:20 (in plan, section and elevation) have been submitted to and approved in writing by the Local planning authority in relation to the relevant phase. The development shall only be constructed in accordance with the approved details and the approved details shall be complied with for the life of the development.</p> <p>Reason: To ensure a satisfactory standard of external appearance of the development.</p>
45	Digital connectivity	<p>Prior to commencement above ground level of each building, detailed plans shall be submitted to and approved in writing by the local planning authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development. The development shall be carried out in accordance with these plans and maintained as such in perpetuity.</p> <p>Reason: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness.</p>
46	Green / brown roofs and green walls	<p>Prior to commencement of above ground works for each phase, detailed proposals for accommodating green/brown roofs and/or green walls as part of the design and layout of the development shall be submitted to the local planning authority and approved in writing. This should include design/product specifications, the proposed implementation timescale and arrangements for on-going maintenance. Where a green roof or green wall is not proposed, the submitted documentary evidence should demonstrate why this would not be feasible or viable having regard to existing site constraints. Each phase of development shall be carried out in accordance with the approved details and the green/brown roofs and/or green walls shall thereafter be retained.</p> <p>Reason: To protect, enhance and create habitats for biodiversity across Newham and in accordance with the mitigation measures identified in the Environmental Impact Assessment.</p>
47	Photovoltaic (PV) panels	<p>Prior to commencement of above ground works for each phase of the development, aside from Phase 1, full details of the proposed location and manufacturers specification(s), for PV panels in that phase shall be submitted to and approved by the local planning authority in consultation with London City Airport</p> <p>The development shall only be constructed in accordance with the approved details.</p> <p>Reason: To safeguard London City Airport's flight operations and reduce carbon emissions from the development.</p>

48	Cooling strategy - major residential	<p>Prior to commencement of above ground works for each phase of development, the results of dynamic overheating modelling undertaken in line with the relevant Chartered Institution of Building Engineers (CIBSE) guidance together with details of all proposed measures for minimising overheating and meeting the development's cooling needs must be submitted to the Local planning authority and approved in writing. The design, materials, construction and operation of the development must demonstrate compliance with the Mayor's cooling hierarchy and the GLA's Overheating Checklist set out in the Mayor's guidance on Preparing Energy Assessments as amended. The development shall be carried out in accordance with the approved details and any approved measures shall thereafter be retained for the life of the development.</p> <p>Reason: In the interest of energy efficiency and sustainability.</p>
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Prior to occupation for each phase(s)

49	Contamination	<p>If remediation is required as identified in the approved contamination report, no building within the relevant phase shall be occupied unless and until a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.</p> <p>The development shall only be constructed in accordance with the approved details.</p> <p>Reason: To safeguard the public, the environment and surface and groundwater as this site may have or is known to have been used in the past for activities that are likely to have resulted in it being contaminated with material that is potentially harmful to humans. The condition is pre-occupation to ensure the approved remediation has been successfully completed and the development can be occupied safely without contamination risks being realised.</p>								
50	Non-residential car parking and drop off/pick up provision	<p>a) The total maximum quantum of non-residential spaces for use as car parking, and pick up/drop off for the detailed (full) part of the development shall be in accordance with the figures specified in the table below:</p> <table border="1" data-bbox="603 1624 1390 1753"> <thead> <tr> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Commercial (Blue Badge)</td> <td>2</td> </tr> <tr> <td>Car club</td> <td>1</td> </tr> <tr> <td>Drop-off only spaces (Blue Badge)</td> <td>2</td> </tr> </tbody> </table> <p>The number of parking spaces for each purpose to be provided shall be no more than this approved maximum. The parking spaces, hereby approved, are to be completed for use prior to the occupation of the development and shall be permanently retained thereafter.</p>		Total	Commercial (Blue Badge)	2	Car club	1	Drop-off only spaces (Blue Badge)	2
	Total									
Commercial (Blue Badge)	2									
Car club	1									
Drop-off only spaces (Blue Badge)	2									

		<p>b) The total maximum quantum of non-residential spaces for use as car parking, and pick up/drop off for the Outline part of the development shall not exceed the figures specified in the table below:</p> <table border="1" data-bbox="588 304 1386 528"> <thead> <tr> <th></th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Commercial (Blue Badge)</td> <td>11</td> </tr> <tr> <td>Industrial - Building V (Blue Badge)</td> <td>11</td> </tr> <tr> <td>School / Nursery (Blue Badge)</td> <td>5</td> </tr> <tr> <td>Car club</td> <td>5</td> </tr> <tr> <td>General Purpose Blue Badge Parking</td> <td>4</td> </tr> <tr> <td>Drop-off (Blue Badge)</td> <td>12</td> </tr> </tbody> </table> <p>The number of parking spaces provided for each purpose should be no more than this maximum but could be less. The car parking provision should be re-considered through the Transport Statement submitted within the 'Access' reserved matters application for each phase to ensure that the vehicle parking cannot be further reduced. The parking spaces, hereby approved, are to be completed for use prior to the occupation of the development of the relevant phase and shall be permanently retained thereafter.</p> <p>c) All Blue Badge car parking spaces shall be for the wheelchair users only; none shall be for general [non-disabled persons] use.</p> <p>d) The Blue Badge car parking spaces listed in the above table and illustrated on the approved drawings shall be suitable for use by a person with disabilities (in accordance with the specifications within BS8300: Design of buildings and their approaches to meet the needs of disabled people: Code of Practice).</p> <p>Reason: To ensure that the development is undertaken in accordance with the objectives of the approved Transport Assessment (TA) and TA Addendum and in compliance with sustainability principles.</p>		Total	Commercial (Blue Badge)	11	Industrial - Building V (Blue Badge)	11	School / Nursery (Blue Badge)	5	Car club	5	General Purpose Blue Badge Parking	4	Drop-off (Blue Badge)	12
	Total															
Commercial (Blue Badge)	11															
Industrial - Building V (Blue Badge)	11															
School / Nursery (Blue Badge)	5															
Car club	5															
General Purpose Blue Badge Parking	4															
Drop-off (Blue Badge)	12															
51	Roads & car parking	<p>Prior to the occupation or use of phase 1 of the development and any subsequent reserved matters application, the access roads, vehicle loading and unloading areas, turning areas, pick up/drop off area and parking areas as shown on the approved plan(s) shall be provided and retained thereafter.</p> <p>Reason: To ensure the development makes adequate provision for the off-street parking and manoeuvring of vehicles likely to be associated with its use.</p>														
52	Redundant accesses to be reinstated	<p>Prior to the occupation of the development hereby approved, all redundant accesses and crossovers shall be reinstated and returned to a raised kerb, in a manner to be agreed in writing by the local planning authority.</p> <p>Reason: In the interests of pedestrian and vehicle safety.</p>														

53	Highway surfaces	<p>No building within each phase of the development shall be occupied until details and samples of all finishes/specifications of highway materials/surfaces have been submitted and approved by the local planning authority. The development shall only be constructed in accordance with the approved details and retained thereafter.</p> <p>Reason: To ensure a satisfactory standard of highway / surfaces within the development.</p>
54	Electric vehicles	<p>The residential units in each phase of the development shall not be occupied unless and until charging points for electric vehicles have been installed and are available for use in the parking area(s) for that phase. At least 20% of the total number of car parking spaces serving the relevant phase shall be equipped with active electric vehicle charging points with all other spaces equipped with passive provision for electrical vehicle charging.</p> <p>Reason: To provide charging facilities for electric vehicles and to encourage the uptake of electric vehicles.</p>
55	Traffic Management Plan	<p>a) Prior to the occupation of each phase of development hereby approved, a Traffic Management Plan shall be submitted to and approved in writing by the local planning authority. The Traffic Management Plan shall set out the proposed management arrangements for vehicles movement within the relevant phase and including any internal shared access.</p> <p>b) The applicant is to submit details of appropriate road markings and signage internal to the site to regulate the movement of traffic, cyclists and pedestrians.</p> <p>Reason: To prevent obstruction of the public highway surrounding the site and the internal roads and avoid accidents.</p>
56	Delivery and Servicing Plan	<p>Each phase of development shall not be occupied unless and until a Delivery and Servicing Plan (DSP) for that phase has been submitted to and approved in writing by the local planning authority in consultation with TfL. The DSP should provide details of the expected type and expected frequency of service vehicles including waste removal and for all uses, the hours within which they would arrive and depart, the intended locations for loading and unloading of vehicles and associated waiting and turning areas and access routes and show clear vehicle sweep paths based on up to date information in relation to overall vehicle movements associated with the development. The relevant phase of development shall only be constructed in accordance with the approved details and thereafter retained.</p> <p>Reason: To ensure that vehicle movements associated with the use hereby permitted remains consistent and that the use shall not represent any unacceptable level, type, location or timing of vehicle movements such that the safety of pedestrians and cyclists and the efficiency of bus operations shall be unduly prejudiced, nor that residential amenity will be unduly affected and nor that the operation of adjacent highways including the Silvertown Tunnel is unduly affected.</p>
57	Waste water	<p>No properties within each phase shall be occupied until confirmation from the developer has been provided that either: all wastewater, surface water and all water network upgrades required to accommodate the additional flows from the development have been completed; or a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure</p>

		<p>phasing plan is agreed, no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan. Prior to occupation of each phase details shall be submitted to and approved by the local planning authority. The relevant phase of development shall only be constructed in accordance with the approved details and thereafter retained.</p> <p>Reason: The development may lead to sewage flooding and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional flows anticipated from the new development. Any necessary reinforcement works will be necessary in order to avoid sewer flooding and/or potential pollution incidents.</p>
58	Water efficiency - major and minor residential	<p>Prior to first occupation of each phase of the development, a completed Water Efficiency Calculator for New Dwellings must be submitted to the local planning authority and approved in writing to show that internal potable water consumption for each of the dwellings will be limited to 110 litres per person per day (l/p/d) based on the Government's national calculation method for water efficiency for the purposes of Part G of the Building Regulations. The Water Efficiency Calculator should be accompanied by details of the location and type of all appliances or fittings that use water, the capacity or flow rate of any equipment and any rainwater or greywater collection systems incorporated as part of the development. The development shall be carried out in accordance with the approved details and the approved details shall be complied with for the life of the development.</p> <p>Reason: In the interest of energy efficiency and sustainability.</p>
59	Habitat Management Plan	<p>Prior to the occupation of each phase of development hereby permitted, a scheme for biodiversity enhancements in the form of a Habitat Management Plan (HMP) shall be submitted to and approved in writing by the local planning authority. This should include No Net Loss and Net Gain calculations, working to the provided methodology and in accordance with BS42020:2013; plans, materials, specifications and data, to demonstrate in detail how all ecological mitigation, compensation and enhancement measures identified in the approved Environmental Statement will be implemented within the Development and details of the long-term ecological objectives, maintenance schedules, management and monitoring. Work shall be undertaken in accordance with the approved scheme and thereafter retained.</p> <p>Reason: To enhance the biodiversity value of the land.</p>
60	Urban Greening Factor	<p>Prior to occupation of each phase of development, documentary evidence must be submitted to the local planning authority and approved in writing to show that the entire development is able to achieve an urban greening factor average of at least 0.4 (or whatever policy requirement is in place at that time). The measures set out in that evidence for achieving an urban greening factor of at least 0.4 shall thereafter be retained.</p> <p>Reason: To improve urban greening.</p>
61	Landscaping	<p>Prior to the occupation of Phase 1 of the development and as part of the information prepared with any reserved matter application to discharge landscaping details, full details of hard and soft landscaping shall be submitted to and approved in writing by the local planning authority. The details shall include all existing trees and shrubs and proposed trees (including full details of all tree pits) and shrubs, pathway, including walking</p>

		<p>and cycling routes details and their steps and slopes, lighting, signage, wayfinding signage, enclosures, bins, seating and other furniture along with public art. As well as public spaces, including the park and the riverside way, the hard and soft landscaping shall include details of private/communal rooftop terraces and gardens and details on how pedestrians and cyclists would use the public and private/communal spaces. All hard and soft landscaping and tree planting shall be carried out in accordance with the approved details and to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards (in particular, BS 3882: Specifications for Topsoil, Recommendations (2015) and BS 8545: Trees from Nursery to Independence in the Landscape, Recommendations (2014) or other recognised codes of good practice). The works shall be carried out prior to the occupation of any part or relevant phase of the development or in accordance with the timetable agreed with the local planning authority. Any tree(s) or plants that (within a period of five years after planting) are removed, die, or (in the opinion of the local planning authority) are damaged or defective shall be replaced as soon as is reasonably practicable with others of a similar size/species/number as originally approved, unless the local planning authority gives its consent to any variation.</p> <p>Reason: To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs.</p>
62	Landscaping Management Plan	<p>Prior to occupation of each phase of the development, a landscaping management plan for that phase shall be submitted to and approved in writing by the local planning authority for that phase. The plan for each phase of the development shall set out how the planting will be managed for a minimum of five years to ensure full and successful establishment of plants and trees. The plans shall identify all landscaped areas that will be under communal management and clearly specify that properly qualified horticulturists will be contracted to manage the site. The planting shall be thereafter managed in accordance with the approved management plan.</p> <p>Reason: To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs.</p>
63	Infill materials	<p>No soils, or infill materials, are to be brought onto the site unless they have been satisfactorily proven to be suitable for use (geotechnically and geochemically) and present no risks to human health, planting and the environment. A declaration to this effect, together with acceptable documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, must be submitted to and be approved in writing by the local planning authority prior to first occupation of each phase.</p> <p>Reason: To safeguard the public, the environment and surface and groundwater as this site may have or is known to have been used in the past for activities that are likely to have resulted in it being contaminated with material that is potentially harmful to humans.</p>
64	Bird strike risk	<p>Prior to the occupation of each phase of development, the following shall be carried out and submitted to and approved by the local planning authority having consulted with London City Airport Ltd:</p> <p>a. A Bird Strike Risk Statement (BSRS) and Bird Hazard Management Plan (BHMP). These documents shall demonstrate that the development comprised within the relevant phase of development does not increase the</p>

		<p>risk of bird strike hazard to aircraft using London City Airport when measured against the conditions existing on the whole development site at the time of the submission of the documents.</p> <p>b. A detailed scheme for green and/or brown roofs with associated aggressive bird management strategy. All green and/or brown roofs should be designed to make them unattractive to birds so as not to have an adverse effect on the safety of operations at London City Airport by encouraging bird roosting and creating sources of food for birds, and thereby presenting a bird strike threat to aircraft operating at the Airport.</p> <p>c. Estate Management Strategy (EMS) for the relevant phase of development which includes an aggressive bird management plan and details of the number and location of signs that are required to be located across the site to prohibit the feeding of wildlife and waterfowl.</p> <p>The relevant phase of development shall be carried out in accordance with the approved details and thereafter retained.</p> <p>Reason: To safeguard London City Airport's flight operations.</p>
65	External lighting assessment	<p>Prior to the occupation of each phase of development, full details of any proposed external lighting (the External Lighting Scheme) for that phase shall be submitted to and approved in writing by the local planning authority. The local planning authority should consult London City Airport and TfL. Each External Lighting Scheme shall include details of the appearance and technical details/specifications, intensity, orientation and screening of lamps, siting, the means of construction and laying of cabling, the timing of installation and details of the proposed hours of operation. The scheme should be designed to minimise the risk of light spillage beyond the development site boundary and into the sky and to avoid dazzle to nearby transport infrastructure, drivers on nearby roads and flight operations.</p> <p>Each External Lighting Scheme is to be constructed and / or installed prior to occupation of the residential units within the relevant phase and shall be retained for so long as the development shall exist. No external lighting shall be installed other than that approved by this condition.</p> <p>Reason: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution on the highway and public transport networks and London City Airport's flight operations.</p>
66	Refuse and recycling	<p>Prior to the occupation of each phase of development hereby approved, full details of refuse and recycling storage shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in full prior to occupation of that phase and retained thereafter.</p> <p>Reason: To avoid harm to the character and appearance of the street scene and local area and to ensure adequate provision of refuse and recycling facilities in the interests of amenity for future and neighbouring occupiers.</p>
67	Boundary treatments /enclosure	<p>Prior to occupation of each phase of development hereby approved, full details of the position, design, materials and type of boundary treatments/means of enclosure shall be submitted to and approved in writing by the local planning authority. The approved details shall be implemented in full prior to occupation of that phase and retained thereafter.</p>

		Reason: To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway and in the interests of visual amenity.
68	Public heritage	<p>Prior to the occupation of each phase of development a written project design shall be submitted to and approved by the local planning authority securing the implementation of a scheme of on-site public heritage presentation and interpretation. Each approved scheme shall be implemented and thereafter retained for the life of the development.</p> <p>Reason: The planning authority wishes to secure public benefit from the scheme's impact on heritage assets.</p>
69	Public art mural on Building A	<p>Prior to the occupation of Phase 1 hereby permitted, details of the public art mural proposed on Building A shall be submitted to and approved by the local planning authority. The approved details shall be implemented and thereafter retained for the life of the development.</p> <p>Reason: In the interests of visual amenity.</p>
70	Gym noise	<p>Prior to the occupation of any gyms within the relevant phase, a scheme shall be submitted to and approved in writing by the Local planning authority for:</p> <p>(a) the acoustic insulation/isolation of the gym and associated equipment (b) the control of sound transmission from amplified music</p> <p>The relevant phase shall be operated in accordance with the approved details and thereafter retained.</p> <p>Reason: To safeguard the amenities currently enjoyed by the occupants of adjoining premises and/or dwellings.</p>
71	Sound insulation	<p>(a) No non-residential unit within each phase of the development shall be occupied unless and until a scheme of sound insulation for that phase has been designed and installed between residential and non-residential uses such that the sound insulation provided shall meet the following standards:</p> <p>International Organization for Standardization Noise Rating curves (NR) NR 25 in bedrooms (2300 to 0700), NR 30 in all habitable rooms (0700 to 2300).</p> <p>If there is a distinguishable tone the NR curves should be reduced to NR 20 and NR 25 respectively. Noise Rating curves should be measured as a 15 minute linear Leq at the octave band centre frequencies 31.5 Hz to 8 kHz. The developer shall certify to the local planning authority that the noise mitigation measures have been installed.</p> <p>(b) Pre-completion testing shall be carried out and a report shall be submitted to and approved in writing by the local planning authority, demonstrating that all floor, ceiling and wall constructions can achieve compliance with the above standards.</p> <p>The relevant phase of development shall only be constructed in accordance with the approved details and thereafter retained.</p> <p>Reason: To protect the amenity of future occupants and/or neighbours.</p>

72	Fixed and mobile equipment	<p>Prior to the operation of any proposed commercial/leisure units within each phase of the development hereby permitted, an appropriate sound assessment must be undertaken of any fixed and mobile equipment, in line with guidance advocated within BS 4142:2014 and shall be submitted to and approved in writing by the local planning authority. A representative background sound level should be used and the rating level, from all simultaneous operations associated with these uses and any sound sources that are similar in nature, should be no greater than 5dB below the adopted background sound level at the nearest noise sensitive receptors. The relevant phase of development shall only be operated in accordance with the approved details and thereafter retained.</p> <p>Reason: To minimise the noise effects of the development and in accordance with the mitigation measures identified in the Environmental Impact Assessment.</p>
73	Post-construction TV reception surveys	<p>The results of the pre-construction TV reception surveys (approved pursuant to condition 35) shall inform the level of mitigation required and the approved details shall be installed prior to first occupation of the residential units within that relevant phase.</p> <p>Reason: To mitigate the impacts of TV reception to neighbouring properties and in accordance with the mitigation measures identified in the Environmental Impact Assessment.</p>
74	BREEAM Design Stage Certificate - major non-residential	<p>Prior to the fit out of the commercial units in each phase of development, a BREEAM New Construction 2018 Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE) or equivalent authorizing body, must be submitted to the local planning authority and approved in writing to show that an 'Excellent' rating will be achieved for the non-residential floorspace.</p> <p>Reason: In the interest of energy efficiency and sustainability.</p>
75	Free drinking water	<p>Prior to the occupation of Phase 4, plans and details shall be submitted to and approved in writing by the local planning authority demonstrating the provision and future management of at least two free drinking water points within or adjacent to the public realm. The plans and details shall show the location and design of the proposed drinking water infrastructure, along with measures to ensure its future maintenance and management. The development shall be carried out in accordance with these plans and details prior to the occupation of Phase 5, and drinking water made available to the public for free in accordance with the plans and details in perpetuity.</p> <p>Reason: To ensure sustainable provision of free drinking water, to minimise plastic waste.</p>
76	Whole lifecycle carbon	<p>Prior to the occupation of each building the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Lifecycle Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: zerocarbonplanning@london.gov.uk along with any supporting evidence as per the guidance.</p>

		<p>Confirmation of a satisfactory submission to the GLA shall be submitted to and approved in writing by the local planning authority prior to occupation of the relevant building.</p> <p>Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings.</p>
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Monitoring and management

77	Phasing Plan & order of construction	<p>Each Phase within the development hereby permitted shall be commenced and constructed in accordance with the approved Phasing Plan [Phasing Plan A-SL-011-xx-13 Rev 05] showing the location of each Phase. Each phase of the development shall be commenced in the approved order starting with Phase 1 through to Phase 11.</p> <p>Reason: To ensure that the development is consistent with the principles of good masterplanning and to safeguard against adverse impacts on the free flow of traffic on local roads and the amenities of the area.</p>
78	Environmental Statement	<p>The development hereby permitted shall be constructed in accordance with the environmental standards, mitigation measures, embedded mitigation measures, requirements, recommendations and methods of implementing the development contained in the Environmental Statement (ES) and appendices (December 2018) therein relevant to the development prepared by Buro Happold and the ES Addendum (May 2020) and ES Letter of Conformity (June 2020), unless and to the extent that such standards, measures, requirements and methods are altered by the express terms of the conditions attached to this planning permission and the approved drawings and supplementary documents submitted pursuant to them.</p> <p>Reason: To ensure that the development is carried out in accordance with the Environmental Statement and the mitigation measures proposed therein.</p>
79	Cranes & scaffolding	<p>No cranes or scaffolding shall be erected within the site area of each phase unless and until construction methodology and diagrams clearly presenting the location, types, maximum operating height, radius and start/finish dates for the use of cranes/scaffolding during that phase have been submitted to and approved by the local planning authority, having consulted London City Airport and TfL. The construction methodology statement shall also include a detailed programme of the various lifts of cranes which may require the penetration of safeguarding surfaces (in such cases coordination with London City Airport will be sought to ensure that such lifts occur when the airport is not in operation); a relevant section on communications between the construction team and London City Airport to ensure that the airport is aware of activities and can issue NOTAMs informing the flying community of activity on the site; operational provisions to address emergency situations such as the discovery of UXO and how cranes will be made safe to ensure that they do not become a hazard to aircraft operations; and confirmation of compliance with obstruction lighting requirements and specifications. It should be noted that no construction equipment shall be permitted to infringe any Instrument Flight Procedures or critical obstacle limitation surfaces. The relevant phase of development shall be carried out in accordance with the approved details and the details shall be complied with for the duration that the cranes and/or scaffolding are in place.</p>

		Reason: To safeguard London City Airport's flight operations and other transport infrastructure. It is necessary for this condition to prevent the commencement of outline phases of the development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.
80	Phase 1 and 2 - Industrial Floorspace	<p>Notwithstanding the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (and any statutory instrument revoking, re-enacting or modifying either order or the regulations), the flexible employment floorspace (Classes B1b, B1c, B2 (restricted) and B8) within Buildings A, B and D are the subject to the following restrictions:</p> <ul style="list-style-type: none"> • None of this floorspace shall be used for any use other than uses falling within Use Classes B1(b), B1(c), B2 and B8 as specified in the schedule to the Use Classes Order as in force on 31 August 2020; • If used for Class B2 uses, these uses are restricted to those listed in Appendix 5 of the Addendum Planning, Density Management & Employment Re-Provision Statement (May 2020) hereby approved; • No noise levels greater than up to LAeq,T 85 dB(A) inside these units; <p>The flexible employment floorspace (Classes B1b, B1c, B2 (restricted) and B8) within Building D is also the subject of the following further servicing restrictions:</p> <ul style="list-style-type: none"> • No HGV vehicles are to be used during servicing operations; and • Use of the external service yard area is restricted to not between 11pm and 6am. <p>Reason: To secure delivery of the industrial floorspace and protect the amenity of future occupants of the development.</p>
81	Building V - Industrial Floorspace	<p>None of the industrial floorspace contained within Building V shall be used for any use other than uses falling within Use Classes B1(c), B2 and B8 as specified in the schedule to the Use Classes Order on 31 August 2020.</p> <p>Reason: To secure delivery of the industrial floorspace.</p>
82	Construction Work Hours	<p>(a) No construction or building works shall be carried out on the site except between the hours of 0800 and 1800 on Mondays to Fridays and between 0800 and 1600 on Saturday and at no other time including on any Bank or Public Holidays.</p> <p>(b) Deliveries of construction and demolition materials to and from the site by road shall take place between the hours of 0800 and 1800 Monday to Friday and between 0800 and 1600 on Saturday and at no other time including on any Bank or Public Holidays.</p> <p>Reason: To ensure that the construction does not prejudice the ability of neighbouring and future occupier's reasonable enjoyment of their properties.</p>
83	D1 Use	Notwithstanding the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and the Town and

		<p>Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (and any statutory instrument revoking, re-enacting or modifying either order or the regulations), the primary school, nursery and community centre floorspace of the development hereby permitted shall not be allowed a change of use to any other use within Class D1 as specified in the schedule to the Use Classes Order as in force on 31 August 2020.</p> <p>Reason: To ensure that the development meets the needs of the community.</p>
84	A1-A4 Use	<p>Notwithstanding the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (and any statutory instrument revoking, re-enacting or modifying either order or the regulations), the flexible floorspace hereby permitted at the entry level within Phases 1 and 4-11 shall be restricted to a flexible commercial use within A1, A2, A3 and A4 Use as specified in the schedule to the Use Classes Order as in force on 31 August 2020.</p> <p>Reason: To ensure that the development delivers active entry level uses as set out in Parameter Plan 09: Principle Uses at Entry Level A-SL-011-XX-09 Rev 04 and Proposed Mezzanine Floor Plan 2018-JMP-P1-M1-DR-A-3110 Rev P06.</p>
85	Hours of commercial uses	<p>Any approved floorspace which is used for a use falling within Use Classes A3 (Restaurants & Cafes) or Class A4 (Drinking Establishments) as specified in the schedule to the Use Classes Order on 31 August 2020 shall not be open for customers outside the following hours:</p> <p>07.00 to 23.00 on Monday to Saturday, and 7.00 to 22.30 on Sundays, Public and Bank Holidays, unless otherwise agreed by the local planning authority.</p> <p>Reason: To safeguard the amenities of future occupiers proposed within this development.</p>
86	Restriction on retail sales for industrial uses	<p>There shall be no retail sales within the industrial uses of buildings A, B, D and V hereby approved with the exception of a trade counter, which shall be the subject of a detailed scheme to be submitted to and approved in writing by the local planning authority.</p> <p>Reason: To ensure the development approved retains its industrial use.</p>
87	Contamination during development	<p>If during implementation of each phase of development, contamination is encountered which has not previously been identified, the additional contamination shall be fully assessed and a specific contaminated land assessment and associated remedial strategy shall be submitted to and agreed in writing by the local planning authority before the additional remediation works are carried out. The agreed strategy shall be implemented in full prior to the completion of the relevant phase.</p> <p>Reason: To prevent harm to human health and pollution of the environment.</p>
88	Non-road transportable industrial equipment or vehicles	<p>During onsite construction of any phase of development, all non-road transportable industrial equipment or vehicles which are fitted with an internal diesel powered compression ignition engine between 37 and 560KW and not intended for transporting goods or passengers on roads are required to meet Stage IIIB of EU Directive 97/68/E and be NRMM registered. Such</p>

		<p>vehicles must be run on ultra low sulphur diesel (also known as ULSD 'cleaner diesel' or 'green diesel'). "Ultra low sulphur diesel" means fuel meeting the specification within BS EN 590. Where these standards are succeeded, they should be applied when reasonable.</p> <p>Exemptions to these standards may be granted for specialist equipment or for equipment with alternative emission reduction equipment or run on alternative fuels. Such exemptions shall be applied for in writing to the local planning authority in advance of the use of such vehicles, detailing the reasons for the exemption being sought and clearly identifying the subject vehicles. Exemptions that are granted will be in writing and such vehicles must not be used until written exemption has been issued by the local planning authority.</p> <p>No vehicles or plant to which the above emission standards apply shall be on site, at any time, whether in use or not, unless it complies with the above standards, without the prior written consent of the local planning authority.</p> <p>Reason: To protect the amenity of future occupants and/or neighbours.</p>
89	Rainwater pipes, flues or grills	<p>No rainwater pipes, flues or grills, other than those shown on the approved plans shall be visible on any publicly visible elevation, unless otherwise agreed in writing by the local planning authority.</p> <p>Reason: To ensure a satisfactory standard of external appearance of the development.</p>
90	Combustion plant flues	<p>The flues to all combustion plant in the development must be designed to comply with the specifications set out in 'Technical Guidance Note D1 Guidelines on Discharge Stack Heights for Polluting Emissions'. Several of the boiler plants associated with this development are likely to be a 'Medium Combustion Plant and require a Permit issued by the Environment Agency. An application should be made to the Environment Agency before any such plant is commissioned.</p> <p>Reason: To protect air quality and health by ensuring that the production of air pollutants are kept to a minimum.</p>
91	Drainage system and risk to controlled water	<p>No drainage systems for the infiltration of surface water to the ground are permitted other than with the written consent of the Local planning authority. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall be carried out in accordance with the approved details</p> <p>Reason: To ensure that the development does not contribute to, is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants.</p>
92	Invasive species	<p>If prior to or during the course of any phase any Japanese Knotweed or other non-native invasive species are found to be present on the phase, then no further development shall take place until a detailed method statement for removing or the long-term management/control of the Japanese Knotweed and/or other non-native invasive species has been submitted to and approved in writing by the local planning authority. The method statement shall include measures that will be used to prevent the spread of Japanese Knotweed and any other non-native invasive species during any operations, e.g. mowing, strimming or soil movement. It shall also contain measures to</p>

		<p>ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant listed under the Wildlife and Countryside Act 1981, as amended. The development shall be carried out in accordance with the approved method statement if one is required.</p> <p>Reason: To prevent the spread and further ingress of Japanese Knotweed and any other invasive non-native species in order to conserve and enhance the natural and local environment by minimising impacts on biodiversity and providing net gains in biodiversity both within the development site and on adjacent site.</p>
93	Obstacle Limitation Surface	<p>No Building or structure to permanently form part of the Development shall exceed London City Airport's Obstacle Limitation Surfaces (OLS).</p> <p>Reason: To safeguard London City Airport's flight operations.</p>
94	Antenna	<p>No satellite antenna, apparatus or plant of any sort (including structures or plant in connection with the use of telecommunication systems or any electronic communications apparatus) shall be erected on the site or roof of any buildings unless and until details of their size and location have previously been submitted to and approved by the local planning authority in consultation with London City Airport. The relevant part of the development shall be carried out in accordance with the approved details and thereafter retained.</p> <p>Reason: To safeguard London City Airport's flight operations and in the interests of visual amenity.</p>
95	BREEAM Final Certificate - major non-residential	<p>Within 3 months of the first occupation of each phase of development, a BREEAM New Construction 2018 Final (Post-Construction) Certificate, issued by the BRE or equivalent authorizing body, must be submitted to the local planning authority and approved in writing to demonstrate that an 'Excellent' rating has been achieved. Construction Stage assessment will be produced post-occupancy, to allow time for collation of accurate evidence, and for the 2-month review and comment period by the BRE.</p> <p>Reason: In the interest of energy efficiency and sustainability.</p>
96	Events Management Strategy	<p>No event shall take place within in any part of the development unless an Events Licence Application (including an Events Management Strategy) has been submitted to and approved in writing by the Local Authority. For the avoidance of doubt the Events Management Strategy shall include details regarding stewardship arrangements, signage, and measures to promote and provide for sustainable transport, event notification arrangements. Thereafter events shall be undertaken in accordance with the Events Management Strategy as approved by the Local Authority.</p> <p>Reason: In the interest of residential amenity, parking congestion and highway, pedestrian and visitor safety.</p>
97	Considerate Constructors Scheme (CCS) monitoring	<p>The Considerate Constructors Scheme (CCS) and its published Code of Considerate Practice, and the details of (i) the membership, (ii) contact details, (iii) working hours as stipulated under the Control of Pollution Act 1974, and (iv) Certificate of Compliance, should be clearly displayed on the site so that they can be easily read by passing members of the public, and those details shall thereafter be maintained on display throughout the duration of the works forming the subject of this permission.</p>

		Reason: To mitigate the impact of construction work upon the levels of amenity that neighbouring and future occupiers should reasonably expect to enjoy.
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Informatives

1	S106 agreement	You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2	Pre-commencement conditions	The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure, protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.
3	CIL payment and liability notice	The Greater London Authority consider that this permission is liable for a contribution under the Community Infrastructure Levy (CIL). Before work commences there are certain forms which you must complete and return to the London Borough of Newham. Please note that penalty surcharges could be added to contributions should CIL regulations not be followed. Further details of what to submit and timescales in relation to the Community Infrastructure Levy can be found online at: https://www.gov.uk/guidance/community-infrastructure-levy . CIL forms can be found at: https://www.planningportal.co.uk/info/200126/applications/70/community_infrastructure_levy/5
4	CIL phasing	This planning permission is a phased planning permission which expressly provides for development to be carried out in phases for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended). Each Phase may be treated as a separate chargeable development for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).
5	Deemed discharge	All conditions are exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 as the development was subject to an Environmental Impact Assessment.
6	Adverts	You are advised that any advertisements to be erected at the premises may require consent under the Control of Advertisement Regulations 2007.
7	Site Notices	Where applicable the developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.
8	Pre-application	The applicant was provided with pre application advice. The local planning authority was able to negotiate successfully with the applicant to amend the application so that it complied with the relevant policies. The Mayor has accordingly granted planning permission.
9	Further approval and consents	This approval only grants permission under Section 57 of the Town and Country Planning Act 1990. Further approval or consent may be required by other legislation, in particular the Building Regulations and you should contact Building Control, the London Borough of Newham before proceeding with the work.

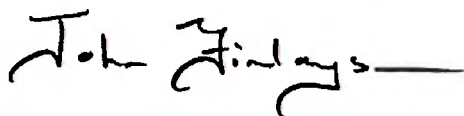
10	Designing out crime	The applicant must seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) at each phase and notify this office of any changes to the planning application or approved scheme relevant to security or design layout. The services of MPS DOCOs are available free of charge and can be contacted via Docomailbox.NE@met.police.uk or during office hours via Telephone: 0208 217 3813.
11	Housing ventilation	The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010 (as updated or replaced). (This also works for utility rooms). Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas. Kitchens without windows should have mechanical ventilation to comply with the latest Building Regulations.
12	Food law requirements	<p>The kitchen and other food areas of the premises need to comply in full with EU 852/2004 as enforced by the Food Hygiene (England) Regulations 2006, EU 178/2002 as enforced by the General Food Regulations 2004 The Food Premises Registration Regulations 1991 (under these regulations there is a requirement to register with the Environmental Health Service at least 28 days prior to opening - this form is accessible from Newham's website).</p> <p>All structural finishes and equipment must comply with the Catering Guide (industry) to Good Hygiene Practice (Chadwick House Group Ltd).</p> <p>Particular Requirements of the Hygiene Legislation Include: Sufficient internal and external hygiene refuse storage capacity. The external store should be capable of accommodating standard Council wheeled bins of a total capacity appropriate to the scale of the business. External bins should not be placed in a position where they are likely to cause an obstruction. Provision of double sink and wash-hand basin in main food preparation area. Hot water supply to all wash-hand basins and sinks should preferably be from a gas fired balanced flue instant water heater. Sufficient refrigeration and freezer capacity. Sufficient hot food storage/display/capacity (if applicable). Kitchen layout to facilitate separation of raw and cooked food handling and preparation. Adequate artificial lighting levels throughout, achieved by means of fluorescent tube lights, (minimum wattage 40 watts) fitted with diffusers. Sufficient general ventilation to all rooms Extraction ventilation to food preparation areas/rooms must be capable of maintaining at least 20 air changes per hour. Creation of a lobby between the WC and the food rooms. All structural finishes, work surfaces and equipment to be of durable, smooth and impervious materials.</p>
13	Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)	The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation is not adequate. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance. Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

14	Licensing	It is possible that some of the premises may need a licence under the Licensing Act 2003 for regulated entertainment (music, dancing etc.), supply of alcohol and the provision of late-night refreshment. Any grant of the planning approval is without prejudice to the Council's right as Licensing Authority to either grant or refuse any application under the Licensing Act 2003. Application forms can be obtained from the Licensing Team, 1st Floor, Town Hall Annexe, 330-354 Barking Road, E6 2RT, telephone 0203 373 1925 email Licensing@newham.gov.uk . Application forms are also available on the Council website at: https://www.newham.gov.uk/business-licensing-regulation/premises-alcohol-entertainment-license/1
15	River works licence	The Applicant is reminded of the need for a river works licence for all works over mean high water, including the inter tidal terracing.
16	National Grid overhead lines	National Grid's Overhead Lines are protected by a Deed of Easement/Wayleave Agreement which provides full right of access to retain, maintain, repair and inspect our asset. Statutory electrical safety clearances must be maintained at all times. National Grid recommends that no permanent structures are built directly beneath our overhead lines. These distances are set out in EN 43 – 8 Technical Specification for overhead line clearances Issue 3 (2004): http://www.nationalgrid.com/uk/LandandDevelopment/DDC/devnearohl_final/appendixIII/applII-part2 . The relevant guidance in relation to working safely near to existing overhead lines is contained within the Health and Safety Executive's (www.hse.gov.uk) Guidance Note GS 6 "Avoidance of Danger from Overhead Electric Lines." Plant, machinery, equipment, buildings or scaffolding should not encroach within 5.3 metres of any high voltage conductors at the point where the conductors are under their maximum 'sag' or 'swing' conditions. Overhead Line profile drawings should be obtained at: Plantprotection@nationalgrid.com . If a landscaping scheme is proposed as part of the proposal, only slow and low growing species of trees and shrubs should be planted beneath and adjacent to the existing overhead line to reduce the risk of growth to a height which compromises statutory safety clearances.
17	Thames Water underground assets	The proposed development is located within 15 metres of Thames Water underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read Thames Water's guide 'working near our assets' to ensure your workings are in line with the necessary processes if working above or near Thames Water pipes or other structures: https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes . Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, acting under delegated authority and as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing Report GLA/4039c/03; GLA Representation Hearing Report Amendment GLA/4039c/04; and GLA Update Reports GLA/4039c/05 and GLA/4039c/06. The Deputy Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.

Yours sincerely



John Finlayson
Head of Development Management

Note: This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the The Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX or the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

SCHEDULE 3
STANDARD NOTICES

Form: Notice of Implementation of Development



Notice of Implementation of Development

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

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

Please return to:

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

Official Use	
Date received	
Monitoring triggers	



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

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

Planning Application Reference	
Deed dated:	
Owner's details: Site Address:	
Contribution Description: Relating to Clause/Paragraph: Date on which amount is due:	
Amounts to be paid 1. Contribution: 2. Indexation Amount: Period from -to 4. Interest Amount (if any): Period from – to	
Total to be paid:	
Dated Signed by or on behalf of the Owner:	

Please return to:

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

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

SCHEDULE 4

FINANCIAL CONTRIBUTIONS

The Owner hereby covenants with the GLA and the Council as follows:

1. PRIMARY EDUCATION CONTRIBUTION (DETAILED ELEMENT)

- 1.1 To pay the Primary Education Contribution (Detailed Element) to the Council no later than Implementation.
- 1.2 Not to Implement Phase 1 until the Primary Education Contribution (Detailed Element) has been paid to the Council.

2. SECONDARY EDUCATION CONTRIBUTION

- 2.1 To pay 50% of the Secondary Education Contribution to the Council no later than First Occupation of Phase 3.
- 2.2 Not to First Occupy Phase 3 and any subsequent Phase until 50% of the Secondary Education Contribution has been paid to the Council.
- 2.3 To pay 50% of the Secondary Education Contribution to the Council prior to First Occupation of 2,500 Dwellings.
- 2.4 Not to First Occupy more than 2,500 Dwellings until 100% of the Secondary Education Contribution has been paid to the Council.

3. CARBON OFFSETTING CONTRIBUTIONS

- 3.1 To pay the Carbon Offsetting Contribution (Phase 1) to the Council no later than Implementation of the Development.
- 3.2 Not to Implement the Development until the Carbon Offsetting Contribution (Phase 1) has been paid to the Council.
- 3.3 To pay the relevant Carbon Offsetting Contribution (Commercial) to the Council no later than the First Occupation of each Outline Phase.
- 3.4 Not to First Occupy each Outline Phase until the relevant Carbon Offsetting Contribution (Commercial) has been paid to the Council.
- 3.5 To pay the relevant Carbon Offsetting Contribution (Residential) to the Council no later than the First Occupation of each Outline Phase.
- 3.6 Not to First Occupy each Outline Phase until the relevant Carbon Offsetting Contribution (Residential) has been paid to the Council.

4. HEALTH CONTRIBUTION

4.1 The Owner shall pay the Health Contribution to the Council as follows:

- (a) £2,050,000 (Indexed) on Implementation of the Development;
- (b) £3,300,000 (Indexed) within 20 Working Days of receiving written notice from the Council confirming that the contract for the sale and purchase and/or development of the Health Centre Land (or equivalent contract) is agreed and engrossed; and

- (c) £1,625,650 (Indexed) within 20 Working Days of receiving a written notice from the Council confirming that the new general practice surgery under construction on the Health Centre Land will achieve Practical Completion to Shell and Core within 20 Working Days of the date of the notice;
- 4.2 Not to Implement the Development until the first instalment of the Health Contribution has been paid to the Council pursuant to paragraph 4.1(a) of this schedule.
- 4.3 Not to Occupy Phase 1 until the second instalment of the Health Contribution has been paid to the Council under paragraph 4.1(b) of this schedule PROVIDED THAT this restriction shall not apply where in the absence of a notice from the Council under paragraph 4.1(b) the Owner has in any event paid the second instalment of the Health Contribution to the Council under paragraph 4.1(b).
- 4.4 Not to Implement Phase 2 until the third instalment of the Health Contribution has been paid to the Council under paragraph 4.1(c) of this schedule PROVIDED THAT this restriction shall not apply where in the absence of a notice from the Council under paragraph 4.1(c) the Owner has in any event paid the third instalment of the Health Contribution to the Council under paragraph 4.1(c).
- 4.5 The Council shall not serve on the Owner the notice referred to in paragraph 4.1(c) of this schedule earlier than 1 January 2023.
5. **EMPLOYMENT CONTRIBUTION**
- 5.1 To pay 50% of the Employment Contribution to the Council no later than First Occupation of Phase 3.
- 5.2 Not to First Occupy Phase 3 and any subsequent Phase until 50% of the Employment Contribution has been paid to the Council.
- 5.3 To pay 50% of the Employment Contribution to the Council prior to First Occupation of 2,500 Dwellings.
- 5.4 Not to First Occupy more than 2,500 Dwellings until 100% of the Employment Contribution has been paid to the Council.
6. **AIR QUALITY CONTRIBUTION**
- 6.1 To pay an initial instalment of £150,000 (Indexed) of the Air Quality Contribution to the Council as follows:
- (a) £75,000 (Indexed) no later than First Occupation of Phase 3; and
- (b) £75,000 (Indexed) prior to First Occupation of 2,500 Dwellings.
- 6.2 Not to First Occupy Phase 3 and any subsequent Phase until £75,000 (Indexed) of the Air Quality Contribution has been paid to the Council.
- 6.3 Not to First Occupy more than 2,500 Dwellings until £75,000 (Indexed) of the Air Quality Contribution has been paid to the Council.
- 6.4 To pay a final instalment of £100,000 (Indexed) of the Air Quality Contribution to the Council prior to First Occupation of Phase 9.
- 6.5 Not to First Occupy Phase 9 until the final £100,000 (Indexed) instalment of the Air Quality Contribution has been paid to the Council.

SCHEDULE 5
AFFORDABLE HOUSING

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this schedule 5.
- 1.2 The Affordable Housing Units shall not be less than the Affordable Housing Minimum.
- 1.3 The Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of the Dwellings PROVIDED THAT the tenure split of the Affordable Housing Units accords with the Affordable Housing Target Tenure Split.

2. PROVISION OF AFFORDABLE HOUSING

- 2.1 The Owner hereby covenants with the GLA and the Council:

Phase 1

- (a) to construct and complete the Affordable Housing Units (Phase 1) in accordance with the Planning Permission and the Agreed Mix (Phase 1) in the locations shown on Plan 14A;
- (b) not to First Occupy or permit or suffer First Occupation of more than 75 per cent of the Market Housing Units in Phase 1 until:
 - (i) all of the Affordable Housing Units (Phase 1) have been completed and are ready and available for Occupation as Affordable Housing;
 - (ii) the Owner has transferred the unencumbered freehold of or granted a leasehold interest of not less than 125 years of all Affordable Housing Units (Phase 1) to an Affordable Housing Provider; and
 - (iii) a statement of Service Charges for the Affordable Housing Units (Phase 1) has been prepared in conjunction with the Affordable Housing Provider and submitted for information to the Council;

Outline Phases

- (c) as part of an application for reserved matters approval for each Outline Phase, to submit an updated Affordable Housing Plan under which that Outline Phase will comply with the Phasing Plan, Affordable Housing Minimum, the Affordable Housing Target Tenure Split, the Agreed Size Mix (Outline Phases) and a statement prepared in conjunction with the Affordable Housing Provider setting out estimated Service Charges;
- (d) not to Implement each Outline Phase until an updated Affordable Housing Plan under which that Outline Phase will comply with the Phasing Plan, Affordable Housing Minimum, the Affordable Housing Target Tenure Split, the Agreed Size Mix (Outline Phases) has been approved and a statement prepared in conjunction with the Affordable Housing Provider setting out the estimated Service Charges (for information only) has been reviewed by the Council as part of a reserved matters approval for that Outline Phase;

- (e) to construct and complete the Affordable Housing Units in each Outline Phase in accordance with the Planning Permission and the latest Affordable Housing Plan;
- (f) not to First Occupy or permit or suffer First Occupation of more than 75 per cent of the Market Housing Units in each Outline Phase until:
 - (i) all of the Affordable Housing Units in that Outline Phase have been completed and are ready and available for Occupation as Affordable Housing; and
 - (ii) the Owner has transferred the unencumbered freehold of or granted a leasehold interest of not less than 125 years at a peppercorn rent of all the Affordable Housing Units in that Outline Phase to an Affordable Housing Provider;
- (g) not to First Occupy or permit or suffer First Occupation of more than 60 per cent of the Market Housing Units in either Phases 9 or 10 until:
 - (i) all of the Affordable Housing Units in Phase 11 have been completed and are ready and available for Occupation as Affordable Housing; and
 - (ii) the Owner has transferred the unencumbered freehold of or granted a leasehold interest of not less than 125 years at a peppercorn rent of all the Affordable Housing Units in Phase 11 to an Affordable Housing Provider;
- (h) not to Implement Phase 11 unless the delivery of the Dwellings in Phase 11 will enable the Development to comply with the Affordable Housing Minimum and the Affordable Housing Target Tenure Split;

General

- (i) to ensure that all of the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Planning Permission;
- (j) not to Occupy or permit or suffer the Occupation of any London Affordable Rented Housing Units to be provided as London Affordable Rented Housing until nomination arrangements are in place between the Council and the relevant Affordable Housing Provider(s) in accordance with the Newham Nominations Agreement;
- (k) not to Occupy or permit the Occupation of the Affordable Housing Units for any purpose other than for Affordable Housing;
- (l) to provide the London Affordable Rented Housing Units as London Affordable Rented Housing and not to Occupy these units other than as London Affordable Rented Housing for the life of the Development;
- (m) to provide the London Shared Ownership Housing Units as London Shared Ownership Housing and not to Occupy these units other than as London Shared Ownership Housing for the life of the Development; and
- (n) The Parties agree that any Affordable Housing that is to be delivered on the Development pursuant to a Viability Review will not be delivered on Phase 1.

2.2 The obligations, restrictions and covenants contained in this schedule 5 shall not be binding on and shall cease to apply to:

- (a) any Occupier of any Affordable Housing Unit who has exercised a statutory right to acquire the whole of the freehold or of a leasehold estate of that Affordable Housing Unit under section 180 of the Housing and Regeneration Act 2008 or any other

statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes and that Affordable Housing Unit shall thereafter be free of the obligations, restrictions and covenants contained in this schedule 5; and

- (b) any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Charge) and who has first complied with the provisions of paragraph 3 below.

3. CHARGE IN POSSESSION

3.1 In order to benefit from the protection granted by paragraph 2.2(b) above, a Chargee must:

- (a) prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (i) on the Council by delivery by hand to the Council's offices at London Borough of Newham, Newham Dockside, First Floor West Wing, 1000 Dockside Road, London E16 2QU between 9.30 a.m. and 5 p.m. on a Working Day or using first class registered post to the Council's offices at London Borough of Newham, Newham Dockside, First Floor West Wing, 1000 Dockside Road, London E16 2QU in either case addressed to the Director Regeneration and Planning of the Council (PROVIDED THAT during the Coronavirus pandemic service will be by first class registered post only); and
 - (ii) on the GLA either (A) by delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day or (B) by using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning);
- (b) when serving the Default Notice, provide to the GLA and the Council official copies of the title registers and plans for the relevant Affordable Housing Units; and
- (c) subject to paragraph 3.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.3 below.

3.2 From (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.

3.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) ("**the Buyer**")), the Chargee will grant to the Buyer the Option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition - 2018 Revision) (with any variations that may be agreed in writing between the parties to the Option (acting reasonably));

- (b) the price for the sale and purchase will be agreed in accordance with paragraph 3.4(b) below or determined in accordance with paragraph 3.5 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 3.4(b) below or determined in accordance with paragraph 3.5 below, but subject to paragraph 3.3(d) below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the Buyer to the Chargee that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval; and
 - (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed in writing between the parties to the Option (acting reasonably).

3.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this schedule 5; and
 - (ii) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

3.5 On the date falling 10 Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 3.4(b)(i) above:

- (a) the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;

- (f) the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 3.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations, restrictions and other provisions contained in this schedule 5 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- (a) neither the GLA nor the Council has served an Intention Notice before the expiry of the Intention Notice Period; or
 - (b) the Chargee has executed an agreement to grant the Option in accordance with paragraph 3.3 above and has delivered and unconditionally released that agreement to the Buyer for dating and completion but the Buyer has not entered into that agreement with the Chargee on or before the date on which the Moratorium Period expires; or
 - (c) the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - (d) the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval.
- 3.7 The GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.1 to 3.6 above (inclusive).
- 3.8 If the GLA, TfL or the Council notifies the Owner in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 3.1, references to the old address in paragraph 3.1 and the definition of "Date of Deemed Service" in clause 1.1 shall be read as references to the new address.

4. **SERVICE CHARGES**

- 4.1 The Owner covenants with the GLA and the Council that:
- (a) the Service Charges for the Affordable Housing Units shall only be levied on the items as agreed following consultation between the Affordable Housing Provider and its tenants;
 - (b) the amount of the Service Charges shall be fair and reasonable using reasonable endeavours to keep the service charges as low as possible and no more than the actual cost of the services provided;
 - (c) the Owner will have due regard to the affordability of Service Charges in progressing design and management strategies for the Affordable Housing Units;
 - (d) the Owner shall consult with at least one Affordable Housing Provider prior to commencing and during the design work:
 - (i) for the specification of Phase 1; and

- (ii) on each application for reserved matters approval in respect of each Outline Phase

to ensure that planned maintenance costs are given significant weight in design development in respect of each of the Affordable Housing Units (including the Affordable Housing Units (Phase 1)); and

- (e) the amount of the Service Charges shall not be materially different to the estimate submitted as information with the reserved matters application in accordance with paragraph 2 of this schedule and shall be notified to the Council from the date of first Occupation of an Affordable Housing Unit and annually thereafter.

5. **PUBLIC SUBSIDY**

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following a Viability Review.

6. **MONITORING**

The Owner covenants with the Council to provide annual returns to the Council the first of such return to be submitted not later than one month after First Occupation of the Affordable Housing Units with details of the tenant of each Affordable Housing Unit and its tenure which shall include, where consented to by the individual concerned:

- (a) the Household Income of such purchaser or tenant;
- (b) the ethnicity of such purchaser or tenant (where available);
- (c) the total initial monthly housing costs for each London Affordable Rented Housing Unit, including service and estate charges, but showing such charges as separate figures;
- (d) the location of the purchaser or tenant's previous accommodation by local authority (where available);
- (e) the tenant's present occupation (where available); and
- (f) for each London Shared Ownership Housing Unit, the purchase price of the unit and the percentage equity share bought, and details of all staircasing receipts during that period

PROVIDED THAT such obligation shall not be required where it would be unlawful for the Owner to provide or process the information.

7. **FAMILY HOUSING**

The Owner covenants with the GLA and the Council:

- (a) as part of each application for reserved matters approval for each Outline Phase to submit a statement setting out the mix of the sizes of the Dwellings in the previous Phases and an updated indicative mix of the sizes of the Dwellings in future Phases demonstrating how the Family Housing Requirements will be met;
- (b) to ensure that no applications for reserved matters approval will prejudice the ability of the Development to meet the Family Housing Requirements; and
- (c) not to implement Phase 11 unless the delivery of the Dwellings in Phase 11 will enable the Development to meet the Family Housing Requirements.

SCHEDULE 6

VIABILITY REVIEWS

PART 1: Requirements for updated viability appraisals

The Owner agrees with the GLA and the Council that each Updated Viability Appraisal will comply with the following requirements:

1. BASIS OF EACH REVIEW

- 1.1 Each Updated Viability Appraisal will re-run the base appraisal in the Application Stage Viability Appraisal using the same software with "Day 1" being the date of this Deed.
- 1.2 Each Updated Viability Appraisal will reflect actual costs incurred, current values and actual areas at the Relevant Review Date which will be substituted for the forecasts in the Application Stage Viability Appraisal.
- 1.3 Sufficient detail and evidence shall be provided for all inputs at Updated Viability Appraisal. In particular the "actuals" element recording costs to date will be supported by documents such as final accounts for build contracts, schedules of sold prices which will appear on land registry etc. Where the Council and/or GLA is not satisfied with the information provided they will have the right to inspect invoices / receipts etc. on an open book basis.
- 1.4 All costs and revenues will be reviewed other than land costs which will be fixed.
- 1.5 Assumed percentages for items such as professional fees will be based on the Application Stage Viability Appraisal, with actual costs replacing these percentages where available.
- 1.6 The minimum level of Affordable Housing is the Affordable Housing Minimum.
- 1.7 In the interests of transparency all Development Viability Information provided to the Council and the GLA pursuant to the requirements of this Deed shall be provided on an open book basis and shall be made publicly accessible except where otherwise provided by law.

2. GENERAL ASSUMPTIONS

- 2.1 Benchmark land value will be fixed at £103m save that, if any part of the land costs are incurred after Day 1, they will be subject to indexation by reference to an average of the changes in the House Price Index and the BCIS All-in Tender Price Index (or, if either index ceases to be maintained, by reference to such other equivalent index as may be agreed with the GLA, Council and the Owner).
- 2.2 Target internal rate of return is fixed at Target IRR.
- 2.3 Assumptions regarding gross external areas, gross internal areas, net internal areas and net saleable areas will be as set out in the Application Stage Viability Appraisal unless otherwise agreed in writing by the GLA and the Council.
- 2.4 Subject to paragraph 2.5, the following costs inputs within the Application Stage Viability Appraisal shall be fixed for each Viability Review:

Acquisition costs (applied to commercial element of scheme only)	6.8%
Professional fees (to include planning, design, cost consultancy)	9%
Commercial letting agent and legal (based on annual rent)	15%

Commercial sales agent and legal (based on capital value)	1.5%
Residential sales (based on capital value)	2%
Residential marketing (based on capital value)	1%
Residential legal (based on capital value)	0.5%
Finance	6.5%

2.5 The percentages set out in paragraph 2.4 above may be adjusted at the request of either the Owner or the Council in the event that the Owner evidences as part of any Updated Viability Appraisal that the percentages are more than 1% higher or lower than actual costs incurred and any disagreement in dispute shall be referred to dispute resolution under paragraph 23 of this schedule 6.

3. **COSTS**

3.1 Eligible plot costs shall comprise all construction costs associated with building and completion of a Plot.

3.2 Site-wide infrastructure costs will be inputted as a separate Plot and will comprise all construction costs associated with building and completion of the site wide infrastructure, which shall include:

- (a) all landscaped public open space;
- (b) roadways, cycle paths, footpaths (that provide access to more than one Plot);
- (c) services/utilities/drainage;
- (d) Energy Centre;
- (e) reprofiling of the Site; and
- (f) Site remediation.

3.3 Costs that are both Site-wide and Plot-specific must not be double counted.

3.4 Ineligible costs are set out in annex 1 to this schedule 6 and include development management fees, developer overheads (including both master developer's and plot developer's costs) and joint venture costs.

3.5 Actual costs will be supported by evidence including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Owner's quantity surveyor, costs consultant or agent.

4. **VALUES**

4.1 The revenues and timings of receipts for Affordable Housing Units will be evidenced through Market Value where the relevant units are not disposed to an Affordable Housing Provider through an arms-length transaction between the Affordable Housing Provider and the Owner.

4.2 The Primary School will be assumed to have nominal value.

5. **AREAS**

To the extent Phases and/or Buildings have reserved matters approval, actual floor areas should be substituted for estimated areas.

Part 2: Application of Surplus

6. **APPLICATION OF SURPLUS**

- 6.1 Subject to paragraph 1.3 of schedule 5, the Owner agrees with the GLA and the Council that, if a Surplus Arises under a Viability Review, the Affordable Housing Minimum will be increased and, in the case of the Late Stage Review, the Late Stage Review Contribution will be calculated in accordance with this paragraph 6.
- 6.2 In the case of the Early Stage Review, the increase to the Affordable Housing Minimum must be equivalent to the increase in the number of Affordable Housing Units (at the tenure split specified below) that is required in order for the internal rate of return in the approved Updated Viability Appraisal to reduce to the Target IRR. This has the effect of applying all of the surplus to Affordable Housing.
- 6.3 In the case of the Mid-Stage Review 1, the Mid-Stage Review 2 and the Lack of Progress Review, the increase to the Affordable Housing Minimum must be equivalent to the increase in the number of Affordable Housing Units (at the tenure split specified below) that is required in order for the internal rate of return in the approved Updated Viability Appraisal to reduce to the Adjusted IRR, defined below. The effect of using the Adjusted IRR rather than the Target IRR is to apply 60 per cent of the surplus, for the Mid-Stage Review 1 and the Mid-Stage Review 2, and 80 per cent of the surplus, for the Lack of Progress Review, to Affordable Housing.
- 6.4 If any required increase in Affordable Housing Units under paragraphs 6.2 and 6.3 is not a whole number of units then anything less than 0.5 will be rounded down to the next whole number and any anything greater than or equal to 0.5 will be rounded up to the next whole number.
- 6.5 The tenure split of the Affordable Housing Units to be added to each Updated Viability Appraisal must be such that, after taking into account these units, the Development would continue to comply with the Affordable Housing Target Tenure Split.
- 6.6 The new Affordable Housing Units that are to be provided as London Affordable Rented Housing should also be provided as Family Housing unless justification as to why this is not possible can be provided to the GLA's and the Council's satisfaction.
- 6.7 The new Affordable Housing Units must be shown in an updated Affordable Housing Plan.
- 6.8 In the case of the Late Stage Review, the amount of the Late Stage Review Contribution is the amount of the payment to the Council that is required to be added to the approved Updated Viability Appraisal (assuming that this payment is made on the Late Stage Review Date or, if agreed in writing between the Owner, the Council and the GLA, in accordance with an instalment payment schedule) in order for the internal rate of return in the approved Updated Viability Appraisal to reduce to the Adjusted IRR. The effect of using the Adjusted IRR, rather than the Target IRR, is to convert 60 per cent of the surplus to the Late Stage Review Contribution.
- 6.9 **"Adjusted IRR"** means a hypothetical internal rate of return **"A"** as calculated by the following formula:

$$A = B\% \times (C - D) + D$$

where:

"A" cannot be lower than the Target IRR

"B" is 40 where this calculation is for the Mid-Stage Review 1, the Mid-Stage Review 2 and the Late Stage Review and 20 for the Lack of Progress Review;

"C" is the relevant Review Stage IRR; and

"D" is the Target IRR;

Part 3: Early Stage Review

7. EARLY STAGE REVIEW TRIGGER

7.1 The Owner shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

7.2 No later than five Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

7.3 Following the Owner's notification pursuant to paragraph 7.1, the Owner shall afford the GLA and the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:

- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation; and
- (c) at all times be accompanied by the Owner or its agent.

7.4 No later than 20 Working Days after the GLA and the Council receives:

- (a) notice pursuant to paragraph 7.1; or
- (b) if the GLA or the Council makes a request under paragraph 7.2, the additional documentary evidence

the Council (and, if it elects to do so, the GLA) shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council (and, if the GLA has inspected the Site, the GLA) considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

7.5 Subject to paragraph 7.6 below, if the Council or the GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved then paragraphs 7.1 to 7.6 (inclusive) shall continue to apply mutatis mutandis until the Council (and, if the GLA has elected to inspect the Site, the GLA) has notified the Owner pursuant to paragraph 7.4 that Substantial Implementation has been achieved.

7.6 If the GLA elects to inspect the Site, its decision as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation

Target Date (as notified to the Owner under paragraph 7.4 above) shall override the Council's decision in relation to the same (if any).

- 7.7 The Owner shall not Occupy the Development or any part thereof until:
- (a) the GLA (or, only if the GLA has not elected to inspect the Site, the Council) has notified the Owners pursuant to paragraph 7.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
 - (b) the GLA has confirmed in writing pursuant to paragraph 9.9 its agreement with the Council that no Surplus Has Arisen; or
 - (c) if the GLA has confirmed in writing pursuant to paragraph 9.9 that a Surplus Has Arisen, the GLA has confirmed pursuant to paragraph 9.9 its approval of an Additional Affordable Housing Statement.

8. **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 7.4):

- (a) the Owner shall submit to the GLA and the Council the Development Viability Information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 7.4 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available; and
- (b) paragraph 9 shall apply.

9. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

9.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owner.

9.2 The Council may appoint an External Consultant to assess the Development Viability Information subject to paragraph 9.10 of this schedule 6 to this Deed PROVIDED THAT:

- (a) the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
- (b) any External Consultant so appointed will report to the Council:
 - (i) not later than 20 Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 9.3 below; or
 - (ii) not later than 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 9.4 below, if a request is made under paragraph 9.3 below.

9.3 Not later than 20 Working Days after submission of the information under paragraph 9.1 above the Council and/or an External Consultant (and/or the GLA if it has elected to review the Development Viability Information) may request in writing from the Owner further information or supporting evidence for the relevant Development Viability Information.

9.4 The Owner shall provide any reasonably required information to the Council or the External Consultant or the GLA (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 9.3 above.

9.5 The process in paragraphs 9.3 and 9.4 may be repeated until the Council and/or the External Consultant or the GLA (as applicable) has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 9.2(b)(ii), 9.3, 9.4 and 9.6(b) restarting accordingly.

9.6 Not later than:

(a) 35 Working Days from the Development Viability Information above, if no request is made under paragraph 9.3 above; or

(b) 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 9.4 above, if a request is made under paragraph 9.3 above

the Council shall notify the GLA and the Owners in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.

9.7 Where the Council concludes that a Surplus Has Arisen but the Owner's initial submission concluded otherwise or if any part of the Additional Affordable Housing Statement submitted is not approved by the Council, the Owner shall provide an Additional Affordable Housing Statement to the Council (with a copy to the GLA) for approval by the Council (such approval not to be unreasonably withheld or delayed) within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 9.6.

9.8 If an Additional Affordable Housing Statement is submitted to the Council pursuant to paragraph 9.7 above, the Council shall notify the GLA and the Owners in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Statement is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Statement is not approved, paragraph 9.7 and this paragraph 9.8 shall continue to apply *mutatis mutandis*.

9.9 If the GLA elects to review the Development Viability Information then no later than 15 Working Days after receipt of the Council's notification under paragraph 9.6 above or, if later, the Council's notification under paragraph 9.8 above, the GLA may make representations on the Council's intended decision in paragraphs 9.6 and/or 9.8 as soon as reasonably practicable after receiving notice of that intended decision and the GLA (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owners and the Council and if the GLA disagrees with the Council's intended decision:

(a) it shall provide reasons to which the Owner and the Council shall have regard and take into account;

(b) if required by the Council, the Owner shall submit, or re-submit, an Additional Affordable Housing Statement for approval by the Council, not later than 20 Working Days after the GLA's representation pursuant to this paragraph 9.9;

(c) where paragraph 9.9(b) applies, the Council shall notify the GLA and the Owner in writing of its decision as to whether the re-submitted Additional Affordable Housing Statement is approved not later than 20 Working Days after the Owner's submission pursuant to paragraph 9.9(b) above; and

(d) this paragraph 9.9 shall apply *mutatis mutandis* until such time as the Council is satisfied with the Development Viability Information, any Additional Affordable

Housing Statement and whether a Surplus Has Arisen and the same is approved by the Council.

- 9.10 Where the Council does not have internal resource to review Development Viability Information and appoints an External Consultant to review the Development Viability Information on its behalf, the Owner shall pay to the Council the reasonable and proper costs of appointing the External Consultant PROVIDED THAT:
- (a) such costs are agreed in advance between the Owner and the Council;
 - (b) the Council shall not be obliged to consider the relevant report until such costs are agreed; and
 - (c) such payment shall be made within 25 Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.
- 9.11 Where the GLA elects to review the Development Viability Information the Owner shall pay the GLA's costs of so doing by way of a fixed fee of £5,000 (Indexed) within 20 Working Days of receipt of a written request for payment.

Part 4: Mid-Stage Review 1

10. MID-STAGE REVIEW 1 TRIGGER

The Owner shall notify the GLA and the Council in writing of the anticipated Mid-Stage Review 1 Date not less than 20 Working Days in advance of that date.

11. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION

Not later than 20 Working Days after the Mid-Stage Review 1 Date notified to the GLA and the Council pursuant to paragraph 10, the Owner shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

12. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

- 12.1 The Council shall (and the GLA may) assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 9 of this schedule 6 to this Deed.
- 12.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 1 Date has not occurred, the Council (acting reasonably) may require the Owner to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 1 Date (as determined by the Council).
- 12.3 The Owner shall not First Occupy or permit or suffer First Occupation of the Market Housing Units in Phase 5 until the Council has approved the Development Viability Information under paragraph 12.1 of this schedule.
- 12.4 The Owners shall pay the GLA's and the Council's costs in accordance with paragraphs 9.10 and 9.11 of this schedule.

Part 5: Mid-Stage Review 2

13. MID-STAGE REVIEW 2 TRIGGER

The Owner shall notify the GLA and the Council in writing of the anticipated Mid-Stage Review 2 Date not less than 20 Working Days in advance of that date.

14. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION

Not later than 20 Working Days after the Mid-Stage Review 2 Date notified to the GLA and the Council pursuant to paragraph 13, the Owner shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

15. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

15.1 The Council shall (and the GLA may) assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 9 of this schedule 6 to this Deed.

15.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 2 Date has not occurred, the Council (acting reasonably) may require the Owner to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 2 Date (as determined by the Council).

15.3 The Owner shall not First Occupy or permit or suffer First Occupation of the Market Housing Units in Phase 8 until the Council has approved the Development Viability Information under paragraph 15.1 of this Schedule.

15.4 The Owners shall pay the GLA's and the Council's costs in accordance with paragraphs 9.10 and 9.11 of this schedule.

Part 6: Lack of Progress Review

16. LACK OF PROGRESS REVIEW TRIGGER

16.1 The Owner shall notify the GLA and the Council in writing of the Appropriate Progress Actual Date no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis including a certificate of practical completion to enable the GLA and the Council to independently assess whether the Appropriate Progress Actual Date has occurred and whether it occurred on or before the Appropriate Progress Target Date.

16.2 No later than five Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether the Appropriate Progress Actual Date has occurred and whether it occurred on or before the Appropriate Progress Target Date.

16.3 Following the Owner's notification pursuant to paragraph 16.1, the Owner shall afford the GLA and the Council access to the Site to inspect and assess whether the Appropriate Progress Actual Date has occurred PROVIDED ALWAYS THAT the GLA and the Council shall:

- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation; and

- (c) at all times be accompanied by the Owner or its agent.
- 16.4 No later than 20 Working Days after the GLA and the Council receives
- (a) notice pursuant to paragraph 16.1; or
 - (b) if the GLA or the Council makes a request under paragraph 16.2, the additional documentary evidence
- the Council shall, and the GLA may, provide written confirmation to the Owner as to whether or not the Council considers that the Appropriate Progress Actual Date has occurred and whether it occurred on or before the Appropriate Progress Target Date.
- 16.5 Subject to paragraph 16.6 below, if the Council or the GLA notifies the Owner that the Council or the GLA considers that the Appropriate Progress Actual Date has not occurred then paragraph 16.1 to 16.6 (inclusive) shall continue to apply mutatis mutandis until the Council or the GLA has notified the Owner pursuant to paragraph 16.4 that the Appropriate Progress Actual Date has occurred.
- 16.6 If the GLA elects to provide confirmation under paragraph 16.4, its decision as to whether the Appropriate Progress Actual Date has occurred and whether it occurred on or before the Appropriate Progress Target Date (as notified to the Owner under paragraph 16.4 above) shall override the Council's decision in relation to the same (if any).
- 16.7 The Owner shall not First Occupy or permit or suffer First Occupation of more than 2,000 Dwellings until:
- (a) the GLA (or, only if the GLA has not provided confirmation under paragraph 16.4, the Council) has notified the Owners pursuant to paragraph 16.4 that the Appropriate Progress Actual Date has occurred and that it occurred on or before the Appropriate Progress Target Date;
 - (b) the GLA has confirmed in writing pursuant to paragraph 16.4 its agreement with the Council that no Surplus Has Arisen; or
 - (c) if the GLA has confirmed in writing pursuant to paragraph 16.4 that a Surplus Has Arisen, the GLA has confirmed pursuant to paragraph 16.4 its approval of an Additional Affordable Housing Statement.
- 16.8 The Owner may request in writing from the GLA an extension of the Appropriate Progress Target Date by not more than one calendar year if it produces evidence to the GLA that the occurrence of the Appropriate Progress Actual Date has been delayed by unforeseen circumstances outside of the Owner's control and that the Owner has taken adequate steps to mitigate the impact of those circumstances.
- 16.9 If the GLA is satisfied (acting reasonably) with the evidence produced under paragraph 16.8 above, it may confirm in writing to the Owner (with a copy to the Council) that the Appropriate Progress Target Date will be extended by not more than one calendar year to include the time period which has elapsed as a direct result of the delay, such time period to be determined by the GLA in its sole and absolute discretion.

17. **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

Where the Appropriate Progress Actual Date has not occurred on or before the Appropriate Progress Target Date (as determined by the Council or the GLA under paragraph 16.4) (subject to paragraph 16.6 above):

- (a) the Owner shall submit to the GLA and the Council the Development Viability Information no later than 20 Working Days after the date on which the Owner is

notified pursuant to paragraph 16.4 that the Appropriate Progress Actual Date has occurred, on the basis that the Council and the GLA may make such information publicly available; and

(b) paragraph 18 shall apply.

18. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

18.1 The Council shall (and the GLA may) assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 9 of this schedule 6 to this Deed.

18.2 The Owners shall pay the GLA's and the Council's costs in accordance with paragraphs 9.10 and 9.11 of this schedule.

Part 7: Late Stage Review

19. **LATE STAGE VIABILITY REVIEW TRIGGER**

The Owner shall notify the GLA and the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

20. **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

No later than 20 Working Days after the Late Stage Review Date notified to the GLA and the Council, the Owner shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

21. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

21.1 The Council shall assess the Development Viability Information and assess whether a Late Stage Review Contribution is payable subject to the Late Stage Review Cap and, if so, how much and the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Owners.

21.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:

(a) the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and

(b) any External Consultant so appointed will report to the Council:

(i) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information, if no request is made under paragraph 21.3 below; or

(ii) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 21.4 below, if a request is made under paragraph 21.3 below.

21.3 Not later than 20 Working Days after submission of the Development Viability Information the Council and/or an External Consultant (and/or the GLA if it has elected to review the Development Viability Information) may request in writing from the Owner further information or supporting evidence of the Development Viability Information.

- 21.4 The Owner shall provide any reasonably required information the Council or the External Consultant or the GLA (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 21.3 above.
- 21.5 The process in paragraphs 21.3 and 21.4 may be repeated until the Council and/or the External Consultant or the GLA (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required subject to the Late Stage Review Cap, with the periods in paragraphs 21.2(b)(ii), 21.3, 21.4 and 21.7(b) restarting accordingly.
- 21.6 If the Council and/or External Consultant or GLA (as applicable) determines following receipt of the Development Viability Information that the Late Stage Review Date has not occurred, the GLA and/or the Council (each acting reasonably) may require the Owner to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Late Stage Review Date (as determined by the GLA and/or Council).
- 21.7 Not later than:
- (a) 35 Working Days from the latest submission of the Development Viability Information, if no request is made under paragraph 21.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of any information provided to the Council pursuant to paragraph 21.4 above, if a request is made under paragraph 21.3 above
- the Council shall notify the GLA and the Owners in writing of its intended decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 21.8 If the GLA has elected to review the Development Viability Information, no later than 15 Working Days after receipt of the Council's notification under paragraph 21.7 above, the GLA shall provide representations to the Council and the Owner on the Council's intended decision in paragraph 21.7 as soon as reasonably practicable after receiving notice of that intended decision, such representation to include, if the GLA disagrees with the amount of the Late Stage Review Contribution determined by the Council, the GLA's view as to the amount of the Late Stage Review Contribution and the GLA (acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Owner and the Council.
- 21.9 If the GLA provides representations to the Council pursuant to paragraph 21.8:
- (a) the Council shall have regard and take into account such representations before notifying the Owner in writing whether a Late Stage Review Contribution is payable and the amount of such contribution;
 - (b) the Owner shall pay the Late Stage Review Contribution (as determined by the Council) to the Council within 40 Working Days of the date on which such notice is received; and
 - (c) the Owner shall not Occupy more than 85 per cent of the Dwellings until the Late Stage Review Contribution (as determined by the Council) has been paid in full to the Council.
- 21.10 The Owners shall pay the GLA's and the Council's costs in accordance with paragraphs 9.10 and 9.11 of this schedule.
- 21.11 The Owners shall not Occupy more than 85 per cent of the Dwellings until the Council has notified the Owner in writing of its decision pursuant to paragraph 21.8 as to whether any Late Stage Review Contribution is required.

- 21.12 The Late Stage Review Contribution shall not be higher than the Late Stage Review Cap, and in the event that the Late Stage Review Contribution is greater than the Late Stage Review Cap then the Late Stage Review Contribution shall be deemed to be reduced to a sum that is equal to the Late Stage Review Cap (but shall not be less than zero).

Part 8: Miscellaneous

22. MONITORING

The Council covenants with the GLA to report to the GLA through the London Development Database any changes in the tenure or affordability of the Affordable Housing Units as soon as reasonably practicable after each approval by the GLA of an Additional Affordable Housing Statement in connection with any relevant Viability Review.

23. DISPUTE RESOLUTION

23.1 Subject to the following sub-paragraphs, the Owner, the GLA or the Council may refer any question, calculation or determination under this schedule 6 to an expert pursuant to clause 13 (and subject to the provisions of clause 13) in the event of a dispute as to that question, calculation or determination PROVIDED THAT that expert's decision shall relate solely to that question, calculation or determination and shall not prejudice the GLA's or the Council's right to make any other determination under this schedule 6.

23.2 For the purposes of any dispute relating to any question, calculation or determination under this schedule 6 that is referred to an expert under clause 13:

- (a) clauses 13.1 and 13.2 shall not apply;
- (b) the Council shall, with the GLA's agreement, nominate to act as the expert three independent and suitable persons holding appropriate professional qualifications and with at least 10 post-qualification years' experience in the relevant matters that are in dispute;
- (c) the Owner shall choose one of those three persons to act as the expert;
- (d) if the person chosen by the Owner is unable or unwilling to act as the expert, the Owner shall choose another person from the Council's list;
- (e) if all three persons on the Council's list are unable to act as the expert, the process in sub-paragraphs 23.2(b)-(c) shall repeat and sub-paragraph 23.2(d) and this sub-paragraph 23.2(e) shall apply mutatis mutandis; and
- (f) the expert shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares.

ANNEX 1 to schedule 6

Ineligible Costs

The following costs are considered to be included within the Developer's Return and cannot be included within the Updated Viability Appraisal as Development Costs.

This list is not exhaustive but serves to illustrate the type of costs that cannot be included as they are considered Developer's Overheads. For a cost to be considered 'ineligible', must not directly relate to the delivery of the construction of the development.

- Staff salaries (apart from that directly relate to the supervision and delivery of construction work if carried out by the Developer's staff rather than external surveyors).
- Supervision of staff and contractors (where this is an internal staff supervisory role, not an external consultant).
- Staff Training (apart from construction related training).
- Insurance (apart from any necessary insurance relation to the development site).
- Office costs (rent, maintenance, refurbishments or alterations, security, lighting, heating, cooling, telephone and internet services, couriers, equipment, general office supplies).
- Taxes.
- Finance costs or interest payments.
- Accounting costs.
- Legal fees (apart from legal fees that relate to the construction, demolition or delivery of the development).
- Depreciation.
- Advertising.
- Consulting services (apart from any consulting services incorporated within the professional fees that relate planning or construction of the development).

ANNEX 2 to schedule 6

Formula for calculating late stage review cap

X = Late Stage Review Cap

X = $((A * D) - (B * D)) * E + ((A * D) - (C * D)) * F$

Where:

A = Average Market Housing Value (£)

B = Average Low Cost Rented Housing Value (£)

C = Average London Shared Ownership Housing Value (£)

D = 23 m², being the average Habitable Room size for the Development

E = [●]¹ Habitable Rooms, being the shortfall in London Affordable Rented Housing (by Habitable Room) to be provided against the target requirement to provide 30 per cent (by Habitable Room) of the Dwellings as London Affordable Rented Housing

F = [●]² Habitable Rooms, being the shortfall in London Shared Ownership Housing (by Habitable Room) to be provided against the target requirement to provide 20 per cent (by Habitable Room) of the Dwellings as London Shared Ownership Housing

¹ To be calculated as at the Late Stage Review Date. The number of Habitable Rooms of London Affordable Rented Housing "to be provided" is the number required to be provided under this Deed as calculated by reference to the Affordable Housing Minimum and Affordable Housing Target Tenure Split.

² To be calculated as at the Late Stage Review Date. The number of Habitable Rooms of London Shared Ownership Housing "to be provided" is the number required to be provided under this Deed as calculated by reference to the Affordable Housing Minimum and Affordable Housing Target Tenure Split.

ANNEX 3 to schedule 6
Application stage viability appraisal

Thameside West
Application Stage Viability Appraisal 28.07.20

Appraisal Summary for Merged Phases 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
Plot A - LAR	71	46,813	200.00	131,868	9,362,600
Plot A - LSO	124	101,451	500.00	409,077	50,725,500
Plot B - Private	206	158,608	716.70	551,817	113,674,354
Plot D - LAR	114	100,816	200.00	176,870	20,163,200
Plot D - LSO	92	65,445	500.00	355,679	32,722,500
Plot C - Private	145	94,120	797.42	517,607	75,052,977
Plot E - Private	126	70,687	803.16	450,579	56,772,971
Plot E - LSO	141	106,101	500.00	376,245	53,050,500
Plot F - Private	326	215,194	792.59	523,194	170,561,393
Plot G - Private	320	210,565	833.35	548,357	175,474,343
Plot J - Private	218	143,646	832.88	548,809	119,640,455
Plot M - Private	205	133,689	836.39	545,448	111,816,790
Plot N - Private	313	205,980	832.95	548,151	171,571,126
Plot Q - Private	185	136,574	755.75	557,924	103,215,996
Plot Q - LSO	33	32,636	500.00	494,485	16,318,000
Plot S - Private	434	285,547	812.62	534,657	232,041,203
Plot S - LSO	141	126,499	500.00	448,578	63,249,500
Plot R - Private	542	351,423	838.24	543,498	294,575,963
Plot T - LAR	423	282,243	200.00	133,448	56,448,600
Plot U - Private	70	40,903	772.08	451,148	31,580,388
Plot U - LSO	82	67,512	500.00	411,659	33,756,000
Plot U - LAR	45	41,657	200.00	185,142	8,331,400
Plot H - LAR	143	110,309	200.00	154,278	22,061,800
Plot K - Private	104	81,322	780.51	610,314	63,472,634
Plot K - LAR	103	102,032	200.00	198,120	20,406,400
Plot L - Private	106	72,765	782.43	537,109	56,933,519
Plot L - LAR	105	106,273	200.00	202,425	21,254,600
Plot P - LSO	83	62,765	500.00	378,102	31,382,500
Totals	5,000	3,553,575			2,215,617,212

Rental Area Summary

	Units	ft²	Rent Rate ft²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Plot A - Industrial	1	19,257	16.50	317,741	317,741	317,741
Plot B - Retail	1	2,131	20.00	42,620	42,620	42,620
Plot B - Industrial	1	16,803	16.50	277,250	277,250	277,250
Plot D - Industrial	1	8,514	15.00	127,710	127,710	127,710
Plot G - Retail	1	12,755	20.00	255,100	255,100	255,100
Plot J - Retail	1	4,230	20.00	84,600	84,600	84,600
Plot N - Retail	1	4,672	20.00	93,440	93,440	93,440
Plot Q - Retail	1	5,382	20.00	107,640	107,640	107,640
Whole scheme - additional residential income	3,300	3,300	500.00	500	1,650,000	1,650,000
Plot S - Retail	1	22,142	20.00	442,840	442,840	442,840
Plot R - Retail	1	11,087	20.00	221,740	221,740	221,740
Plot T - Retail	1	5,113	20.00	102,260	102,260	102,260
Plot U - Retail	1	7,513	20.00	150,260	150,260	150,260
Industrial Site - Ground Floor	1	37,590	20.00	751,800	751,800	751,800
Industrial Site - 1st Floor	1	43,590	15.00	653,850	653,850	653,850
Industrial Site - 2nd Floor	1	43,590	15.00	653,850	653,850	653,850
Totals	3,315	247,669			5,932,700	5,932,700

Investment Valuation

Plot A - Industrial					
Market Rent (6mths Rent Free)	317,741	YP @ PV 6mths @	4.2500% 4.2500%	23.5294 0.9794	7,322,268
Plot B - Retail					
Market Rent (6mths Rent Free)	42,620	YP @ PV 6mths @	6.0000% 6.0000%	16.6667 0.9713	689,937
Plot B - Industrial					
Market Rent (6mths Rent Free)	277,250	YP @ PV 6mths @	4.2500% 4.2500%	23.5294 0.9794	6,389,161
Plot D - Industrial					
Market Rent (6mths Rent Free)	127,710	YP @ PV 6mths @	4.2500% 4.2500%	23.5294 0.9794	2,943,052
Plot G - Retail					
Market Rent (6mths Rent Free)	255,100	YP @ PV 6mths @	6.0000% 6.0000%	16.6667 0.9713	4,129,584
Plot J - Retail					
Market Rent (6mths Rent Free)	84,600	YP @ PV 6mths @	6.0000% 6.0000%	16.6667 0.9713	1,369,513
Plot N - Retail					
Market Rent (6mths Rent Free)	93,440	YP @ PV 6mths @	6.0000% 6.0000%	16.6667 0.9713	1,512,616

**Thameside West
Application Stage Viability Appraisal 28.07.20**

Plot Q - Retail						
Market Rent	107,640	YP @	6.0000%	16.6667		
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	1,742,487	
Whole scheme - additional residential income						
Current Rent	1,650,000	YP @	5.0000%	20.0000	33,000,000	
Plot S - Retail						
Market Rent	442,840	YP @	6.0000%	16.6667		
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	7,168,737	
Plot R - Retail						
Market Rent	221,740	YP @	6.0000%	16.6667		
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	3,589,549	
Plot T - Retail						
Market Rent	102,260	YP @	6.0000%	16.6667		
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	1,655,395	
Plot U - Retail						
Market Rent	150,260	YP @	6.0000%	16.6667		
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	2,432,424	
Industrial Site - Ground Floor						
Market Rent	751,800	YP @	4.2500%	23.5294		
(6mths Rent Free)		PV 6mths @	4.2500%	0.9794	17,325,084	
Industrial Site - 1st Floor						
Market Rent	653,850	YP @	4.2500%	23.5294		
(6mths Rent Free)		PV 6mths @	4.2500%	0.9794	15,067,846	
Industrial Site - 2nd Floor						
Market Rent	653,850	YP @	4.2500%	23.5294		
(6mths Rent Free)		PV 6mths @	4.2500%	0.9794	15,067,846	
Total Investment Valuation					121,405,497	
GROSS DEVELOPMENT VALUE					2,337,022,709	
Purchaser's Costs				(7,729,938)		
Effective Purchaser's Costs Rate				6.80%		
					(7,729,938)	
NET DEVELOPMENT VALUE					2,329,292,771	
NET REALISATION					2,329,292,771	
OUTLAY						
ACQUISITION COSTS						
Fixed Price	103,000,000					
Fixed Price			103,000,000		103,000,000	
Other Acquisition						
Acquisition Costs		6.8000%	7,004,000		7,004,000	
CONSTRUCTION COSTS						
Construction	ft²	Build Rate	ft²	Cost		
Plot A	240,823	340.50		81,999,613		
Plot B	237,378	322.47		76,547,235		
Plot D	280,467	211.23		59,243,632		
Plot C	119,470	263.98		31,537,662		
Plot E	265,623	233.68		62,071,454		
Plot F	317,323	244.29		77,519,776		
Plot G	319,099	241.26		76,987,390		
Plot J	196,723	271.24		53,358,293		
Plot M	195,399	255.84		49,990,404		
Plot N	287,549	249.35		71,699,768		
Plot Q	280,639	203.88		57,215,351		
Plot S	583,032	217.79		126,976,399		
Plot R	493,250	247.35		122,005,502		
Plot T	410,593	212.24		87,146,242		
Plot U	280,305	187.90		52,669,652		
Plot H	160,782	223.47		35,929,541		
Plot K	253,729	232.12		58,894,622		
Plot L	253,729	236.70		60,058,748		
Plot P	103,098	318.84		32,871,819		
Plot V - Industrial	153,386	79.99		12,269,848		
Totals	5,432,397 ft²			1,286,992,951		
S106				40,000,000		
Mayoral CIL				7,955,967		
Borough CIL				30,800,994		
					1,365,749,912	

Thameside West**Application Stage Viability Appraisal 28.07.20****Other Construction**

Landscaping - Landings & Parkside		17,706,093	
Landscaping - The Quays		12,223,755	
Landscaping - Riverside Quarter		24,987,315	
Landscaping - Central Spine		9,389,035	
Demolition		7,200,000	
Energy Centre		21,950,000	
Reprofiling/Decontamination		11,500,000	
Fit Out: School, Nursery, Community		14,000,000	
Risk allowance - Silvertown Tunnel		3,000,000	
			121,956,198

PROFESSIONAL FEES

Professional fees	9.00%	125,701,137	
Professional fees	9.00%	1,104,286	
			126,805,423

DISPOSAL FEES

Commercial Letting Agent & Legal	15.00%	600,818	
Commercial Sales Agent & Legal	1.50%	1,148,986	
Resi Sales Agent - Exchange	1.00%	17,763,841	
Resi Sales Agent - Completion	1.00%	17,763,841	
Resi Sales Legal - Exchange	0.25%	4,440,960	
Resi Sales Legal - Completion	0.25%	4,440,960	
Residential Marketing	1.00%	17,763,841	
Sales Agent Fee	1.00%	308,989	
Sales Legal Fee	0.50%	154,494	
			64,386,730

FINANCE

Debit Rate 6.500%, Credit Rate 0.000% (Effective)			
Total Finance Cost			176,185,791

TOTAL COSTS**1,965,088,055****PROFIT****364,204,716****Performance Measures**

Profit on Cost%	18.53%
Profit on GDV%	15.58%
Profit on NDV%	15.64%
IRR% (without Interest)	12.13%

SCHEDULE 7

PRIMARY SCHOOL

1. TEMPORARY PRIMARY EDUCATION MITIGATION

The Owner hereby covenants with the GLA and the Council as follows:

- 1.1 To prepare and submit the Primary Education Mitigation Plan to the Council for approval prior to the Implementation of any Outline Phase.
- 1.2 Not to Implement any Outline Phase until the Primary Education Mitigation Plan has been approved by the Council.
- 1.3 Subject to paragraph 1.5 below, not to Implement any Outline Phase unless and until the Primary Education Contribution (Outline Element) has been paid to the Council.
- 1.4 Where the approved Primary Education Mitigation Plan directs that off-site mitigation is not capable of addressing some or all of the Primary School Yield arising from the Outline Element and that mitigation located on the Site is necessary, not to First Occupy any Outline Phase unless and until the measures to mitigate the Primary School Yield arising from that Phase as documented in the approved Primary Education Mitigation Plan have been delivered and made available for beneficial use.
- 1.5 Where on-site mitigation is required to mitigate Primary School Yield for an Outline Phase pursuant to paragraph 1.4 there shall be no requirement to pay a Primary Education Contribution (Outline Element) pursuant to paragraph 1.3 in respect of that Outline Phase.

2. PRIMARY SCHOOL

The Owner and the Council covenant with each other as follows:

- 2.1 The Owner and the Council shall use reasonable endeavours to agree with the Council and/or any Primary School Provider a process for the mutual co-operation and collaboration for production of the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme to include:
 - (a) the timeframes for production of the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme;
 - (b) attendance at regular meetings to discuss the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme;
 - (c) provision to the Council and/or any Primary School Provider of all relevant information and material (including copies of drawings) in respect of the Primary School Specification and Fit Out;
 - (d) regular progress updates; and
 - (e) having regard to the Council's and/or Primary School Provider's reasonable comments on the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme and, where appropriate, incorporate such comments into the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme.

- 2.2 The Owner shall not Commence Phase 9 until the Primary School Design Document, the Primary School Parking Management Scheme and the Sports Hall Community Use Scheme have been agreed.
- 2.3 The Owner shall within no more than six months from the date on which Primary School Design Document is agreed serve on the Council:
- (a) an offer to grant the Primary School Lease to the Primary School Provider;
 - (b) a draft of the Primary School AfL and a draft of the Primary School Lease; and
 - (c) the Primary School Specification and Fit Out;
 - (d) the agreed Primary School Design Document;
 - (e) the agreed Primary School Parking Management Scheme;
 - (f) the agreed Sports Hall Community Use Scheme;
 - (g) service charge details (including details of services covered by the charge); and
 - (h) a development programme for the construction of the Primary School in accordance with the Primary School Specification and Fit Out.
- 2.4 The Owner shall not Commence Phase 9 until an offer has been served on the Council pursuant to paragraph 2.3.
- 2.5 The Council shall within no more than six months from the date of service of the offer and documents outlined in paragraph 2.3 by the Owner confirm whether the offer is accepted.
- 2.6 Where an offer made pursuant to paragraph 2.3 is accepted in accordance with paragraph 2.5 the Owner and the Primary School Provider shall use reasonable endeavours to agree and enter into the Primary School AfL (which shall append the Primary School Lease, Primary School Specification and Fit Out, agreed Primary School Design Document and agreed Sports Hall Community Use Scheme) within 12 months of the date on which the offer was accepted.
- 2.7 Where an offer made pursuant to paragraph 2.3 is not accepted, the Owner shall in consultation with the Department for Education and the Council, use reasonable endeavours to enter into the Primary School AfL with a Primary School Provider or the Department for Education as soon as reasonably practicable.
- 2.8 The Owner shall obtain reserved matters approval for the Primary School in accordance with the Primary School Specification and Fit Out and agreed Primary School Design Document prior to the Commencement of Phase 9 and then prior to the earlier of (i) First Occupation of more than 3,500 Dwellings; or (ii) Occupation of the Market Housing Units in Phase 9 the Owner shall:
- (a) construct and Practically Complete the Primary School at its own expense in accordance with the Primary School Specification and Fit Out and Primary School Design Document in a good and workmanlike manner using good quality materials to the satisfaction of the Council or Primary School Provider; and
 - (b) grant the Primary School Lease.
- 2.9 The Owner shall not Commence Phase 9 until it has obtained reserved matters approval for the Primary School in accordance with the Primary School Specification and Fit Out and agreed Primary School Design Document and the Owner shall not First Occupy more than 3,500 Dwellings or Occupy Phase 9 until it has:

- (a) constructed and Practically Completed the Primary School at its own expense in accordance with the Primary School Specification and Fit Out and agreed Primary School Design Document; and
 - (b) granted the Primary School Lease.
- 2.10 The Owner shall safeguard the Primary School Site for provision of the Primary School and shall not construct any buildings or structures on the Primary School Site unless they accommodate the Primary School Floorspace in accordance with the Primary School Specification and Fit Out.
- 2.11 During the Perpetuity Period the Owner shall not use or suffer or permit the use of the Primary School Floorspace for any purpose other than as a Primary School and in accordance with agreed Sports Hall Community Use Scheme.
- 2.12 The Owner shall comply with the agreed Primary School Parking Management Scheme.

SCHEDULE 8

NURSERY

The Owner and the Council covenant with each other as follows:

1. As soon as reasonably practicable the Owner shall consult with the Council with a view to identifying a suitable Nursery Operator.
2. The Owner shall use reasonable endeavours to agree with the Council and any Nursery Operator a process for the mutual co-operation and collaboration for production of the Nursery Design Document, Nursery Nominations Scheme and the Nursery Parking Management Scheme to include:
 - (a) the timeframes for production of the Nursery Design Document, Nursery Nominations Scheme and the Nursery Parking Management Scheme;
 - (b) attendance at regular meetings to discuss the Nursery Design Document, Nursery Nominations Scheme and the Nursery Parking Management Scheme;
 - (c) provision to the Council and/or any Nursery Operator of all relevant information and material (including copies of drawings) in respect of the Nursery Specification and Fit Out;
 - (d) regular progress updates; and
 - (e) having regard to the Council's and/or Nursery Operator's reasonable comments on the Nursery Design Document and the Nursery Parking Management Scheme and, where appropriate, incorporate such comments into the Nursery Design Document and the Nursery Parking Management Scheme.
3. The Owner shall not Commence Phase 11 until the Nursery Design Document, Nursery Nominations Scheme and the Nursery Parking Management Scheme have been agreed with the Nursery Operator and approved by the Council.
4. Unless otherwise agreed in writing with the Council the Owner shall within no more than six months from the date on which Nursery Design Document is approved serve on the Nursery Operator (with copy to the Council):
 - (a) an offer to grant the Nursery Lease;
 - (b) a draft of the Nursery AfL and a draft of the Nursery Lease; and
 - (c) the Nursery Specification and Fit Out;
 - (d) the agreed Nursery Design Document;
 - (e) the agreed Nursery Nominations Scheme;
 - (f) the agreed Nursery Parking Management Scheme;
 - (g) service charge details (including details of services covered by the charge);
 - (h) a development programme for the construction of the Nursery in accordance with the Nursery Specification and Fit Out;
5. The Owner shall not Commence Phase 11 until an offer has been served on the Nursery Operator (and copied to the Council) pursuant to paragraph 4.

6. The Owner shall keep the offer served pursuant to paragraph 4 open for no less than six months from the date of service during which time the Nursery Operator may confirm whether the offer is or is not accepted.
7. Where an offer made pursuant to paragraph 3 is accepted in accordance with paragraph 6 the Owner and the Nursery Operator shall use reasonable endeavours to agree and enter into the Nursery AfL (which shall append the Nursery Lease, Nursery Specification and Fit Out, agreed Nursery Design Document and Nursery Nominations Scheme) within 12 months of the date on which the offer was accepted.
8. Where an offer made pursuant to paragraph 4 is not accepted, the Owner shall in consultation with the Council, use reasonable endeavours to enter into the Nursery AfL with an alternative Nursery Operator as soon as reasonably practicable.
9. The Owner shall prior to the First Occupation of 80 per cent of the Market Housing Units in Phase 10:
 - (a) obtain reserved matters approval for the Nursery in accordance with the Nursery Specification and Fit Out and agreed Nursery Design Document;
 - (b) construct and Practically Complete the Nursery at its own expense in accordance with the Nursery Specification and Fit Out and Nursery Design Document in a good and workmanlike manner using good quality materials to the satisfaction of the Council and Nursery Operator; and
 - (c) grant the Nursery Lease.
10. The Owner shall not First Occupy more than 80 per cent of the Market Housing Units in Phase 10 until it has:
 - (a) obtained reserved matters approval for the Nursery in accordance with Nursery Specification and Fit Out and agreed Nursery Design Document;
 - (b) constructed and Practically Completed the Nursery at its own expense in accordance with the Nursery Specification and Fit Out and agreed Nursery Design Document; and
 - (c) granted the Nursery Lease.
11. The Owner shall safeguard the Nursery Site for provision of the Nursery and shall not construct any buildings or structures on the Nursery Site unless they accommodate the Nursery Floorspace in accordance with the Nursery Specification and Fit Out.
12. During the Perpetuity Period the Owner shall not use or suffer or permit the use of the Nursery Floorspace for any purpose other than as a Nursery.
13. The Owner shall comply with the agreed Nursery Parking Management Scheme and Nursery Nominations Scheme.

SCHEDULE 9

COMMUNITY CENTRE

The Owner and the Council covenant with each other as follows:

1. As soon as reasonably practicable the Owner shall consult with the Council with a view to identifying a suitable Community Centre Operator.
2. The Owner shall use reasonable endeavours to agree with the Council and any Community Centre Operator a process for the mutual co-operation and collaboration for production of the Community Centre Design Document and Community Centre Management Scheme to include:
 - (a) the timeframes for production of the Community Centre Design Document and Community Centre Management Scheme;
 - (b) attendance at regular meetings to discuss the Community Centre Design Document and Community Centre Management Scheme;
 - (c) provision to the Council and/or any Community Centre Operator of all relevant information and material (including copies of drawings) in respect of the Community Centre Specification and Fit Out;
 - (d) regular progress updates; and
 - (e) having regard to the Council's and/or Community Centre Operator's reasonable comments on the Community Centre Design Document and Community Centre Management Scheme and, where appropriate, incorporate such comments into the Community Centre Design Document and Community Centre Management Scheme.
3. The Owner shall not Commence Phase 9 until the Community Centre Design Document and Community Centre Management Scheme have been agreed with the Community Centre Operator and approved by the Council.
4. Unless otherwise agreed in writing with the Council the Owner shall within no more than six months from the date on which Community Centre Design Document is agreed serve on the Community Centre Operator (where the Community Centre Operator is not the Owner or estate management company and with copy to the Council):
 - (a) an offer to grant the Community Centre Lease to the Council or Community Centre Operator;
 - (b) a draft of the Community Centre AfL and a draft of the Community Centre Lease;
 - (c) the Community Centre Specification and Fit Out;
 - (d) the agreed Community Centre Design Document;
 - (e) the agreed Community Centre Management Scheme;
 - (f) service charge details (including details of services covered by the charge); and
 - (g) a development programme for the construction of the Community Centre in accordance with the Community Centre Specification and Fit Out;
5. The Owner shall not Occupy any Market Housing Units in Phase 9 or any subsequent Phase until an offer has been served on Community Centre Operator (with copy to the Council) pursuant to paragraph 4.

6. The Owner shall keep the offer served pursuant to paragraph 4 open for no less than six months from the date of service during which time the Community Centre Operator may confirm whether the offer is or is not accepted.
7. Where an offer made pursuant to paragraph 4 is accepted in accordance with paragraph 6 the Owner and the Community Centre Operator shall use reasonable endeavours to agree and enter into the Community Centre AfL (which shall append the Community Centre Lease, Community Centre Specification and Fit Out, agreed Community Centre Design Document and agreed Community Centre Management Scheme) within six months of the date on which the offer was accepted.
8. Where an offer made pursuant to paragraph 4 is not accepted, the Owner shall in consultation with the Council, use reasonable endeavours to enter into the Community Centre AfL with an alternative Community Centre Operator as soon as reasonably practicable.
9. The Owner shall prior to First Occupation of any Market Housing Units in Phase 9:
 - (a) obtain reserved matters approval for the Community Centre in accordance with the Community Centre Specification and Fit Out and agreed Community Centre Design Document;
 - (b) construct and Practically Complete the Community Centre at its own expense in accordance with the Community Centre Specification and Fit Out and Community Centre Design Document in a good and workmanlike manner using good quality materials to the satisfaction of the Council or Community Centre Operator; and
 - (c) grant the Community Centre Lease (where the Community Centre Operator is not the Owner or estate management company).
10. The Owner shall not First Occupy any Market Housing Units in Phase 9 or any subsequent Phase until it has:
 - (a) obtained reserved matters approval for the Community Centre in accordance with the Community Centre Specification and Fit Out and agreed Community Centre Design Document;
 - (b) constructed and Practically Completed the Community Centre at its own expense in accordance with the Community Centre Specification and Fit Out and agreed Community Centre Design Document; and
 - (c) granted the Community Centre Lease (where the Community Centre Operator is not the Owner or estate management company).
11. The Owner shall safeguard the part of the Site on which Building Q will be constructed for provision of the Community Centre and shall not construct Building Q or any other buildings or structures in that part of the Site unless they accommodate the Community Centre Floorspace in accordance with the Community Centre Specification and Fit Out.
12. During the Perpetuity Period the Owner shall not use or suffer or permit the use of the Community Centre Floorspace for any purpose other than as a Community Centre in accordance with agreed Community Centre Management Scheme.

SCHEDULE 10

PHASE 1 ANCILLARY USES

The Owner hereby covenants with the GLA and the Council as follows:

1. To provide the Phase 1 Ancillary Floorspace in Phase 1 in accordance with the Planning Permission and the Phase 1 Ancillary Floorspace Fit Out.
2. As soon as reasonably practicable following the Implementation of Phase 1, to consult with the Council with a view to identifying a suitable Creche Operator.
3. To use reasonable endeavours to enter into the Creche AfL with a Creche Operator approved by the Council as soon as reasonably practicable following the Implementation of Phase 1.
4. Not to enter into the Creche AfL or to grant the Creche Lease to any person other than the Creche Operator approved in writing by the Council.
5. The Owner shall prior to the Occupation of Phase 1:
 - (a) construct and Practically Complete the Phase 1 Ancillary Floorspace at its own expense in accordance with the Phase 1 Ancillary Floorspace in a good and workmanlike manner using good quality materials to the satisfaction of the Council and/or Creche Operator (as applicable);
 - (b) grant the Creche Lease; and
 - (c) submit the Phase 1 Ancillary Floorspace Management Scheme to the Council for approval.
6. The Owner shall not First Occupy Phase 1 until:
 - (a) it has constructed and Practically Completed the Phase 1 Ancillary Floorspace at its own expense incurring in accordance with the Planning Permission and the Phase 1 Ancillary Floorspace Fit Out;
 - (b) it has granted the Creche Lease; and
 - (c) the Council has approved the Phase 1 Ancillary Floorspace Management Scheme.
7. During the Perpetuity Period the Owner shall not use or suffer or permit the use of the Phase 1 Ancillary Floorspace for any purpose other than as a Phase 1 Community Hall, Phase 1 Residents' Meeting Room, Phase 1 Residents' Gym and Phase 1 Creche (as applicable) in accordance with the approved Phase 1 Ancillary Floorspace Management Scheme.

SCHEDULE 11

ENERGY AND SUSTAINABILITY

The Owner hereby covenants with the GLA and the Council as follows:

1. CALCULATION OF CARBON OFFSETTING CONTRIBUTIONS (OUTLINE PHASES)

- 1.1 Prior to the First Occupation of each Outline Phase the Owner shall submit to the Council for its approval an Energy Assessment Update and shall not First Occupy an Outline Phase until an Energy Assessment Update has been approved by the Council for that Outline Phase.
- 1.2 The Owner shall not First Occupy or suffer or permit First Occupation of any Outline Phase unless and until the applicable amount of the Carbon Offsetting Contribution (Commercial) and the Carbon Offsetting Contribution (Residential) contained in the Energy Assessment Update approved by the Council for that Outline Phase has been paid to the Council in accordance with paragraph 3 of schedule 4.

2. PHASES 1-3

- 2.1 To use reasonable endeavours to connect each of Phases 1-3 (inclusive) to the ExCeL DHN.
- 2.2 Prior to the Implementation of each of Phase 1-3 (inclusive) to confirm in writing to the Council whether it intends to connect the relevant Phase to the ExCeL DHN and not to Implement the relevant Phase until it has given that confirmation.
- 2.3 If the Owner has confirmed in writing to the Council that it intends to connect each of Phases 1-3 (as appropriate) to the ExCeL DHN, to ensure that the relevant Phase is connected to and served by the ExCeL DHN before Occupation of any part of the relevant Phase and not to First Occupy any part of the relevant Phase until that Phase is connected to and served by the ExCeL DHN.
- 2.4 If the Owner confirms in writing to the Council pursuant to paragraph 2.3 that it does not intend to connect Phase 1, Phase 2 or Phase 3 to the ExCeL DHN:
- (a) the Owner shall ensure that this confirmation is accompanied by:
- (i) detailed reasons and satisfactory written evidence demonstrating either (1) that alternative technology can be deployed to achieve greater reductions in regulated and unregulated carbon dioxide emissions than predicted in the Application Stage Energy Assessment, or (2) why it is not technically feasible or economically viable, using reasonable endeavours, to connect the relevant Phase to the ExCeL DHN including but not limited to:
- (A) correspondence from the ExCeL DHN operator confirming any technical constraints, timescale issues and estimated connection costs and heat tariffs; and
- (B) details of any impacts on the Development that the Owner reasonably considers contribute to making the connection to the ExCeL DHN not technically feasible and/or economically viable, including technical constraints, programme considerations and viability;
- (ii) a Phase 1-3 Revised Energy Strategy;
- (b) the Owner shall bear all reasonable and proper costs incurred by the Council in assessing the written evidence and any Phase 1-3 Revised Energy Strategy

submitted by the Owner including the costs of any independent consultants engaged by the Council;

- (c) the Owner shall not Implement any of Phases 1-3 until the Council, acting reasonably, has confirmed that the written evidence provided by the Owner is satisfactory and has approved the Phase 1-3 Revised Energy Strategy for the relevant Phase; and
- (d) the Owner shall fully comply with an approved Phase 1-3 Revised Energy Strategy in relation to the relevant Phase and shall not First Occupy each of Phases 1-3 (as applicable) until it has fully complied with the approved Phase 1-3 Revised Energy Strategy in relation to that Phase.

3. **PHASES 4-11**

- 3.1 Prior to First Occupation of each of Phases 4 to 11 (inclusive), to ensure that that Phase is connected to and served by the Site-wide Heat Network.
- 3.2 Not to First Occupy each of Phases 4 to 11 (inclusive) until the relevant Phase has been connected to and is served by the Site-wide Heat Network.
- 3.3 Prior to the First Occupation of any part of Phases 4 to 11 (inclusive), to ensure that the Site-wide Heat Network is either supplied by the Energy Centre or, if the Council has approved a Phase 4-11 Revised Energy Strategy under paragraph 3.6, in accordance with the approved Phase 4-11 Revised Energy Strategy.
- 3.4 Not to First Occupy any part of Phases 4 to 11 (inclusive) until the Site-wide Heat Network is fully operational and either:
 - (a) the Site-wide Heat Network is supplied by the Energy Centre; or
 - (b) if the Council has approved a Phase 4-11 Revised Energy Strategy, the Site-wide Heat Network is supplied in accordance with the approved Phase 4-11 Revised Energy Strategy.
- 3.5 If the Owner intends for the Site-wide Heat Network to be supplied by an alternative to the Energy Centre, it may submit a Phase 4-11 Revised Energy Strategy to the Council no later than Commencement of Phase 4.
- 3.6 If the Owner has submitted a Phase 4-11 Revised Energy Strategy to the Council, not to Commence Phase 4 until the Phase 4-11 Revised Energy Strategy has been approved by the Council.
- 3.7 The Owner shall bear all reasonable and proper costs incurred by the Council in assessing the Phase 4-11 Revised Energy Strategy submitted by the Owner including the costs of any independent consultants engaged by the Council.

4. **FUTUREPROOFING**

- 4.1 The Owner shall design, construct and operate Phases 1 to 3 (inclusive) to ensure that these Phases can be connected to and served by the Site-wide Heat Network.
- 4.2 The Owner shall design, construct and operate the Site-wide Heat Network to ensure that it can be connected to and form part of a district heating network.

5. **PHOTOVOLTAIC ENERGY**

- 5.1 Prior to the First Occupation of each Phase, to submit a PV Review for that Phase to the Council.

5.2 Not to First Occupy each Phase until the PV Review for that Phase has been approved by the Council.

6. **OVERHEATING**

6.1 Prior to Implementation of Phase 1, to submit the Overheating Analysis Review to the Council.

6.2 Not to Implement Phase 1 until the Overheating Analysis Review have been approved by the Council.

6.3 To comply with the overheating strategy in the approved Overheating Analysis Review for the life of the Development.

7. **VACANT LAND STRATEGY**

7.1 In the event that the Energy Centre is not delivered on the Site pursuant to a Phase 4-11 Revised Energy Strategy the Owner shall:

- (a) submit a Vacant Land Strategy to the Council prior to First Occupation of Phase 4 or any subsequent Phase;
- (b) not First Occupy Phase 4 or any subsequent Phase until the Vacant Land Strategy has been approved by the Council and implemented by the Owner at the Owner's cost; and
- (c) not use the part of the Site to which the Vacant Land Strategy relates except in accordance with the said strategy.

8. **ENERGY MONITORING**

8.1 Prior to Implementation of each Phase of the Development, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section/chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for each Phase of the Development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.

8.2 Prior to each Building being first Occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter/section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. The Owner shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it).

8.3 Upon completion of the first year of Occupation of each Building or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter/section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

8.4 In the event that the 'In-use stage' evidence submitted under paragraph 8.3 above shows that the 'As-built stage' performance estimates derived from paragraph 8.2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal. An action plan comprising measures identified in this paragraph 8.4 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 12

DESIGN

1. The Parties confirm and agree that for the proper delivery of the Development the original design vision for the Development will be delivered through to the construction of the Development and therefore the Owner covenants with the Council to ensure it will take all reasonable steps to deliver the nature and design of the Development as envisaged by the Application including using reasonable endeavours to retain the Architect as first preference architect to oversee the construction of the Development and to act as Design Certifier.
2. The Owner covenants with the Council that if prior to Implementation of the Development the Owner wishes to change or is required to replace the Architect as the Design Certifier for the Development, the Owner shall not Implement the Planning Permission:
 - (a) until it has submitted to the Council and obtained the Council's written approval to the replacement Design Certifier; and
 - (b) until it has provided a written undertaking to the satisfaction of the Council that such replacement Architect will be retained by the Owner until Practical Completion of the Development.
3. In the event that the replacement Architect is not approved by the Council, the Owner covenants to pay to the Council the Design Monitoring Fee prior to Implementation of the Development PROVIDED THAT the Owner shall be entitled to propose an alternative Architect as Design Certifier, if approved by the Council in accordance with this schedule, that shall result in no Design Monitoring Fee being payable.
4. The Owner covenants with the Council that if during the course of construction of the Development the Owner wishes to change or is required to replace the Architect as Design Certifier, the Owner shall not carry out any further work on parts of the Development that have not previously been certified by the Architect as Design Certifier or approved by the Council until:
 - (a) the Owner has submitted to the Council and obtained the Council's written approval such approval not to be unreasonably delayed or withheld of the replacement Architect that will act as Design Certifier; and
 - (b) the Owner has provided a written undertaking to the satisfaction of the Council that such replacement Architect will be retained by the Owner until Practical Completion of the Development.
5. In the event that the replacement Architect is not agreed such approval not to be unreasonably delayed or withheld, then the Owner shall pay to the Council the Design Monitoring Fee prior to Implementation of each subsequent Phase in respect of which a Design Certificate has not been provided by an architect approved by the Council, provided that the Owner shall be entitled to propose an alternative Architect as Design Certifier which, if approved by the Council in accordance with this Schedule, shall result in no Design Monitoring Fee being payable.
6. The Owner covenants with the Council:
 - (a) to ensure that any replacement architect shall have appropriate and comparable expertise in the nature of the design and delivery of the Development as the original architect and shall be of comparable professional standing as the original architect so as to maintain the overriding objective of the design quality of the Development; and

- (b) to submit a Design Certificate to the Council with each application for approval of reserved matters in respect of the Outline Phases.
7. The Council confirms to the Owner that:
- (a) the Design Monitoring Fee shall be used by the Council for the purposes of monitoring the extent to which the design of the Outline Phases of the Development is consistent with the Design Code and subsequent approved reserved matters application documents;
 - (b) the Council will consider any changes to the Architect as soon as reasonable and will respond to any changes within 10 Working Days of written notification by the Owner.
8. Any dispute between the Council and the Owner regarding the approval of a replacement architect may be referred to an expert in accordance with clause 13.
9. The Parties agree and confirm there will be no liability to pay the Design Monitoring Fee in the event that:
- (a) the change to the Architect is required as the previous Architect has ceased trading; or
 - (b) the Architect has been replaced with one the Council (or an expert under clause 13) has approved.
10. For the avoidance of doubt, only one Design Monitoring Fee shall ever be payable in respect of a particular reserved matters application (£100,000 per reserved matters application).

SCHEDULE 13

ACCESSIBLE HOUSING

The Owner hereby covenants with the GLA and the Council as follows:

1. PROVISION OF ACCESSIBLE HOUSING

- 1.1 To ensure that at least 41 of the Dwellings in Phase 1 are constructed in accordance with Part M4(3) of the Building Regulations.
- 1.2 Not to First Occupy any of the Dwellings in Phase 1 until at least 41 Dwellings in Phase 1 have been constructed in accordance with Part M4(3) of the Building Regulations.
- 1.3 To ensure that at least 10 per cent of the Dwellings in each Phase other than Phase 1 are constructed in accordance with Part M4(3) of the Building Regulations and that the remaining Dwellings are constructed in accordance with Part M4(2) of the Building Regulations.
- 1.4 Not to First Occupy any of the Dwellings in each Phase other than Phase 1 until at least 10 per cent of the Dwellings in that Phase have been constructed in accordance with Part M4(3) of the Building Regulations and the remaining Dwellings in that Phase have been constructed in accordance with Part M4(2) of the Building Regulations.
- 1.5 As part of each application for reserved matters approval for each Outline Phase, to submit to the Council a Wheelchair Needs Assessment for the London Affordable Rented Housing Units in that Outline Phase.
- 1.6 If a Wheelchair Needs Assessment as approved by the Council establishes that there is a need for 10 per cent of the London Affordable Rented Housing Units in a particular Outline Phase to be fully adapted and constructed in accordance with Part M4(3)(2)(b) of the Building Regulations:
 - (a) to ensure that at least 10 per cent of the London Affordable Rented Housing Units in that Outline Phase are wheelchair adapted and constructed in accordance with Part M4(3) of the Building Regulations; and
 - (b) not to First Occupy any of the Dwellings in that Outline Phase until at least 10 per cent of the London Affordable Rented Housing Units in that Outline Phase are wheelchair adapted and constructed in accordance with Part M4(3) of the Building Regulations.

2. MARKETING OF ACCESSIBLE HOUSING

- 2.1 To market the Accessible Housing Units for the duration of the Accessible Housing Marketing Period in accordance with the provisions of this schedule 13.
- 2.2 The marketing shall be conducted to ensure that the Accessible Housing Units are marketed to as wide an audience as possible through websites, publications and liaison with appropriate agencies in accordance with paragraph 2.3 below and the marketing details shall include separate marketing material specifically aimed at wheelchair users and confirm the size of the rooms and specification and state that the unit shall be fully fitted.
- 2.3 During the Accessible Housing Marketing Period the Accessible Housing Units shall be advertised in the following publications below every four months in relation to subparagraphs (d), (e), (f) and (i) below and in at least three of the publications identified in subparagraphs (a), (b), (c), (g) and (h) every four months:
 - (a) www.accessible-property.org.uk;

- (b) on www.thehouseshop.com (linked to the Accessible Property Register and with a part of the website dedicated to accessible property);
- (c) on www.habinteg.org.uk;
- (d) on the Homes for Londoners website;
- (e) on the Owners' own marketing material;
- (f) on the hoarding around the Site;
- (g) in print in SAGA Magazine;
- (h) in print in 50 Plus Magazine; and
- (i) Newham Recorder.

2.4 To inform the Council in writing of the marketing undertaken in respect of the Accessible Housing Units.

2.5 Not to permit Occupation of an Accessible Housing Unit to those not in need of accessible housing unless details of the marketing undertaken pursuant to this schedule 13 (supported by such evidence as the Council may reasonably require (including but not limited to the date of first advertisement and web-posting of the unit and evidence of continual marketing throughout the marketing period)) has been submitted to the Council for approval.

2.6 So long as the Accessible Housing Units in a Building are available for letting to keep a register of expressions of interest from those in need of accessible housing who have given their consent to their details being entered onto the said register and as and when an Accessible Housing Unit becomes available to re-let to approach persons on the said register and to make the Accessible Housing Unit available to any person in need of accessible housing on the register who is able to take up an offer of a tenancy SUBJECT TO any statutory or other legislative provisions which would restrict the Owners' ability to prepare or maintain such a register.

SCHEDULE 14

PUBLIC REALM, OPEN SPACE AND PUBLIC ROUTES

1. PUBLIC REALM PLANS

- 1.1 Before Implementation of Phase 1, the Owner shall submit a Public Realm Provision Plan for Phase 1 to the Council.
- 1.2 The Owner shall not Implement Phase 1 until the Council has approved the Public Realm Provision Plan for that Phase.
- 1.3 In each application for reserved matters approval for each Outline Phase, the Owner shall submit a Public Realm Provision Plan for that Outline Phase.
- 1.4 Without affecting paragraphs 1.1 to 1.3, to the extent that a Public Realm Provision Plan relates to Public Realm that falls within the order limits of the Silvertown Tunnel DCO:
 - (a) the Owner shall submit that Public Realm Provision Plan to TfL before Implementation of the Phase to which the Public Realm Provision Plan relates; and
 - (b) the Owner shall not Implement the Phase to which the Public Realm Provision Plan relates until TfL has approved that Public Realm Provision Plan.
- 1.5 Not later than six months before First Occupation of each Phase, the Owner shall submit a Public Realm Management Plan for that Phase to the Council.
- 1.6 The Owner shall not First Occupy any Phase until the Council has approved the Public Realm Management Plan for that Phase.
- 1.7 Without affecting paragraphs 1.5 to 1.6, to the extent that a Public Realm Management Plan relates to Public Realm that falls within the order limits of the Silvertown Tunnel DCO:
 - (a) the Owner shall submit that Public Realm Management Plan to TfL not later than six months before First Occupation of the Phase to which the Public Realm Management Plan relates; and
 - (b) the Owner shall not First Occupy the Phase to which the Public Realm Management Plan relates until TfL has approved that Public Realm Management Plan.

2. PUBLIC REALM PROVISION AND MANAGEMENT

- 2.1 Before the First Occupation of any Dwelling in Phase 1, the Owner shall ensure that the Silvertown Way Underpass Works have been completed in accordance with the approved Public Realm Provision Plan for Phase 1.
- 2.2 The Owner shall not First Occupy any Dwelling in Phase 1 until the Silvertown Way Underpass Works have been completed in accordance with the approved Public Realm Provision Plan for Phase 1.
- 2.3 Before the First Occupation of any Dwelling in each Phase, the Owner shall ensure that the Public Realm for that Phase has been constructed established and brought into beneficial use in accordance with the approved Public Realm Provision Plan for that Phase.
- 2.4 The Owner shall not First Occupy any Dwelling in a Phase until the Public Realm for that Phase has been constructed established and brought into beneficial use in accordance with the approved Public Realm Provision Plan for that Phase.

2.5 Subject to paragraph 4 below, from the date on which the Public Realm in each Phase is brought into beneficial use, the Owner shall ensure that that Public Realm is retained and made available for public access on foot, in a wheelchair, on a bicycle and/or with a baby pram or pushchair (or similar carrier) free-of-charge 24 hours a day in perpetuity.

2.6 The Owner shall manage and maintain the Public Realm in each Phase in accordance with the approved Public Realm Management Plan for that Phase.

3. **ADOPTABLE STANDARDS**

The Owner shall ensure that all footways and cycleways within the Public Realm are completed to and maintained to at least Adoptable Standards.

4. **TEMPORARY CLOSURES**

4.1 The Owner is permitted to temporarily close any part of the Public Realm if such closure is reasonably and urgently necessary for public safety or emergency maintenance PROVIDED THAT:

- (a) the Owner shall re-open that part of the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's or TfL's reasonable request;
- (b) the Owner shall use reasonable endeavours to provide a suitable alternative means of public access; and
- (c) any such closure does not prevent access by and on behalf of TfL to TfL infrastructure including highways for which TfL is the highway authority, the Silvertown Tunnel, London Underground, Docklands Light Railway and Emirates Air Line for operations and maintenance and in an emergency.

4.2 The Owner is permitted to temporarily close any part of the Public Realm for necessary maintenance, cleansing or repair in accordance with the relevant approved Public Realm Management Plan PROVIDED THAT:

- (a) each closure will last no longer than 48 hours;
- (b) there is no more than one closure in any 28 day period, unless the Council and TfL have otherwise agreed in writing;
- (c) the closure will not inhibit public access to the rest of the Public Realm;
- (d) an alternative route is provided that is suitable, safe and convenient for access on foot, in a wheelchair, on a bicycle and/or with a baby pram or pushchair (or similar carrier) and diversion signage is installed;
- (e) the Owner shall use reasonable endeavours to ensure that the maintenance, cleansing or repair takes place during times which minimise impact on public use of the Public Realm whilst also minimising any noise or other disturbance of nearby residents;
- (f) the Owner shall re-open that part of the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's or TfL's reasonable request; and
- (g) any such closure does not prevent access by and on behalf of TfL to TfL infrastructure including highways for which TfL is the highway authority, the Silvertown Tunnel, London Underground, Docklands Light Railway and Emirates Air Line for operations and maintenance and in an emergency.

4.3 The Owner is permitted to close any part of the Public Realm for one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law PROVIDED THAT:

- (a) the Owner shall not be permitted to close any part of the Public Realm pursuant to this paragraph 4.3 in the year after any temporary closure of that part of the Public Realm under paragraphs 4.1 or 4.2 if the closure under paragraphs 4.1 or 4.2 was sufficient to prevent the creation of a public right of way over that part of the Public Realm;
- (b) each closure shall last no longer than 24 hours;
- (c) there shall be no more than one such closure in any 12 month period;
- (d) the closure will not inhibit public access to the rest of the Public Realm;
- (e) an alternative route shall be provided that is suitable, safe and convenient for access on foot, in a wheelchair, on a bicycle and/or with a baby pram or pushchair (or similar carrier) and diversion signage is installed;
- (f) the Owner shall notify the Council and TfL in writing at least three months before the closure and shall provide details of the alternative routes pursuant to paragraph 4.2(e);
- (g) the Owner shall use reasonable endeavours to ensure that such closure coincides with closure under paragraph 4.2 above; and
- (h) any such closure does not prevent access by and on behalf of TfL to TfL infrastructure including highways for which TfL is the highway authority, the Silvertown Tunnel, London Underground, Docklands Light Railway and Emirates Air Line for operations and maintenance and in an emergency.

SCHEDULE 15

TRANSPORT AND HIGHWAYS

1. THAMES WHARF DLR STATION

- 1.1 TfL shall (or shall procure that DLRL shall) provide to the Owner a written notice:
- (a) confirming that the Thames Wharf Station Contract has been agreed and engrossed for execution;
 - (b) providing 20 Working Days advance notice of the anticipated date on which TfL or DLRL (as appropriate) intends to have executed and entered into the Thames Wharf Station Contract; and
 - (c) specifying the amount of Indexation applicable to the Thames Wharf Station Contribution and details of the bank account into which the Thames Wharf Station Contribution shall be paid

PROVIDED THAT neither TfL nor DLRL (as appropriate) shall serve such notice unless it is satisfied that it will enter into the Thames Wharf Station Contract and the Thames Wharf Station Contract has been agreed and engrossed

- 1.2 Within 10 Working Days of receiving notice pursuant to paragraph 1.1 above, the Owner shall pay the Thames Wharf Station Contribution to TfL or DLRL (as shall be specified in the said notice)

- 1.3 The Owner shall not:

- (a) Occupy more than 1,700 Dwellings; and
- (b) Commence Buildings H, J K, L M, N, P Q R S T and U

until TfL or DLRL (as appropriate) has provided written confirmation that the Thames Wharf Station has been completed and is available for public use PROVIDED THAT the restriction in paragraph 1.3(b) shall not apply to works for the provision of Site-wide infrastructure and services located outside of the Plots within which Buildings H, J K, L M, N, P Q R S T and U are located.

- 1.4 TfL shall not use (and shall procure that DLRL shall not use) the Thames Wharf Station Contribution for any purpose other than the delivery of the Thames Wharf Station, which includes (but is not limited to) acquiring the necessary land, rights, licences and permits, design of the station and associated works, undertaking environmental impact assessments, mitigation of environmental impact, construction of the station and associated passenger facilities and areas at street and viaduct level, provision of access by vehicle, on foot and by cycle for passengers, for operational maintenance, repair and management and in an emergency, associated railway works and amendments to existing passenger information.
- 1.5 If TfL or DLRL (as appropriate) has not used or committed all of the Thames Wharf Station Contribution on the date falling 15 years after receipt, TfL shall (or shall procure that DLRL shall) repay the unexpended balance (without interest) to the Owner not later than 20 Working Days after receiving a written demand from the Owner.
- 1.6 The Owner shall grant to TfL or DLRL as appropriate (and/or their agents and contractors) without charge such rights over the Site as may be reasonably required for the construction, operation and maintenance of the Thames Wharf Station.

2. **CYCLE HIRE DOCKING STATION**

- 2.1 The Owner shall not construct any buildings or structures on the Cycle Hire Docking Station Safeguarded Area or carry out any works which would prevent the provision of a Cycle Hire Docking Station on the Cycle Hire Docking Station Safeguarded Area for the Cycle Hire Docking Station Safeguarding Period PROVIDED THAT such safeguarding shall not preclude or prevent the Owner from carrying out during the Cycle Hire Docking Station Safeguarding Period landscaping works or otherwise using that land for construction related purpose and interim uses (subject to any necessary consents and the agreement of TfL and the Council) until such time as the Cycle Hire Docking Station Safeguarded Area is required by TfL and notice is given pursuant to paragraph 2.5 below.
- 2.2 The Owner shall ensure that the Development is carried out so as to accommodate the provision of the Cycle Hire Docking Station to be located on the Cycle Hire Docking Station Safeguarded Area including the provision of ground works and utility connections to Cycle Hire Docking Station Safeguarded Area to enable a serviced site to be provided to and to provide to the Council and TfL no less than six months' notice of the anticipated date that the said site will be available to TfL to install a Cycle Hire Docking Station.
- 2.3 Before Implementation the Owner shall pay the Cycle Hire Contribution to TfL.
- 2.4 The Owner shall not Implement the Development until the Cycle Hire Contribution has been paid to TfL.
- 2.5 If within the Cycle Hire Docking Station Safeguarding Period the Owner is notified by TfL that a Cycle Hire Docking Station will be provided within the Cycle Hire Docking Station Safeguarded Area, the Owner shall:
- (a) within 12 months of the Owner's receipt of such notice ensure that the Cycle Hire Docking Station Safeguarded Area has the necessary utility connections for the use of the Cycle Hire Docking Station and is otherwise a clear and level site;
 - (b) within 20 Working Days of the Owner complying with its obligations in sub-paragraph (a) above:
 - (i) grant to TfL a Cycle Hire Docking Station Lease at nil consideration and at a peppercorn rent with no service charge or other charges payable by TfL and any other approvals or consents from the Owner reasonably required in order for a Cycle Hire Docking Station to be provided by or on behalf of TfL and used by the general public; and
 - (ii) allow TfL (and its agents) access at reasonable times with or without machinery plant or vehicles onto the relevant part of the Site as is necessary to enable the installation of the relevant Cycle Hire Docking Station within the Cycle Hire Docking Station Safeguarded Area.
- 2.6 If following the completion of the installation of the Cycle Hire Docking Station(s) by TfL the actual costs of such installation (including costs of equipment purchased and associated servicing) are less than the Cycle Hire Contribution, TfL shall repay the unexpended balance (without interest) to the Owner not later than 20 Working Days after receiving a written demand from the Owner.
- 2.7 Following the notification by TfL that a Cycle Hire Docking Station has been installed on the Cycle Hire Docking Station Safeguarded Area or in the vicinity of the Site, the Owner shall maintain and clean the Public Realm within the vicinity of the Cycle Hire Docking Station in accordance with approved Public Realm Management Plan (save to the extent that the Cycle Hire Docking Station has been installed outside the Site).

2.8 After First Occupation of 1,700 Dwellings, TfL may instead use the Cycle Hire Contribution for other bicycle facilities within and in the vicinity of the Site/an alternative bicycle hire scheme PROVIDED THAT it first notifies the Owner and the Council in writing.

2.9 If TfL has not used or committed all of the Cycle Hire Contribution on the date falling 15 years after receipt, it shall repay the unexpended balance (without interest) to the Owner not later than 20 Working Days after receiving a written demand from the Owner.

3. **ALTERNATIVE BICYCLE HIRE PROVISION**

3.1 After First Occupation of 1,700 Dwellings but before the expiry of the Cycle Hire Docking Station Safeguarding Period, if a Cycle Hire Docking Station Lease has not been granted to TfL, the Council may make a request in writing to the Owner, subject to paragraph 3.2 and in accordance with paragraph 3.3, for the Owner to grant a licence of the Cycle Hire Docking Station Safeguarded Area to the Council in order for the Council to deliver an Alternative Bicycle Hire Station on the Cycle Hire Docking Station Safeguarded Area.

3.2 The Council may not make a request under paragraph 3.1 unless, after First Occupation of 1,700 Dwellings, TfL has confirmed in writing that it no longer intends to install a Cycle Hire Docking Station on the Cycle Hire Docking Station Safeguarded Area.

3.3 The Council's request must contain details of the Alternative Bicycle Hire Station including the identity of the proposed operator, how the bicycle hire will operate, details and layout of any structures to be installed on the Cycle Hire Docking Station Safeguarded Area the design and visual impacts of such structures to be reviewed by the Owner within the context of the Development with the Council having regard and taking into account any reasonable representations of the Owner.

3.4 Not later than 12 months after the Owner receives a request made by the Council in accordance with paragraph 3.1, it shall ensure that the Cycle Hire Docking Station Safeguarded Area has the utility connections necessary for the operation of the Council's proposed Alternative Bicycle Hire Station and is otherwise a clear and level site PROVIDED ALWAYS THAT the Council has had regard and taking into account any reasonable representations of the Owner concerning the design and layout of any structures to be installed on the Cycle Hire Docking Station Safeguarded Area pursuant to paragraph 3.3 above.

3.5 Within 20 Working Days of the Owner complying with its obligation in paragraph 3.3 above, the Owner shall:

(a) grant to the Council or the proposed operator a lease of the Cycle Hire Docking Station Safeguarded Area for at least 25 years at nil consideration and at a peppercorn rent with no service charge or other charges payable by the lessee and any other approvals or consents from the Owner reasonably required in order for the Alternative Bicycle Hire Station to be provided by or on behalf of the lessee and used by the general public; and

(b) allow the Council or the proposed operator (and its agents) access at reasonable times with or without machinery plant or vehicles onto the relevant part of the Site as is necessary to enable the installation of the Alternative Bicycle Hire Station within the Cycle Hire Docking Station Safeguarded Area.

3.6 After First Occupation of 1,700 Dwellings but before the date falling 15 years after TfL receives the Cycle Hire Contribution, the Council may make a request in writing to TfL (with a copy to be sent to the Owner) for TfL to pay the unexpended balance of the Cycle Hire Contribution to the Council in order for the Council to deliver an Alternative Bicycle Hire Station.

- 3.7 Not later than 20 Working Days after receiving a request under paragraph 3.6, TfL shall notify the Council in writing (with a copy to be sent to the Owner) of the amount of the unexpended balance of the Cycle Hire Contribution and whether TfL will comply with the request.
- 3.8 If TfL notifies the Council that it will comply with the request, it shall pay the unexpended balance of the Cycle Hire Contribution to the Council not later than 20 Working Days after the date of that notification.
- 3.9 The Council shall not use the unexpended balance of the Cycle Hire Contribution received from TfL other than to deliver an Alternative Bicycle Hire Station.

4. **TFL INFRASTRUCTURE PROTECTION**

4.1 Before Commencement of each Phase the Owner shall submit to TfL:

- (a) a detailed design of that Phase (including but not limited to the foundations, superstructure (including cladding), roads, highways, public realm and landscaping) clearly showing the distance of the buildings forming part of that Phase from any assets of TfL (including those of LUL or DLRL) and which must be compatible with (i) existing TfL (including those of LUL or DLRL) assets and operations and (ii) the works authorised by the Silvertown Tunnel DCO unless otherwise agreed in writing with TfL; and
- (b) an Outline Method Statement(s) for the construction of that Phase.

4.2 The Owner shall not Commence any Phase until:

- (a) the detailed design of that Phase as required under paragraph 4.1(a) above; and
- (b) an Outline Method Statement(s) as required under paragraph 4.1(b) above

have both been approved in writing by TfL (in consultation with DLRL and LUL as appropriate).

4.3 In responding to the detailed design and Outline Method Statement for each Phase submitted in accordance with paragraph 4.1, TfL may identify further specific documents that need to be prepared and approved to assure the safety of TfL's (including those of LUL and DLRL) assets and operations.

4.4 The Owner shall pay TfL on demand TfL's reasonable costs of reviewing the information provided by the Owner to TfL pursuant to paragraphs 4.1 and 4.3 of this schedule.

4.5 The Owner in implementing the Development and permanently thereafter shall fully comply with every approved Outline Method Statement(s) and any further documents identified and approved by TfL pursuant to paragraph 4.3 and must carry out each Phase in accordance with the relevant detailed design approved by TfL under paragraphs 4.1 and 4.2.

4.6 Before Commencement of each Phase, the Owner shall enter into:

- (a) a DLR Asset Protection Agreement for that Phase with DLRL, unless DLRL has confirmed in writing (in its absolute discretion) that Docklands Light Railway infrastructure, assets and operations will not be affected by that Phase;
- (b) an Emirates Air Line Asset Protection Agreement for that Phase with DLRL, unless DLRL has confirmed in writing (in its absolute discretion) that Emirates Air Line infrastructure, assets and operations will not be affected by that Phase;

- (c) an LUL Infrastructure Protection Agreement for that Phase with LUL, unless LUL has confirmed in writing (in its absolute discretion) that London Underground infrastructure, assets and operations will not be affected by that Phase; and
- (d) a Silvertown Tunnel Infrastructure Protection Agreement for that Phase with TfL, unless TfL has confirmed in writing (in its absolute discretion) that Silvertown Tunnel infrastructure, assets and operations will not be affected by that Phase.

4.7 The Owner shall not Commence any Phase until:

- (a) it has entered into a DLR Asset Protection Agreement for that Phase with DLRL, unless DLRL has confirmed in writing (in its absolute discretion) that Docklands Light Railway infrastructure, assets and operations will not be affected by that Phase;
- (b) it has entered into an Emirates Air Line Asset Protection Agreement for that Phase with DLRL, unless DLRL has confirmed in writing (in its absolute discretion) that Emirates Air Line infrastructure, assets and operations will not be affected by that Phase;
- (c) it has entered into an LUL Infrastructure Protection Agreement for that Phase with LUL, unless LUL has confirmed in writing (in its absolute discretion) that London Underground infrastructure, assets and operations will not be affected by that Phase; and
- (d) it has entered into a Silvertown Tunnel Infrastructure Protection Agreement for that Phase with TfL, unless TfL has confirmed in writing (in its absolute discretion) that Silvertown Tunnel infrastructure, assets and operations will not be affected by that Phase.

5. **PARKING PERMIT RESTRICTIONS**

5.1 The Owner undertakes to the Council pursuant to section 16 of the 1974 Act on behalf of itself and its successors in title in relation to all Controlled Parking Zones within and in the vicinity of the Site to:

- (a) waive all and any rights and entitlements to be granted a Parking Permit (unless they are a Blue Badge Holder);
- (b) ensure that all advertising relating to the availability of any Dwelling, Commercial Unit or other element of the Development clearly states that:
 - (i) the person acquiring or Occupying the Dwelling, the Commercial Unit or other element of the Development (including any agents, contractors and employees of that person working in the Development) is not to apply to the Council for a Parking Permit (unless they are a Blue Badge Holder);
 - (ii) the person Occupying the Dwelling, the Commercial Unit or other element of the Development (including any agents, contractors and employees of that person working in the Development) shall not be eligible to be granted a Parking Permit (unless they are a Blue Badge Holder); and
 - (iii) the Council would refer to the provisions of this clause in its refusal to grant a Parking Permit;
- (c) ensure that all prospective purchasers and Occupiers of the Development are informed in writing prior to purchase or Occupation that Parking Permits will only be granted to Blue Badge Holders;

- (d) ensure that clear notices are placed in the entrance to the Development and any communal areas as may be reasonable in the opinion of the Owner to inform Occupiers that Parking Permits will only be granted to Blue Badge Holders;
- (e) prior to First Occupation of each Dwelling, to provide the Council a list of the new residential, commercial and other addresses with full address information at the Development and a plan of those new addresses; and
- (f) on First Occupation of the Development, and in perpetuity, to maintain a management system to ensure that the provisions of this paragraph 5 are complied with.

5.2 Prior to First Occupation of the Development, the Owner shall pay the CPZ Monitoring Fee and the CPZ Parking Permit Monitoring Fee to the Council.

5.3 The Owner shall not First Occupy the Development until it has paid the CPZ Monitoring Fee and the CPZ Parking Permit Monitoring Fee to the Council.

6. ON-SITE PARKING

6.1 The Owner shall provide the Phase 1 Outset Blue Badge Parking Spaces in accordance with the details approved by the Council and ensure that they are available for use before First Occupation of any Dwelling in Phase 1.

6.2 The Owner shall not First Occupy any Dwelling in Phase 1 until the Phase 1 Outset Blue Badge Parking Spaces have been provided in accordance with the details approved by the Council and are available for use.

6.3 As part of the application for reserved matters approval for each Outline Phase, the Owner shall submit a plan for the Council's approval showing the locations together with details of the Outline Phase Outset Blue Badge Parking Spaces to be provided in that Outline Phase.

6.4 The Owner shall provide the relevant Outline Phase Outset Blue Badge Parking Spaces as part of each Outline Phase in the locations shown on the plan and in accordance with the details approved by the Council under paragraph 6.3 above and ensure that they are available for use before First Occupation of any Dwelling in that Outline Phase.

6.5 The Owner shall not First Occupy any Dwelling in each Outline Phase until the Outline Phase Outset Blue Badge Parking Spaces in that Outline Phase have been provided in the locations shown on the plan and in accordance with the details approved by the Council under paragraph 6.3 above and are available for use.

6.6 The Owner shall retain the Phase 1 Outset Blue Badge Parking Spaces and the Outline Phase Outset Blue Badge Parking Spaces for the life of the Development unless otherwise agreed in writing with the Council.

7. ON-SITE PARKING: MANAGEMENT PLAN

7.1 The Owner shall submit to the Council a Parking Management Plan for Phase 1 before First Occupation of Phase 1.

7.2 The Owner shall not First Occupy Phase 1 until the Council has approved the Parking Management Plan for Phase 1.

7.3 As part of each application for reserved matters approval for each Outline Phase, the Owner shall submit a Parking Management Plan for that Outline Phase.

7.4 The Owner shall comply with every approved Parking Management Plan for the life of the Development SAVE THAT, to the extent that there is an inconsistency between two or more

approved Parking Management Plans, the Owner shall comply with the most recently approved Parking Management Plan.

8. ON-SITE PARKING: RESTRICTION ON USE

8.1 Subject to paragraphs 8.2 and 8.3 below, the Owner shall prohibit the use of the Onsite Parking Spaces other than by Blue Badge Residents for the life of the Development.

8.2 The Onsite Parking Spaces which are provided for the Community Centre under the Community Centre Lease, for the Nursery under the Nursery Lease, for the Phase 1 Creche under the Creche Lease and for the Primary School under the Primary School Lease may be used by Blue Badge Holders who are not Blue Badge Residents PROVIDED ALWAYS THAT they are visiting the Development to use or work at one of the facilities set out in this paragraph.

8.3 The Owner shall ensure that any Blue Badge Resident who has been allocated an Onsite Parking Space but who has subsequently ceased to be a Blue Badge Resident may continue to use their allocated Onsite Parking Space until (but excluding) the date falling three calendar months after that Blue Badge Resident ceases to be a Blue Badge Resident.

8.4 The Owner shall ensure that all Onsite Parking Spaces are designed and provided in accordance with the Disabled Parking Standards.

8.5 The Owner shall ensure that any Blue Badge Resident who is allocated an Onsite Parking Space in accordance with an approved Parking Management Plan shall have the exclusive use of that Onsite Parking Space until (but excluding) the earlier of the following dates:

- (a) the date on which that Blue Badge Resident ceases to Occupy the relevant Dwelling; and
- (b) the date falling three calendar months after that Blue Badge Resident ceases to be a Blue Badge Resident.

8.6 The Owner shall not include in any lease, licence or tenancy agreement of any Dwelling a right to a parking space on the Site.

8.7 The Owner shall ensure that all advertising relating to the availability of any Dwelling clearly states that:

- (a) car parking spaces on the Site are only available for use by Blue Badge Residents for so long as they are Blue Badge Residents plus three calendar months after they cease to be a Blue Badge Resident; and
- (b) the Development does not have sufficient Onsite Parking Spaces for all of the accessible Dwellings.

8.8 The Owner shall not grant any lease or licence of the Onsite Parking Spaces other than in accordance with an approved Parking Management Plan.

9. CAR CLUB

9.1 The Owner shall ensure that the Development is carried out so as to accommodate the provision of the Car Club Spaces.

9.2 Prior to First Occupation of Phase 1 the Owner shall:

- (a) submit a Car Club Scheme to the Council for approval prior to First Occupation of Phase 1; and

- (b) following approval of the Car Club Scheme, use reasonable endeavours to enter into an agreement with the approved Car Club Operator to provide a car on any Car Club Space located within Phase 1 for three years from the date on which that Car Club Space is brought into use in accordance with the approved Car Club Scheme.
- 9.3 The Owner shall not Occupy Phase 1 until:
 - (a) the Car Club Scheme has been approved by the Council in writing; and
 - (b) any Car Club Spaces located in Phase 1 have been provided in accordance with the approved Car Club Scheme and make it available for use by the approved Car Club Operator.
- 9.4 As part of any application for reserved matters approval for an Outline Phase in which the Car Club Scheme approved under paragraph 9.2 locates a Car Club Space, the Owner shall submit a plan showing the proposed location of the Car Club Space together with an updated Car Club Scheme and where the reserved matters approval requires provision of the Car Club Space the Owner shall:
 - (a) use reasonable endeavours to enter into an agreement with the approved Car Club Operator to provide a car on any Car Club Space located within the relevant Outline Phase for three years from the date on which that Car Club Space is brought into use in accordance with the updated Car Club Scheme as approved by the Council; and
 - (b) not First Occupy the relevant Outline Phase until any Car Club Spaces located in that Phase have been provided in accordance with the updated Car Club Scheme approved by the Council and made available for use by the approved Car Club Operator.
- 9.5 Where any approved Car Club Scheme identifies that one Car Club Space is to be provided as a Car Club Highway Bay, the Owner shall pay the Car Club Highway Bay Contribution to the Council prior to First Occupation of the adjacent Phase.
- 9.6 The Owner shall not First Occupy the Phase adjacent or nearest to any Car Club Highway Bay until the Car Club Highway Bay Contribution has been paid to the Council.
- 9.7 Not later than 40 Working Days after receipt of the Car Club Highway Bay Contribution, the Council shall make the necessary traffic management order to create the Car Club Highway Bay and, subject to the order being confirmed, shall implement the order and make the Car Club Highway Bay available exclusively for the parking of a Car Club car for the duration of the order.
- 9.8 The Owner shall ensure that each Car Club Space, once it has been provided and made available for use by the approved Car Club Operator, is accessible to Occupiers and members of the public within and from outside the Site.
- 9.9 The Owner shall advertise the existence of the Car Club operating on the Development as follows:
 - (a) by providing details of the Car Club in its marketing materials for the Development;
 - (b) by providing a leaflet with details of how to join the Car Club to the relevant Occupier on the First Occupation of each Dwelling; and
 - (c) by publicising the Car Club annually including posting notices within common parts of the residential buildings within the Development.

- 9.10 The Owner shall use reasonable endeavours to monitor annually for so long as a contract with a Car Club Operator subsists the use of the Car Club cars by residents of the Development and to provide this information to the Council.
- 9.11 The Owner covenants to retain the Car Club Spaces for the lifetime of the Development.
- 9.12 If an approved Car Club Operator ceases to operate a Car Club at the Development or the Car Club Operator reduces the number of Car Club cars provided on the Car Club Spaces during the initial three year contract period, in both cases for reasons outside of the Owner's control, the Owner shall use reasonable endeavours to engage a different Car Club Operator to provide Car Club cars on the unused Car Club Spaces and this paragraph 9.12 shall apply mutatis mutandis for such three year period if subsequent Car Club Operators cease to operate a Car Club at the Development or reduce the number of Car Club cars provided on the Car Club Spaces.
- 9.13 Any alternative use of the Car Club Spaces shall be approved by the Council in writing before being implemented.
- 9.14 The Owner shall pay the Car Club Credit for up to 500 Dwellings on the Development to the Car Club Operator upon written confirmation by the Car Club Operator that an Occupier of a Dwelling on the Development has joined the Car Club for the Development Provided that the Car Club Credit is only applied once to a Dwelling.

10. TRAVEL PLANS

- 10.1 Before the First Occupation of each Phase, the Owner shall submit a Travel Plan for that Phase to the Council.
- 10.2 The Owner shall not First Occupy each Phase until the Travel Plan for that Phase has been approved by the Council and shall comply with the approved Travel Plan thereafter.
- 10.3 Before First Occupation of the Development, the Owner shall pay the Travel Plan Monitoring Fee to the Council.
- 10.4 The Owner shall not First Occupy the Development until the Travel Plan Monitoring Fee has been paid to the Council.

11. BOW CREEK BRIDGE SAFEGUARDING

- 11.1 The Owner shall not construct any buildings or structures on the Bow Creek Bridge Safeguarded Area or carry out any works which would prevent the provision of Bow Creek Bridge on the Bow Creek Bridge Safeguarded Area for the Bow Creek Bridge Safeguarding Period PROVIDED THAT such safeguarding shall not preclude or prevent the Owner from carrying out during the Bow Creek Bridge Safeguarding Period landscaping works or otherwise using that land for construction related purpose and interim uses (subject to any necessary consents and the agreement of the Council) until such time as the Bow Creek Bridge Safeguarded Area is required by the Council and notice is given pursuant to paragraph 11.3 below.
- 11.2 The Owner shall ensure that the Development is carried out so as to accommodate the provision of the Bow Creek Bridge on the Bow Creek Bridge Safeguarded Area and in so doing shall:
- (a) ensure the electricity connections necessary for the provision of the Bow Creek Bridge are provided to the boundary of the Bow Creek Bridge Safeguarded Area;
 - (b) provide to the Council no less than six months' notice of the anticipated date that the said site will be available to the Council to install the Bow Creek Bridge

AND FOR THE AVOIDANCE OF DOUBT the Council will be responsible for the provision and delivery of the electricity connections for the use of the Bow Creek Bridge and shall make good the Bow Creek Bridge Safeguarded Area once the Bow Creek Bridge has been installed.

11.3 If within the Bow Creek Bridge Safeguarding Period the Owner is notified by Council that the Bow Creek Bridge will be provided within the Bow Creek Bridge Safeguarded Area, the Owner shall:

- (a) within 12 months of the Owner's receipt of such notice ensure that the Bow Creek Bridge Safeguarded Area is clear and a level site with the ability for connections to be made at its boundary to electricity services in accordance with paragraph 11.2(a) above;
- (b) within 20 Working Days of the Owner complying with its obligations in sub-paragraph (a) above:
 - (i) grant to the Council a Bow Creek Bridge Lease at nil consideration and at a peppercorn rent with no service charge (other than in respect of maintenance and management of the Bow Creek Bridge itself) or other charges payable by Council to be granted by the Owner to Council and any other approvals or consents from the Owner reasonably required in order for a Bow Creek Bridge to be provided by or on behalf of Council (including rights of access and the right to erect and maintain a work compound) and used by the general public; and
 - (ii) allow the Council (and its agents) access at reasonable times with or without machinery plant or vehicles onto the relevant part of the Site as is necessary to enable the installation of the Bow Creek Bridge within the Bow Creek Bridge Safeguarded Area.

11.4 Immediately upon service of notice by the Council on the Owner of the completion of the Bow Creek Bridge, the Owner shall permit public access to the Bow Creek Bridge from and across the Site 24 hours a day free-of-charge in perpetuity.

12. RIVER PIER SAFEGUARDING

12.1 The Owner shall not construct any buildings or structures on the River Pier Safeguarded Area or carry out any works which would prevent the provision of:

- (a) River Pier Landing Facilities on the River Pier Safeguarded Area; and
- (b) a River Pier on land adjoining the River Safeguarded Area (but outside the Property)

for the River Pier Safeguarding Period PROVIDED THAT such safeguarding shall not preclude or prevent the Owner from carrying out during the River Pier Safeguarding Period landscaping works or otherwise using that land for construction related purpose and interim uses (subject to any necessary consents and the agreement of the Council and/or TfL) until such time as the River Pier Safeguarded Area is required by the TfL and/or a Riverbus Service Provider and notice is given pursuant to paragraph 12.3 below.

12.2 The Owner shall ensure that the Development is carried out so as to accommodate the provision of River Pier Landing Facilities on the River Pier Safeguarded Area and in so doing shall:

- (a) ensure the electricity, mains water and telecommunications connections necessary for the provision of River Pier Landing Facilities and a River Pier are provided to the boundary of the River Pier Safeguarded Area;

- (b) provide to TfL no less than 6 months' notice of the anticipated date that the said site will be available to a Riverbus Service Provider to install the River Pier Landing Facilities and the River Pier

AND FOR THE AVOIDANCE OF DOUBT the Riverbus Service Provider will be responsible for the provision and delivery of the necessary electricity, mains water and telecommunications connections for the use of the River Pier Landing Facilities and the River Pier and shall make good the River Pier Safeguarded Area once the River Pier Landing Facilities and River Pier has been installed.

12.3 If within the River Pier Safeguarding Period the Owner is notified by TfL or a Riverbus Service Provider that the River Pier Landing Facilities will be provided within the River Pier Safeguarded Area, the Owner:

- (a) shall within 12 months of the Owner's receipt of such notice to ensure that the River Pier Safeguarded Area is clear and a level site with the ability for connections to be made at its boundary to electricity, mains water and telecommunications services in accordance with paragraph 12.2(a) above;
- (b) shall within 20 Working Days of the Owner complying with its obligations in sub-paragraph (a) above:
 - (i) grant to the Riverbus Service Provider a River Pier Lease at nil consideration and at a peppercorn rent with no service charge or other charges payable by the Riverbus Service Provider and any other approvals or consents from the Owner reasonably required in order for River Pier Landing Facilities and a River Pier to be constructed and then operated for the purpose of a Riverbus Service by or on behalf of a Riverbus Service Provider (including rights of access and the right to erect and maintain a work compound) and used by the general public; and
 - (ii) allow the Riverbus Service Provider or its agents access at reasonable times with or without machinery plant or vehicles onto such parts of the Site as is necessary to enable the installation of a River Pier on and adjoining the River Pier Safeguarded Area;
- (c) may request details from TfL or a Riverbus Service Provider (as applicable) of the River Pier Landing Facilities that are proposed including the identity of the proposed operator, how the River Pier will operate, details and layout of any structures to be installed on the River Pier Safeguarded Area the design and visual impacts of such structures to be reviewed by the Owner within the context of the Development with the Riverbus Service Provider acting reasonably in having regard and taking into account any reasonable representations of the Owner.

12.4 Immediately upon service of notice by the Riverbus Service Provider on the Owner of the completion of a River Pier, the Owner shall permit public access to the River Pier from and across the Site 24 hours a day free-of-charge in perpetuity.

13. **RIVER WALK SAFEGUARDING**

13.1 The Owner shall not construct any buildings or structures on the River Walk Safeguarded Area nor carry out any works in the River Walk Safeguarded Area.

13.2 The Owner shall permit public access to the River Walk Safeguarded Area from the Site 24 hours a day free-of-charge in perpetuity including for the purposes of access and recreation, including access to the south-eastern boundary of the Site.

13.3 If a footway and/or cycleway is made available for public access on the land adjacent to the south-eastern boundary of the Site and abutting the River Thames, the Owner shall permit public access from the River Walk Safeguarded Area to that footway and/or cycleway.

14. **HEALTHY STREETS**

14.1 As part of each application for reserved matters approval for each Outline Phase, the Owner shall submit a Healthy Streets Assessment for that Outline Phase and shall send a copy to TfL.

14.2 The Owner shall carry out before First Occupation of each Phase the measures, works and improvements identified in the approved Healthy Streets Assessment for that Phase and thereafter shall retain and maintain those measures, works and improvements save to the extent that any such measures, works and improvements have been adopted and are maintained by the relevant highway authority under a Highway Works Agreement.

14.3 The Owner shall not First Occupy each Phase until the measures, works and improvements identified in the approved Healthy Streets Assessment for that Phase have been carried out and completed.

15. **HIGHWAY WORKS**

15.1 Before the Implementation of each Phase, the Owner shall:

- (a) agree with the relevant highway authority or authorities the scope of the Highway Works for that Phase, including any measures, works and improvements identified in the approved Healthy Streets Assessment for that Phase to be carried out as part of the Highway Works; and
- (b) submit to the relevant highway authority or authorities a Highway Works Specification for the Highway Works for that Phase.

15.2 The Owner shall not Implement any Phase until:

- (a) the scope of the Highway Works for that Phase has been agreed by the relevant highway authority or authorities, including any measures, works and improvements identified in the approved Healthy Streets Assessment for that Phase to be carried out as part of the Highway Works; and
- (b) the Owner has submitted to the relevant highway authority or authorities a Highway Works Specification for the Highway Works for that Phase.

15.3 Before carrying out any above-ground works in each Phase the Owner shall enter into a Highway Works Agreement for the Highway Works for that Phase.

15.4 The Owner shall not carry out any above-ground works in any Phase until:

- (a) the Highway Works Specification for the Highway Works for that Phase has been approved by the Council (in consultation with TfL where the proposed works affect existing and proposed TfL assets and operations on the highway) or TfL (in consultation with the Council) (as the case may be); and
- (b) a Highway Works Agreement for the Highway Works for that Phase has been entered into.

15.5 The Owner covenants with the Council and TfL to:

- (a) submit to the Council and TfL a programme for the Highway Works within each Phase at least 12 weeks in advance of the date the Highway Works are to commence;

- (b) pay the relevant highway authority on demand for:
 - (i) the costs of issuing notices under the New Roads and Street Works Act 1991 and for inspection of construction operations undertaken within the highway; and
 - (ii) inspection costs of the relevant highway authority which shall be payable for the duration of the Development;
 - (c) provide for any temporary accesses and barriers, and in doing so must allow for the movement of construction traffic for the duration of the Highway Works to a specification pre-approved in writing by the relevant highway authority;
 - (d) provide for appropriate measures for the re-direction of pedestrian traffic and people on foot, cycle or in a vehicle accessing Docklands Light Railway and London Underground infrastructure, the Emirates Air Line, Silvertown Tunnel and other transport infrastructure in accordance with Chapter 8 of the Traffic Signs Manual; adequate signing must be maintained for the duration of the Highway Works and any traffic management proposals are to be submitted for prior approval in writing;
 - (e) consult with the statutory undertakers and comply with their requirements for the diversion or accommodation of their services as a consequence of the works and if necessary, the relevant highway authority will relocate street lighting columns, cable alterations and ducting at the Owner's expense;
 - (f) ensure that the Highway Works are subject to a 12-month defects liability period from the date of completion of the same during which period the Owner shall remedy any defects notified to the Owner by the relevant highway authority within 14 days of receipt of such notification; and
 - (g) ensure that officers of the relevant highway authority have access at all times for the purposes of inspecting the Highway Works and approval to work on the highway herein shall not prejudice the powers of the relevant highway authority to act to safeguard the interests of the public.
- 15.6 Before the First Occupation of each Phase, the Owner shall complete the Highway Works for that Phase in accordance with the relevant Highway Works Agreement.
- 15.7 The Owner shall not First Occupy any Phase until the completion of the Highway Works for that Phase in accordance with the relevant Highway Works Agreement.
16. **WAYFINDING CONTRIBUTION**
- 16.1 Before First Occupation the Development, the Owner shall pay the Wayfinding Contribution to the Council.
- 16.2 The Owner shall not First Occupy the Development until the Wayfinding Contribution has been paid to the Council.
17. **BUS STOPS CONTRIBUTION**
- 17.1 Before First Occupation of the Development, the Owner shall pay the Bus Stops Contribution to TfL.
- 17.2 The Owner shall not First Occupy the Development until the Bus Stops Contribution has been paid to TfL.

17.3 If TfL has not used or committed all of the Bus Stops Contribution on the date falling 15 years after receipt, it shall repay the unexpended balance (without interest) to the Owner not later than 20 Working Days after receiving a written demand from the Owner.

SCHEDULE 16

EMPLOYMENT

1. GENERAL

The Parties agree that it is important to ensure the benefits of the construction and operation of the Development are realised in terms of the development, support and sustainability of local labour.

2. LOCAL LABOUR

The Owner covenants with the Council and the GLA to:

- (a) set up an inception meeting at least three months before Implementation with Workplace to provide for the effective delivery of the requirements of the local labour provisions;
- (b) use reasonable endeavours to ensure recruitment of Local Residents in connection with the construction and operation of the Development achieves a target of:
 - (i) 35% local employment on the construction phase of the Development;
 - (ii) 50% of end user phase labour to be Local Residents; and
 - (iii) Apprenticeship target of 1 new start Apprentice (Local Resident) per £5m of total construction contract value;
- (c) ensure that recruitment shall occur through the following processes:
 - (i) to provide prior notice to the Council's provider Workplace of the Development's quantum and range of job and Apprenticeship opportunities as soon as the information is available;
 - (ii) to work with the Council's provider Workplace to agree which jobs and Apprenticeship opportunities shall be filled by Workplace (e.g. labouring, plant operations, general working at heights, security etc.) and which jobs are specialist and recruited elsewhere and thereafter to place individuals accordingly;
 - (iii) once agreed, all appropriate job and Apprenticeship opportunities shall be placed with Workplace; and
 - (iv) to work with Workplace to identify appropriate training to prepare residents for job opportunities which will become available in relation to Implementation;
- (d) provide a named officer on behalf of the Owner who shall liaise with Workplace and facilitate regular meeting slots for onsite meetings to enable Workplace to promote their service to onsite contractors;
- (e) allow Workplace (subject to giving reasonable prior written notice) to have regular presence on the Site and to facilitate regular meeting slots to enable Workplace to promote their service to on-site contractors; and
- (f) ensure that all recruitment will include the following processes:
 - (i) the Owner will work with Workplace to develop appropriate training to prepare residents for job opportunities;

- (ii) the Owner shall provide Workplace with advance notice of quantum and range of job opportunities as soon as the information is available;
- (iii) the Owner shall engage in discussions with Workplace and agree which jobs shall be filled by Workplace; and
- (iv) all appropriate job vacancies will be placed with Workplace.

3. **SUPPLY CHAIN OPPORTUNITIES FOR NEWHAM BUSINESSES**

The Owner covenants with the Council and the GLA in respect of supply chain opportunities to provide:

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

4. **MONITORING OF EMPLOYMENT**

- 4.1 The Owner covenants with the Council and the GLA to produce monitoring reports to the Council's nominated officer in the form previously advised by the Council for matters set out in this paragraph 4 on a quarterly basis for Phases 1-3 (inclusive) and on a half-yearly basis for each Phase thereafter.
- 4.2 The Owner covenants with the Council and the GLA to provide Workplace with quarterly monitoring information detailed below:
 - (a) overall number of people employed on the Site;
 - (b) number and percentage of Local Residents employed on the Site;
 - (c) Local Residents' data to include the following (based on residents supplying the information on an informed and voluntary basis and subject to the Owner not being required to breach any relevant data protection or privacy statute):
 - (i) percentage of those that were previously unemployed, broken down as follows:
 - (A) less than 6 months;
 - (B) 6-12 months; and
 - (C) 1 year or more;
 - (ii) length of residency in Newham:
 - (A) less than 6 months;
 - (B) 6-12 months;
 - (C) 1-5 years; and

- (D) 5 years or more;
- (iii) ethnicity;
- (iv) gender;
- (v) disability; and
- (vi) sexual orientation.

5. CONSTRUCTION PHASE EDUCATION COMMITMENTS FOR YOUNG PEOPLE

- 5.1 The Owner covenants with the Council and the GLA prior to Implementation of the Development to submit to the Council an Education Commitments Plan for the delivery of education-related benefits to local schools and colleges which arise from the Development for the Council's comment and approval.
- 5.2 The Owner covenants with the Council and the GLA to ensure delivery of the approved Education Commitments Plan and to work with all contractors and sub-contractors to:
- (a) build links with local schools and colleges in the regeneration area to enhance young people's awareness of the world of business and future employment;
 - (b) helping young people to realise the relevance of education and training, and thereby to engage in learning, to achieve and to take up learning and training opportunities through to 19 years of age;
 - (c) establish links with Newham Education Business Partnership and local schools where facilitated by Workplace during the construction phases of the Development;
 - (d) provide for one-day teacher business placement opportunities to assist teachers to keep up-to-date with business practices, training requirements and expectations during the construction phases of the Development;
 - (e) contribute to Newham Education Business Partnership work-programmes with schools around careers information, education and guidance, work-related learning, enterprise education and mentoring during the construction phase of the Development; and
 - (f) provide work-based learning opportunities, including where possible, Apprenticeship opportunities for young people 16-19 during the construction phases of the Development.

SCHEDULE 17

INDUSTRIAL FLOORSPACE AND AFFORDABLE WORKSPACE

The Owner covenants with the Council and the GLA as follows:

1. INDUSTRIAL FLOORSPACE

- 1.1 To Practically Complete not less than 15,000 sq. m (GEA) of Industrial Floorspace prior to First Occupation of more than 1,400 Dwellings.
- 1.2 Not to First Occupy more than 1,400 Dwellings until 15,000 sq. m (GEA) of Industrial Floorspace has been Practically Completed.

2. AFFORDABLE WORKSPACE STRATEGY AND DELIVERY

- 2.1 To submit an Affordable Workspace Strategy to the Council prior to First Occupation of Building A.
- 2.2 Not to First Occupy Building A unless and until an Affordable Workspace Strategy for the Affordable Workspace has been submitted to and approved by the Council.
- 2.3 On Practical Completion of Building A, to implement the approved Affordable Workspace Strategy.
- 2.4 To notify the Council in writing when any Affordable Workspace has been Practically Completed and is available for Occupation.

3. AFFORDABLE WORKSPACE LEASE

- 3.1 Prior to First Occupation of Building A to lease the Affordable Workspace to a tenant pursuant to an Affordable Workspace Lease and not to First Occupy Building A until the Affordable Workspace has been leased to a tenant pursuant to an Affordable Workspace Lease PROVIDED THAT if an Affordable Workspace Lease has not been completed after 6 months of the Affordable Workspace being advertised for availability in accordance with the approved Affordable Workspace Strategy, then this paragraph 3.1 shall cease to apply.
- 3.2 After six months of the Affordable Workspace being advertised for availability in accordance with the approved Affordable Workspace Strategy, the Owner shall be permitted to commercially Occupy any Affordable Workspace Unit on a rolling temporary basis (each temporary letting not exceeding six months or such other period as agreed by the Council provided that such term shall not exceed 24 months) during any period where the Owner and the Council agree (acting reasonably and providing each other with copies of all relevant documentation and evidence) that there is no demand for that Affordable Workspace Unit.

4. RESTRICTION ON USE

- 4.1 Unless otherwise agreed in writing with the Council, not to use the Affordable Workspace other than in accordance with the terms of this schedule starting from the date on which the relevant unit of Affordable Workspace is First Occupied.

SCHEDULE 18

PUBLIC TOILETS

The Owner covenants with the Council and the GLA as follows:

1. Before Implementation of Phase 4 the Owner shall submit to the Council a written scheme specifying:
 - (a) the detailed design and location of the Public Toilets, such details to include separate entrances/access directly onto the Public Realm; and
 - (b) arrangements for the management and maintenance of the Public Toilets by the Owner or its estate management company and not by an independent commercial operator.
2. The Owner shall not Implement Phase 4 until the Council has approved the scheme submitted by the Owner pursuant to paragraph 1 above.
3. Before the First Occupation of Phase 4 the Owner shall construct the Public Toilets and make them available for beneficial use by the public in accordance with the scheme approved pursuant to paragraph 1 above;
4. The Owner shall not First Occupy Phase 4 until the Public Toilets have been constructed and brought into beneficial use in accordance with the scheme approved pursuant to paragraph 1;
5. The Owner shall manage and maintain the Public Toilets in accordance with the scheme approved pursuant to paragraph 1 for the life of the Development.

SCHEDULE 19

COUNCIL COVENANTS

The Council covenants with the Owner:

1. to use the Contributions and other payments paid pursuant to this Deed solely for the purposes set out in this Deed;
2. to use its reasonable endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by the Owner to the Council;
3. to repay any Contributions or other payments paid pursuant to this Deed which are unspent fifteen (15) years from the date on which each such Contribution is paid under this Deed; and
4. to provide written confirmation of discharge of any planning obligation to this Deed on the written request PROVIDED ALWAYS THAT such request is made in writing by the Owner.

APPENDIX 1

Accommodation Schedule

APPENDIX 2

Community Centre Specification and Fit Out

Thameside West Community Centre Specification and Fit Out

Use

1. The Centre may be used by a variety of groups and organisations, such as early years, youth, the elderly, and as a multi-purpose community hall. It could also be used in part as supporting office space.

Location

2. The Centre will be located within Building Q (Phase 9).
3. The Centre will have residential accommodation over it, but this should be accessed by a separate entrance point.

Access and parking

4. No dedicated off-street parking is required for the Centre; however, rights of access and use will be provided to:
 - at least one wheelchair accessible pick-up and drop-off space of sufficient size to accommodate at least a coach;
 - at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the centre;
 - at least one wheelchair accessible on-site parking space for use by Blue Badge Holders only;
 - short-stay cycle parking spaces, the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 38; and
 - long-stay cycle parking spaces, the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 5.

Facilities Management

5. Space provision for suitably sized and located cleaning cupboards etc shall be incorporated in the design, with a utility sink.
6. The refuse store shall be sized to accommodate a suitable number of bins for standard waste. The refuse store shall be close to the kitchen area lockable and accessible from the street or appropriate collection point.

General building layout

7. The minimum 1,721 sq.m. (GIA) of internal floorspace will be provided.
8. At least 50% of the floorspace will be provided at ground floor, with level access from the street.
9. Should space be located on other floors, a fully accessible lift located in the entrance lobby will be required.
10. An entrance lobby should give access to the main space. Ideally, it should be possible to access the kitchen, WCs and any smaller spaces without crossing the main space.

Entrance and facade

11. The Centre will offer an active frontage to the street/public space, with a clearly visible entrance.
12. A secure entrance lobby will be provided, with capacity to be controlled from within the main space.

Flexible main space

13. A large, regular, double-height space, designed for optimum flexibility. Columns should be spaced on a suitable sized grid and layout for sub-division to create useable spaces and circulation.
14. Other design features to facilitate flexibility will include a raised floor, carpet tiles, floor sockets, regular lighting grid and suitably grouped circuits.

WCs

15. A suitable number of WCs should be provided, based on the assumption of the centre accommodating up to 100 people.

Kitchen

16. A kitchen should be provided suitable for the preparation of light snacks and re-heating food for 100 people at any one time. The kitchen should have the capacity to serve food by means of a servery counter, opening onto the main space. The servery opening should be able to be closed off when the kitchen is not in use.

Storage

17. Ample storage is required, accessible from the main space. It is expected that the storage will be provided by means of deep, full-width wall storage for ease of access. The storage should have sufficient capacity, and suitable compartmentation, to store large items such as group tables, chairs and children's play equipment, as well as smaller items such as stationery and children's toys.

Natural lighting

18. Good natural lighting should be provided to the main space where possible.

Artificial Lighting provision

19. Lighting levels should be such as to meet standards for an office environment. In addition, some atmospheric lighting should be provided with dimmable switch controls.

Acoustics

20. Acoustic levels should be such as to meet standards for an office environment.

Mechanical and electrical

21. Mechanical ventilation should be included.
22. Intruder alarms and CCTV to front entrance should be provided

Information Technology

23. There should provision for adequate electrical load for the use of the main space as office space. Projection facilities should be provided for presentations and film shows.
24. The centre should be wi-fi enabled.

Materials / finishes

25. All materials, building fabric, fixtures and fittings, and finishes should be robust, hard wearing and easy to maintain and replace.

Furniture and equipment

26. The minimum FFE as well as required loose furniture (chairs and tables for 100 people) required for the operational use of the facilities will be included throughout and office furniture if required.

APPENDIX 3

Nursery Specification and Fit Out

Thameside West Nursery Specification and Fit out

1. The main focus of the Nursery will be on providing early years education and childcare for up to 104 children from 0 to 5 years.

Location

2. The Nursery will be located within Building T (Phase 11).
3. The Nursery will have residential accommodation over it, but this should be accessed by a separate entrance point.

Access and parking

4. No dedicated off-street parking is required for the centre; however, rights of access and use will be provided to:
 - at least one wheelchair accessible pick-up and drop-off space;
 - at least one loading/unloading bay to accommodate all sizes and types of vehicle likely to be used to service the Nursery;
 - at least one wheelchair accessible on-site parking Space for use by Blue Badge Holders only;
 - long-stay cycle parking spaces, the exact number, type and location to be subsequently approved by the Council in accordance with prevailing standards but which shall number no less than 37.

Facilities Management

5. Space provision for suitably sized and located cleaning cupboards etc shall be incorporated in the design. Each cleaning cupboard shall have a utility sink.
6. A server room shall be provided in a suitable location within the facility.
7. The refuse store shall be sized to accommodate a suitable number of bins for standard waste; separate bins shall be provided for soil waste. The refuse store shall be close to the kitchen area, lockable and accessible from the street.

General building layout

8. The minimum 943 sq.m. (GIA) of internal floorspace and an appropriate quantum of external space that ensures the nursery meets current national and local guidelines will be provided. At least 75% of the floorspace will be provided at ground floor, with level access from the street.
9. Should space be located on other floors, a fully accessible lift located in the reception area will be required.
10. An entrance lobby should give access to a reception area. Ideally, it should be possible to access the kitchen, WCs and any smaller spaces from the reception.

Design Quality and Technical

11. As good practice, the design shall incorporate attention to safety for young children, throughout. This will include attention to all aspects, from M&E installation (surface temperature, tamper-detering features, position of sockets etc), to FFE (no cord operated blinds, etc).

12. The children's Zones will be multi-use spaces with heating and ventilation capable of being controlled to deliver the required temperature to suit a number of very different activities. Small children and babies will be spending much time on the floor, and the space heating provision shall take this into account. The ventilation system will need to be responsive to changing requirements throughout the day. At some times of the day children are still (sleeping on the floor) and at others, highly active (for many of the daily activity and group sessions).
13. Provision shall be made to integrate extensive display areas within the facility.
14. The minimum level of FFE required for the operational use of the facilities, including electrical equipment shall be provided as part of the delivery of the project to enable the facility to be fit for purpose. The only exclusion is the provision of children's toys. The FFE shall be specific to this age range and from a specialist furniture manufacturer.
15. The minimum level of ICT related equipment required for the operational use of the facilities (monitors, cameras, printing machines etc) shall be provided for the project to enable the facility to be fit for purpose.

Entrance lobby and Reception

16. The Nursery will offer an active frontage to the street/public space, with a clearly visible entrance.
17. A secure entrance lobby will be provided, with capacity to be controlled from the reception area.
18. The entrance lobby shall be sufficiently sized to accommodate buggies and attendants.
19. The staff office shall be located adjacent to the reception.
20. A suitably sized buggy park shall be provided adjacent to the entrance lobby for the exclusive use of the Nursery. This shall be a sheltered unheated secure space for the storage of buggies collectively.
21. It shall only be possible to pass from the reception area into the rest of the facility via secure doors controlled remotely from the reception desk.
22. The reception area will provide direct access to an accessible toilet and baby changing room.
23. A discreet alarm system shall be provided at the reception desk.
24. It shall be possible from the reception desk to physically survey the reception area, any lift doors and the secure doors.
25. The reception desk shall be provided as a bespoke, purpose made, furniture item, screening workstation operations.
26. The CCTV monitor shall be located at the reception desk and shall be monitored from here.

Staff office

27. Located adjacent to the reception desk.
28. The fit-out of the office shall be to the standard of a modern office, with potential for flexibility of office layout.

Children's spaces

29. It is anticipated that the learning Zones (see below) shall be defined and separated from each other by a non-structural transparent partition to provide for adaptability; further sub-division within each Zone is required to establish areas corresponding to manageable size groups. The detail of the partition divisions and sub-divisions shall be explored through the design process. Within the Zone, activity areas shall be flexible and defined by mid-height furniture (e.g. bookcases).
30. Circulation around the main learning space shall be easy and efficient for staff. It shall be possible to pass from one learning zone to another without having to traverse through the middle of a Zone.
31. There shall be good, clear sightlines throughout the main learning space and the outdoor area for ease of supervision to facilitate casual surveillance and monitoring by staff. The partition between the Zones, and between the indoor and outdoor areas, shall be designed accordingly.
32. It is expected that all the main functions shall be on one level.

Zone 1 (0-2 years)

33. Minimum indoor space requirement of 3.5 sq.m. per child.
34. Within the open-plan space, this Zone shall accommodate:
 - a range of activity and theme areas
 - a sleep area
 - coats area
 - storage
35. The activity areas shall be suitable for whole group or small group activity, for soft play, story time etc. Activity areas shall be defined by means of displays, toys, and furniture.
36. A sleeping area shall be defined as a space which can be screened from daylight and offers some separation from noise. This area shall accommodate baby cots, and fold-away beds.
37. The coats area shall be located near to the door(s) to any outdoor play area.
38. Adequate storage for all the activities shall be provided within the Zone.
39. Suitably sized furniture for babies and toddlers shall be provided throughout. This shall include seating and group tables; soft seating; shelving, suitable to deliver the nursery curriculum for this age range

Zone 1 Nappy change room and toilet training area

40. Nappy change room shall be accessed directly from the Zone 1 learning space.
41. Babies and toddlers shall spend significant time in this room being changed, and the area shall be designed accordingly, both in terms of interior fit out, but also in terms of the ceiling lighting, to avoid glare.
42. The room(s) shall accommodate a minimum of two nappy change stations. Each nappy change station shall be bespoke large stations with generous layout spaces and storage.

Bespoke features will include pull-out steps from floor to table top, suitable for children to climb. A wash hand basin shall be provided nearby. Bins for nappy waste shall be provided.

43. A children's toilet training area shall also be provided, including a children's WC and wash hand basin.
44. A large sink shall be provided for the preparation and cleaning of wet activities for the Zone 1 teaching and learning.
45. A suitable number cubby-holes shall be provided for the storage of children's clothes change/ nappies.

Zone 2 (3-5 years)

46. Minimum indoor space requirement of 2.3 sq.m. per child.
47. Within the open-plan space, this Zone shall accommodate:
 - a range of activity and theme areas
 - a sleep area
 - coats area
 - storage
48. The activity areas shall be suitable for whole group or small group activity, for soft play, story time etc. Activity areas shall be defined by means of displays, toys, and furniture.
49. Children in this age range sleep for some of the day on mats, which shall then be stored away. An area within Zone 2 shall therefore be suitable for sleeping, i.e. to offer some separation from noise and some screening from natural light.
50. The coats area shall be located near to the door(s) to any outdoor play area. This shall include pegs and trays at suitable heights for children.
51. Adequate storage for all the activities shall be provided within the Zone.
52. Within the Zone, there shall be a wet activity area with a sink and counter with under storage and wall storage for paints etc.
53. Computers for use by the children will be provided in this area.
54. Suitably sized furniture for small children shall be provided throughout. This shall include seating and group tables; soft seating; shelving, suitable to deliver the nursery curriculum for this age range.

Zone 2 Children's Toilets

55. Children's toilets shall be accessed directly from the Zone 2 area and shall be a short distance from anywhere within Zone 2 and any outdoor play area. Also near to an adult WC to be used by staff and will include a nappy changing station.
56. The children's toilets shall include finishes, furniture and fittings sized and designed to suit the age range of the nursery children. Toilets need not be gender specific. The children's toilets shall include one accessible child-sized WC and a hoist shall be provided.
57. The toilets shall be designed to be easily supervised by staff.

58. The toilet shall be robust, easy to maintain and clean. Toilet cisterns and pipe work shall be concealed, be durable and hard wearing. Wash-hand basins shall have compression taps, no plug, and a mirror.

Outdoor play and learning area

59. Access to an adjacent outdoor play area should be provided where possible. If not possible, ensure that outdoor activities are planned and taken on a daily basis. The outdoor area shall be used for learning as well as play and shall be designed to offer distinct areas for different activities such as wet and dry activities, quiet socialising and physical play and activity.
60. It shall be possible to subdivide into two areas by means of a gate, etc, corresponding to Zones 1 and 2. Each area shall be designed to offer some cover, by means of a solid canopy.
61. The outdoor area shall include the provision of fixed play equipment, such as built-in climbing frames, or other features that shall provide interest and play facilities. Suitable floor finishes shall be provided.
62. The outdoor area shall include some trees and planters.
63. A large walk-in storage cupboard shall be provided for the storage of bulk toys, equipment scooters and the like.

Kitchen

64. The kitchen shall be sized to accommodate cooking from fresh ingredients for 104 children's covers at the same time and shall be fitted out as a professional kitchen. Details of the kitchen layout shall be developed with a kitchen specialist.
65. The kitchen shall be located to afford an immediate adjacency with the main learning space for the speedy distribution of food (hot and cold) to each learning Zone.
66. The location and configuration of the kitchen shall be such that a food prep counter shall interface with Zone 2. This shall be used to teach children about food and taste; children shall also be able to watch their food being prepared and cooked in the kitchen from this counter.
67. Deliveries to the kitchen shall arrive via the reception area; it shall be possible to take deliveries from the main reception area to the kitchen without crossing the main learning area.
68. The kitchen area shall include the required ancillary spaces, i.e. small office and change area. Suitable provision for bins within the kitchen shall be provided, taking into account the proximity to the bin store.

Laundry room

69. The laundry shall be located near to the baby change room and accessed directly from the main learning space to the baby change room. It shall be provided with an industrial washing machine, a professional drying machine, a irer, ironing facilities, and a sink.

Staff room

70. The staff room shall be sized appropriately (estimated up to 15 staff). The staff room shall be suitably designed for eating and relaxing. It shall have good quality chairs, as well as tables and chairs for eating and working. It shall include a kitchen area with some under and over counter storage, a sink and zip tap, microwave, and fridge.
71. Staff lockers for personal possessions shall also be provided within the staff room.

Staff toilets

72. Adequate staff toilets shall be provided in a suitable location within the facility. Staff toilets can be single unisex cubicles. At least one accessible toilet shall be provided for staff on the secure side of the facility.

APPENDIX 4

Heads of Terms for TfL Cycle Hire Docking Station Lease

CYCLE HIRE DOCKING STATION

HEADS OF TERMS: PROPOSED LEASE OF PART RELATING TO

LAND AT THAMESIDE WEST, SILVERTOWN, LONDON E16

SUBJECT TO CONTRACT

- 1. Lease**

The Landlord is to lease the Property to the Tenant for the Term. The Tenant will pay Basic Rent and not be subject to any service, management, maintenance, or electricity charge. The lease will be granted together with the Rights; and subject to the Reservations.
- 2. Property**

The land forming the area of the Site Works to be used for the placing of the Equipment, to be shown edged red on a plan. This will form part of the Landlord's Property.
- 3. Landlord's Property**

Land at Thameside West, Silvertown, London E16 [shown edged blue on the attached plan].
- 4. Landlord's Title Number**

[to be inserted]
- 5. Rights**

The Tenant will have the rights necessary to carry out the Site Works and to use the Property for the Permitted Use including for the purposes of the operation, servicing and maintenance of the Equipment. The Tenant will also have a right of access to and from the Property (on foot and/or with bicycles and/or with vehicles) through the Common Parts, with such access to include a loading and unloading area adjacent to the cycle hire dock capable of accommodating a van with a loading ramp. The Tenant will also have the right to connect to services which shall be installed by the Landlord up to the boundary of the Property, and access to electricity at no cost to the Tenant.
- 6. Reservations**

The Landlord has the right to use and carry out works to the retained property and to access the Property (upon reasonable notice to the Tenant) to inspect the Property or remedy any breach of the lease by the Tenant.

Rights of light, air, support, protection and shelter for the retained property of the Landlord are also reserved.
- 7. Common Parts**

Parts of the Landlord's Property provided or created for the common use of tenants or occupiers of the Landlord's property (such as access roads and landscaping areas which may be used in connection with the Equipment).

8. **Landlord** [Silvertown Homes Limited (company registration number 03954388) whose registered office is at 12 Carlos Place, London, England, W1K 2ET]
9. **Tenant** Transport for London of 5 Endeavour Square, Stratford, London, E20 1JN
10. **Basic Rent** A peppercorn (if demanded).
11. **Term** A term of 25 years, calculated from (and including) the date of the lease.
12. **Equipment** No fewer than 27 bicycle docking points, payment equipment and associated electrical and engineering apparatus.
13. **Site Works** Works carried out (or procured) by TfL to install and maintain the Equipment at the Property, to be carried out in accordance with a standard programme of works.
14. **Permitted Use** Tenant implementation (of the Site Works) and use of the Equipment by subscribers to the TfL Cycle Hire Scheme.
15. **Repair and Decoration** The Tenant is to keep the Property and Equipment in good and substantial repair and condition (by reference to a schedule of condition agreed before the commencement of the Term), clean and tidy and free from graffiti and to reinstate at the end of the Term.
16. **Alterations by Tenant** Landlord's consent is needed for structural alterations, additions or improvements to the Property.
17. **Subletting and assigning the lease** These acts are prohibited with the exception of assignment of the whole to a subsidiary of TfL or a statutory successor which shall be permitted with consent of the Landlord, which shall not be unreasonably withheld or delayed. Please note that the scheme contractor (appointed by TfL to run the TfL Cycle Hire Scheme) will be permitted to access the Property and use the rights granted under the lease.
18. **Option for further lease** The Tenant has an option to take a lease for a further term of at least 25 years starting the day after the end of the Term on the same terms as the initial lease
19. **Break clause** There is a right for the Tenant to terminate the lease in the event that the TfL Cycle Hire Scheme ends, by providing the Landlord with three months' notice.
20. **Re-entry by Landlord** Landlord has the right to forfeit the Lease where the Tenant is in material breach of any of its covenants in the lease (subject to notice being

given, and a reasonable period for remedy being specified where the breach is capable of being remedied).

21. **Indemnities**

The Tenant is to indemnify the Landlord for all costs etc. incurred as a result of its use of the Property for the Permitted Use, except where the Landlord is responsible.

The Landlord is to indemnify the Tenant for environmental liabilities incurred/imposed prior to the date of the lease and the Tenant is to indemnify the Landlord for environmental liabilities incurred/imposed after the date of the lease arising from use of the Property for the Permitted Use.

22. **Landlord and Tenant Act 1954**

The lease will have the benefit of protection under the Landlord and Tenant Act 1954.

23. **Landlord's solicitors**

Winckworth Sherwood

Address: Minerva House, 5 Montague Close,
London SE1 9BB

Contact name: Colette McCormack

E-mail: cmccormack@wslaw.co.uk

24. **Tenant's solicitors**

Ashurst LLP Address: London Fruit & Wool
Exchange, 1 Duval Square London E1 6PW

Contact name: Trevor Goode

E-mail: trevor.goode@ashurst.com

APPENDIX 5

Heads of Terms for River Pier Lease

9. **Tenant** Transport for London of 5 Endeavour Square, Stratford, London, E20 1JN ("**TfL**") or the Port of London Authority or any other provider of Riverbus Services approved by TfL
10. **Basic Rent** A peppercorn (if demanded).
11. **Term** Term of 10 years calculated from (and including) the date of the lease
12. **Equipment** Landing facilities required to facilitate and operate a River Pier for Riverbus Services (excluding permanent buildings), payment and security equipment, associated electrical and engineering apparatus, and a water connection.
13. **Site Works** Works carried out (or procured) by the Tenant to install, maintain and operate the Equipment at the Property, to be carried out in accordance with a standard programme of works.
14. **Permitted Use** Tenant implementation (of the Site Works) and operation and use of the Equipment by staff and passengers of the Riverbus Services.
15. **Repair and Decoration** The Tenant is to keep the Property and Equipment in good and substantial repair and condition (by reference to a schedule of condition agreed before the commencement of the Term), clean and tidy and free from graffiti and to reinstate at the end of the Term.
16. **Alterations by Tenant** The Landlord's consent is needed for structural alterations, additions or improvements to the Property.
17. **Subletting and assigning the lease** These acts are prohibited with the exception of assignment of the whole to a subsidiary of TfL or a statutory successor which shall be permitted with consent of the Landlord, which shall not be unreasonably withheld or delayed.
18. **Option for further lease** The Tenant has an option to take a lease for a further term of at least 10 years starting the day after the end of the Term on the same terms as the initial lease.
19. **Break clause** There is a right for either the Landlord or the Tenant to break the lease in the event that a regular scheduled Riverbus Service ceases to operate from the River Pier for a period of at least 1 year, unless the Tenant has provided evidence that arrangements are in place for the recommencement of a scheduled Riverbus Service for a period of at least 3 years in length that shall commence within 12 months of cessation of the Riverbus Service.
- The Landlord shall also have a right to break if the operation of a scheduled Riverbus Service does not recommence in accordance with and pursuant to such arrangements.

In addition the Tenant will have the right to break the lease upon not less than 12 months' notice. Tenant break rights are on the basis that all rents demanded prior to the break date are paid and vacant possession is given to the Landlord.

20. **Re-entry by Landlord** The Landlord has the right to forfeit the Lease where the Tenant is in material breach of any of its covenants in the lease (subject to notice being given, and a reasonable period for remedy being specified where the breach is capable of being remedied).
21. **Indemnities** The Tenant is to indemnify the Landlord for all costs etc. incurred as a result of its use of the Property for the Permitted Use, except where the Landlord is responsible.
- The Landlord is to indemnify the Tenant for environmental liabilities incurred/imposed prior to the date of the lease and the Tenant is to indemnify the Landlord for environmental liabilities incurred/imposed after the date of the lease arising from use of the Property for the Permitted Use.
22. **Consents** Landlord to obtain and keep in force any necessary consents for connection of river pier to the retained land.
- Tenant to obtain and keep in force any necessary consents to construct operate and maintain a River Pier for the provision of Riverbus Services and any other services from the demised premises.
- Landlord to provide assistance to the Tenant in procuring necessary consents as is reasonably required.
23. **Landlord and Tenant Act 1954** Premises to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
24. **Landlord's solicitors** Winckworth Sherwood
- Address: Minerva House, 5 Montague Close, London SE1 9BB
- Contact name: Colette McCormack
- E-mail: cmccormack@wslaw.co.uk
25. **Tenant's solicitors** Ashurst LLP
- Address: London Fruit & Wool Exchange, 1 Duval Square London E1 6PW
- Contact name: Trevor Goode
- E-mail: trevor.goode@ashurst.com