

Section 106 Agreement
relating to Convoys Wharf,
Prince Street, London SE8
3JH

Dated

10th March

2015

The Greater London Authority (1)
Transport for London (2)
The Mayor and Burgesses of the London Borough of
Lewisham (3)
Convoys Properties Limited (4)

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PARTIES

- (1) THE GREATER LONDON AUTHORITY of City Hall, the Queens Walk, London SE1 2AA (the "GLA");
- (2) TRANSPORT FOR LONDON of Windsor House, 42-50 Victoria Street, London SW1 0TL ("TfL");
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall, Catford, London SE6 4RU (the "Council");
- (4) CONVOYS PROPERTIES LIMITED (company registration number 05338227) of Hutchison House, 5 Hester Road, London SW11 4AN (the "Owner").

INTRODUCTION

- 1 The Owner wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein upon the Site.
- 2 The Owner is the freehold owner of the Site as the same is registered under Title Number SGL292753 at HM Land Registry.
- 3 The Owner has submitted the Application. By a letter under Section 2A of the 1990 Act dated 30 October 2013 (and also pursuant to Article 7 of the Town and Country Planning (Mayor of London) Order 2008 (as amended)) the Mayor of London directed that he will act as the local planning authority for the purposes of determining the Application and by virtue of Section 35(3) of the Greater London Authority Act 1999 this Deed is being entered into by the GLA on his behalf.
- 4 By virtue of Section 2A of the 1990 Act, the obligations contained in this Deed are enforceable by the Mayor of London and also by the Council.
- 5 TfL is the strategic transport authority for London and is the highway authority for certain highways in the vicinity of the Development and seeks to facilitate the co-ordination of the Parties in promoting the Development given its strategic significance and the substantial public transport matters associated with it. TfL is also responsible for the planning and operation of public transport serving the Site and references to TfL shall include its statutory successors in function.
- 6 The Council is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purposes of Section 1 of the Localism Act 2011 and is further a local highway authority for the purposes of the 1980 Act.
- 7 Having regard to the provisions of the development plan and the planning considerations affecting the Site, the GLA considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the Parties are willing to enter into this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 Definitions

1.1 For the purposes of this Deed the following expressions shall have the following meanings:

"1980 Act"	means the Highways Act 1980.
"1990 Act"	means the Town and Country Planning Act 1990.
"2FE Primary School"	means a 420 pupil, 2 form entry primary school building together with outside play areas to be constructed by the Owner on the School Site in accordance with the provisions of the Fourth Schedule PROVIDED THAT the Owner shall not be required to spend more than £6,900,786 on the construction and fit out of the 2FE Primary School.
"3FE Primary School"	means a 630 pupil 3 form entry primary school building together with outside play areas to be constructed by the Owner on the School Site in accordance with the provisions of the Fourth Schedule PROVIDED THAT the Owner shall not be required to spend more than £6,900,786 on the construction and fit out of the 3FE Primary School.
"3FE Primary School Actual Contribution"	means the amount by which the 3FE Primary School Actual Costs exceed the sum of £6,900,786 PROVIDED THAT the 3FE Primary School Actual Contribution shall not exceed the 3FE Primary School Estimated Contribution by more than 15%.
"3FE Primary School Actual Costs"	means the actual costs of constructing and fitting out the 3FE Primary School in accordance with the Primary School Details as agreed with the Council or (as the case may be) determined by the Specialist (which for the avoidance of doubt shall include professional fees and Value Added Tax).
"3FE Primary School Estimated Contribution"	means the amount by which the 3FE Primary School Estimated Costs (as agreed or determined as provided for in paragraph 1.7 of the Fourth Schedule) exceed the sum of £6,900,786.
"3FE Primary School Estimated Costs"	means the estimated costs of constructing and fitting out the 3FE Primary School in accordance with the Primary School Concept Design for the 3FE Primary School (which for the avoidance of doubt shall include professional fees, contract administration, a reasonable provision for contingencies and Value Added Tax) such costs estimate to be prepared by the Owner and to be accompanied by full details

	(including a detailed breakdown) of all costings and copies of all documentary evidence in support of the same identifying how the costs have been arrived at.
"3FE Primary School Indicative Contribution"	means the amount by which the indicative costs of providing the 3FE Primary School as set out in the Outline Feasibility Study exceed the sum of £6,900,786.
"Acts"	means the 1980 Act, Section 16 of the Greater London Council (General Powers) Act 1974, the Greater London Authority Act 1999, Sections 111, 120 and 123 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling.
"Additional Affordable Housing Dwellings"	means the additional Affordable Housing Dwellings above the Affordable Housing Base Provision that may be required to be delivered pursuant to the provisions of the Fifth Schedule.
"Additional Affordable Housing Payment"	<p>means:</p> <ul style="list-style-type: none"> (a) in Phase 1, 100% of any Applicable Surplus howsoever arising; and (b) in Phases 2 and 3, such sum as shall be equal to 100% of an Applicable Surplus where such Applicable Surplus arises in respect of an Initial Viability Appraisal and/or an Intermediate Viability Appraisal or in each case such lesser sum as may be payable as provided for (respectively) in paragraph 2.21 of the Fifth Schedule and/or in paragraph 2.37 of the Fifth Schedule <p>PROVIDED THAT such sums (on their own or when combined with delivery of Affordable Housing Dwellings) shall not exceed an amount which would equate to more than the Affordable Housing Maximum Provision.</p>
"Additional Affordable Housing Scheme"	<p>means a scheme setting out the proposals for delivery of the Additional Affordable Housing Dwellings in question with the Applicable Surplus, which scheme shall:</p> <ul style="list-style-type: none"> (a) identify the quantum, tenure, size and Plot location of Additional Affordable Housing Dwellings (with reference to plans and drawings approved as part of the Application); and

	<ul style="list-style-type: none"> (b) accord with the Affordable Housing Size Mix; and (c) accord with the tenure mix referred to in paragraph 1.1 of the Fifth Schedule; and (d) include the proposed inputs and values in respect of the Affordable Housing Equation.
"Additional Affordable Housing Feasibility Statement"	<p>means a statement accompanying an Initial Viability Appraisal or an Intermediate Viability Appraisal in respect of Phase 2 or Phase 3 only where such appraisal indicates a Surplus and:</p> <ul style="list-style-type: none"> (a) analysing the feasibility of all options for the delivery of Additional Affordable Housing Dwellings with the Applicable Surplus in question including, but not limited to the generality of the foregoing: <ul style="list-style-type: none"> (i) taking account of any approved Reserved Matters Application (ii) taking account of any Affordable Housing Agreement which has been entered into in respect of such Phase <p>but for the avoidance of doubt the matters specified in sub-paragraphs (i) and (ii) are not intended to be taken given priority over any other considerations in this regard; and</p> (b) where the Owner maintains that one or more of such options is not feasible, containing a full explanation (supported with appropriate written evidence) of the reasons for that conclusion.
"Affordable Business Space"	means not less than 1,330 square metres of Class B1 floorspace to be provided within Phases 1 and 3 to Shell and Core and made available to SMEs in accordance with the provisions of paragraph 1 of the Second Schedule.
"Affordable Housing"	means residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or families on low incomes or in low paid employment who cannot otherwise afford to rent or purchase on the open market.
"Affordable Housing Agreement"	means an agreement for the construction and Transfer of the Affordable Housing Dwellings on

terms (and to a specification to be agreed between the Owner and the Registered Provider) and made between the Owner and the Registered Provider.

“Affordable Housing Base Provision”

means a minimum provision of Affordable Housing Dwellings equal to 15% (by Habitable Room) of the total number of Dwellings (by Habitable Room) within the Development.

“Affordable Housing Dwellings”

means the Dwellings provided as Affordable Housing in the Development in accordance with this Deed including for the avoidance of doubt, any Additional Affordable Housing Dwellings and/or any Converted Affordable Housing Dwellings.

“Affordable Housing Equation”

means:

$$\text{AAHD} = \frac{\text{AS} + \text{AHF}}{(\text{VMD less VPAHD 1, 2})}$$

or

$$\text{CAHD} = \frac{\text{AS} + \text{AHF}}{(\text{EVAHD 1 less VPAHD 2})}$$

Where:

AAHD = the Additional Affordable Housing Dwellings

AHF = Affordable Housing Funding

CAHD = the Converted Affordable Housing Dwellings

AS = Applicable Surplus

VMD = the value of a Market Dwelling

EVAHD 1, 2 = the weighted value of an Affordable Housing Dwelling comprised in the Base AHDs where EVAHD 1 is an Intermediate Dwelling and EVAHD 2 is an Affordable Rent Dwelling

VPAHD 1, 2 = the weighted value of a proposed Affordable Housing Dwelling where VPAHD 1 is an Intermediate Dwelling and VPAHD 2 is an Affordable Rent Dwelling

and where in the case of the EVAHD and the VPAHD the value is assessed by reference to the definition Existing Use Value - Social Housing in the RICS Red Book guidance

and where EVAHD shall be the same as the VPAHD

	and where CAHD shall take account of such affordability criteria as are applicable having regard to the relevant tenure type of the Affordable Housing Dwellings
	and as provided in and having regard to the worked example at Annex 2 to the Fifth Schedule.
"Affordable Housing Funding"	means funds available to the Council that the Owner and the Council have agreed (prior to the date of the submission of the relevant appraisal in accordance with the terms of this Deed) should be applied to the delivery of Affordable Housing on the Site.
"Affordable Housing Estate Management Charges"	means any and all estate-wide management charges to be levied in respect of the Affordable Housing Dwellings.
"Affordable Housing Land"	means such part or parts of the Site upon which the Affordable Housing Dwellings are to be constructed or any part thereof.
"Affordable Housing Maximum Provision"	means a maximum provision of Affordable Housing Dwellings equal to 50% (by Habitable Room) of the total number of Dwellings (by Habitable Room) to be provided within the Development and where an Additional Affordable Housing Payment is required to be paid pursuant to paragraph 2 of the Fifth Schedule, the number of Dwellings (by Habitable Room) represented by such Additional Affordable Housing Payment (as calculated by reference to the Affordable Housing equation) shall be reckoned into the calculation of the said maximum provision of 50%.
"Affordable Housing Service Charges"	means any and all service charges to be levied in respect of Affordable Housing Dwellings applicable to buildings within the Development containing the Affordable Housing Dwellings to which the service charges relate and which are not Affordable Housing Estate Management Charges.
"Affordable Housing Size Mix"	means the mix of sizes of Affordable Housing Dwellings in the Development, such mix to accord with the ranges out in Annex 1 to the Fifth Schedule or such other mix as may be agreed with the Council in writing prior to Commencement of the Phase or part of a Phase contained in a Reserved Matters Application within which the Affordable Housing Dwellings in question are to be provided.
"Affordable Rent"	means such sum as shall not exceed 60% of the local market rent (including the Affordable Housing

	Service Charge and Affordable Housing Estate Management Charge payable in respect of the Affordable Rent Dwelling in question).
"Affordable Rent Dwellings"	means Affordable Housing Dwellings to be provided at an Affordable Rent to eligible households in accordance with the provisions of the Fifth Schedule.
"Air Quality Monitoring"	means works facilities or other measures to monitor the impact of the Development in terms of air quality.
"Air Quality Monitoring Contribution"	means the sum of £100,000 to be paid by the Owner to the Council and applied by the Council to Air Quality Monitoring.
"Anticipated Transfer Date"	means the date on which it is anticipated the Affordable Housing Dwellings will first be made available for Occupation by lessees or tenants of the Registered Provider to whom the Affordable Housing Dwellings are to be Transferred.
"Applicable Surplus"	means a sum equal to 40% of a Surplus.
"Application"	means the application for outline planning permission dated 29 April 2013 submitted to the Council and allocated reference number DC/13/83358 proposing demolition of all non-listed structures at the site, and comprehensive redevelopment (to include retention and refurbishment of the Grade II Listed Olympia Building) to provide up to 419,100 sq.m. of mixed use development comprising up to: 321,000 sq.m. residential (Class C3) (up to 3,500 units); 15,500 sq.m. business space (Class B1/live/work units) and to include up to 2,200 sq.m. for three energy centres; 32,200 sq.m. working wharf and vessel moorings (Class B2 and sui generis); 27,070 sq.m. hotel (Class C1); 5,810 sq.m. retail, financial and professional services (Classes A1 and A2); 4,520 sq.m. restaurant/cafes and drinking establishments (Classes A3 and A4); and 13,000 sq.m. community/non-residential institutions (Classes D1 and D2), 1,840 car parking spaces, together with vehicular access and a river bus facility.
"Base Slab"	means the structural slab for the floor level immediately above the foundations being either a basement, lower ground or ground floor.
"Baseline Considerations"	means : <ul style="list-style-type: none"> (a) any committed and/or implemented highway works (and/or works in the course of implementation) to the surrounding

highway network; and

- (b) any committed developments, (including developments in the course of implementation) within the vicinity of the Site (and including for the avoidance of doubt the Development)

the scope of which shall in each case be agreed by the Owner and the Council (in consultation with TfL) pursuant to paragraphs 8.7(a), 8.10(a) and 8.13 (a) of the Third Schedule and paragraphs 1.9, 1.10 and 1.11 of the Tenth Schedule.

"Borough" means the administrative area of the London Borough of Lewisham.

"Bus Services" means the following bus service enhancements to serve the Development:

- (a) provision of capacity enhancements to existing bus services on Evelyn Street and/or Grove Street towards Central London, Canada Water, Lewisham and/or Greenwich ("the Enhancements"); and
- (b) provision of a new or altered bus service to serve the Site along a route which shall run via the Spine Road or such other route as may be agreed as being appropriate and adequate to serve the Development linking it with Surrey Canal Road, Greenwich and Lewisham and/or such other key local destinations as may be considered appropriate ("the New Bus Service").

"Bus Services Contribution" means the sum of £5,750,000 to be paid by the Owner to TfL and applied by TfL to providing the Bus Services.

"Bus Services Cost" means:

- (a) the total costs of TfL providing the Enhancements for the first 5 years of their operation; and
- (b) the expected total cost as on the date that payment of the Eighth Instalment is due of TfL providing the New Bus Service for the first 5 years of its operation.

"Bus Stop Contribution" means the sum of £99,500 to be paid by the Owner to the Council and applied by the Council to the provision of the Bus Stops.

"Bus Stops"	means the New Off Site Bus Stops and the Improved Bus Stops.
"Business Day"	means a day other than a Saturday or Sunday or a public holiday.
"Car Club"	means a car club to be operated within the Development in order to encourage car sharing and to enable all residents within or in the vicinity of the Development to have access to a car on a short term basis as and when required subject to availability.
"Car Club Parking Spaces"	means a maximum of 35 car parking spaces to be provided in the Development as provided for in paragraph 4 of the Third Schedule and made available for the sole use of the Car Club.
"Car Driver Trip Generation Review Plan"	means the document setting out the process of monitoring vehicle trip generation by the Development and identifying further measures (if required) to reduce trip generation.
"CCTV"	means closed circuit television.
"CCTV Strategy"	<p>means a detailed scheme for the provision of the CCTV System such scheme to include plans and specifications and to include as a minimum:</p> <ul style="list-style-type: none"> (a) the indicative number of CCTV cameras to be installed; (b) the indicative location of any cameras; (c) details as to how it is proposed to connect the CCTV system to the Council's CCTV system and for the avoidance of doubt such connection to be at the Owner's expense and at no cost to the Council and where a cabled connection would require installation across third party land, the means of connection shall be by way of beamed or other means of connection from within the Site; and (d) proposals for management and maintenance of the CCTV System including repair and renewal of cameras and associated equipment (including not only details of physical management and maintenance of such CCTV system but also a summary as to how such management and maintenance is likely to be undertaken and funded).

"CCTV System"	means a CCTV system to serve the Development and which shall also be connected into the Council's CCTV system in accordance with the details approved pursuant to paragraph (c) of the definition of CCTV Strategy.
"Commencement" and "Commence"	where used in relation to the Development or a Phase or a Plot means the carrying out of the first Material Operation in respect of the Development or (as the case may be) the Phase or the Plot in question.
"Commencement Date"	means the date on which the Development is first begun by the carrying out of a Material Operation.
"Commercial Strategy"	means the document entitled "CW013 Commercial Strategy" submitted with the Application.
"Community Project Business Plan"	means either the Sayes Court Business Plan or the Lenox Project Business Plan or both of them.
"Community Project Contribution"	means the sum of £250,000 to be paid by the Owner to the Council and applied by the Council in accordance with the provisions of paragraph 4 of the Fourth Schedule.
"Community Trust Contribution"	means the sum of £250,000 to be paid by the Owner to the Council and applied by the Council to support community initiatives, services and facilities or any of them and to promote social inclusion in Deptford.
"Completed"	<p>means the issue of a certificate of practical completion of the Development (or such specified part) by the Owner's architect, or other project consultant appointed by the Owner save as follows:</p> <ul style="list-style-type: none"> (a) in relation to the Affordable Business Space it shall mean constructed to Shell and Core and Fitted Out; (b) in relation to any Highway Improvements it shall mean the issue of a certificate of completion that shall have the effect of triggering commencement of a maintenance period (or equivalent certification process) whether pursuant to a Highway Agreement or contractual arrangements; (c) in relation to any Publicly Accessible Land it shall mean completed in accordance with the details approved pursuant to the relevant Condition in relation to such Publicly Accessible Land.

"Condition"	means a condition imposed on the Planning Permission.
"Converted Affordable Housing Dwelling"	means an Affordable Housing Dwelling which prior to an Initial Viability Appraisal and/or an Intermediate Viability Appraisal, would have been provided as an Intermediate Dwelling but which following an Initial Viability Appraisal and/or an Intermediate Viability Appraisal is required pursuant to paragraph 2.21 of the Fifth Schedule and/or in paragraph 2.37 of the Fifth Schedule to be provided as an Affordable Rent Dwelling PROVIDED THAT following such conversion the proportion of Affordable Rent Dwellings shall not exceed 40% of all Affordable Housing Dwellings for that Phase.
"Convoys Wharf Information Pack"	means the information set out at Annex 2 to the Eighth Schedule, as updated from time to time in accordance with paragraph 1.2 of the Eighth Schedule.
"CPZ"	means a Council administered permit controlled zone (whether existing or to be introduced in the future) providing for the restriction of vehicle parking within the public highway introduced pursuant to an order made under the Traffic Regulation Act 1984.
"CPZ Contribution"	means the sum of £250,000 to be paid by the Owner to the Council and applied by the Council to the extension of or changes to any existing CPZ (including, for the avoidance of doubt, in relation to hours of operation) or the introduction of a new CPZ on public highways maintained by the Council in the immediate vicinity of the Site PROVIDED THAT the CPZ Contribution may also be applied towards the costs of surveys and studies reasonably required to support the extension of and/or introduction of any controlled parking zone as referred to in this definition.
"Cultural Steering Group"	means a group to be established and administered by the Owner in accordance with paragraph 6 of the Fourth Schedule comprising relevant local expertise, youth representation and sector specialists.
"Cultural Strategy"	means the document entitled "Convoys Wharf Cultural Strategy" (April 2013) submitted with the Application.
"Design and Access Panel"	means the independent panel that shall be responsible for providing advice and guidance on matters relating to design and design quality and

	access in relation to the Development in accordance with paragraph 2 and Annex 1 of the Ninth Schedule.
"Design and Quality Standards"	means the standards of that name issued by the HCA in April 2007.
"Determination Notice"	means a notice served pursuant to clause 20 requiring referral of any dispute or difference between the Parties to be determined under clause 20, proposing an appropriate Specialist and specifying the nature and substance of the dispute and the relief sought in relation to the dispute.
"Development"	means the development permitted pursuant to the Planning Permission.
"DHN Ready"	means designed and constructed so as to be capable of integration with the Site Wide DHN.
"Dispute Resolution Procedure"	means the procedure set out in clause 20.
"Dwelling"	means any dwelling (including a house flat or maisonette) constructed pursuant to the Planning Permission.
"Easily Adaptable"	means that a Dwelling is designed so that it can be adapted without the need for structural alteration and through minor modifications such as fixing grab rails, replacing kitchen units or replacing a bath with a shower, and further that a Dwelling is designed so that it is large enough to accommodate the additional circulation and storage space requirements of wheelchair users in all rooms and circulation areas, in accordance with the London Housing Design Guide Interim Edition 2010.
"Eastern Site Entrance"	means the access for the Site from New King Street for pedestrians, cyclists and vehicles, including buses.
"Eastern Site Entrance Highway Works"	means the permanent works to the Eastern Site Entrance, including the widening of footways on the northern side of Prince Street shown for illustrative purposes on Plan 1.
"Education Provider"	means the Council or any other body or entity as may be nominated by the Council (and notified to the Owner in writing) and which is authorised by the Department for Education and Skills to provide non fee-paying all-ability education to children of school age.
"Employment and Training Contribution"	means the sum of £500,000 to be paid by the Owner to the Council and applied by the Council to the

	provision of Employment and Training Initiatives.
"Employment and Training Initiatives"	means purposes which in the reasonable opinion of the Council promote or enhance employment or employment training or both of them whether within the vicinity of the Site or elsewhere within the Borough and may include by way of example but not limitation making grants towards employment training initiatives or which facilitate the provision of employment opportunities.
"Energy Centre"	means any one or all of the energy centres (each capable of accommodating gas fired combined heat and power plant) that may be constructed on the Site in accordance with the Energy Strategy and any relevant Reserved Matters Approvals (or full planning permission where a full application is submitted instead of a Reserved Matters Application) to provide to the Development some or all of its heating requirements.
"Energy Strategy"	means a written statement by the Owner to be submitted to the Council in accordance with the Approved Energy Statement (CW08) which strategy shall without prejudice to the generality include the prioritisation of connection to SELCHP.
"Enforcement Costs"	means costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Council and/or the GLA and/or TfL for the purpose of or incidental to the enforcement of any right or power of the Council and/or the GLA and/or TfL against the Owner in the event of a breach of any obligation on the part of the Owner under this Deed.
"Evelyn Street/New King Street Highway Works"	<p>means the works shown for illustrative purposes on Plan 2 (subject to road safety audit and further modelling including, for the avoidance of doubt, such further modelling required in respect of the Specified Highway Works) to work towards objectives encouraging an appropriate balance of sustainable transport modes with the following descending order of importance:</p> <ul style="list-style-type: none"> (a) comprehensive pedestrian crossing facilities to enable safe and convenient pedestrian movement at and around the junction, in particular between New King Street and Deptford High Street; (b) sufficient bus priority with no significant impact upon existing bus journey times and

appropriate and convenient passenger access to bus stops and to facilitate bus egress from and (if the Option 1 NKS Works are to be implemented) access to the Development;

- (c) improvements for cyclists at and around the junction to enable safe and convenient passage along Evelyn Street and to facilitate cyclist egress from and access to Deptford High Street and the Development

and the design of such works shall take into account the Baseline Considerations and have regard to the highway and/or traffic management responsibilities of the appropriate highway and/or traffic management authority.

“Evelyn Street/Prince Street Highway Works”

means the works shown for illustrative purposes on Plan 3 (subject to road safety audit and further modelling) to work towards objectives encouraging an appropriate balance of sustainable transport modes with the following descending order of importance:

- (a) comprehensive pedestrian crossing facilities to enable safe and convenient pedestrian movement at and around the junction;
- (b) sufficient bus priority with no significant impact upon existing bus journey times and appropriate and convenient passenger access to bus stops;
- (c) improvements for cyclists at and around the junction to enable safe and convenient passage

and the design of such works shall take into account the Baseline Considerations and have regard to the highway and/or traffic management responsibilities of the appropriate highway and/or traffic management authority.

“Evelyn Street/New King Street Highway Works Contribution”

means the sum of £668,000 to be paid by the Owner to the Council in accordance with paragraph 8.11 (where applicable) of the Third Schedule and applied by the Council to the construction of the Evelyn Street/New King Street Highway Works.

“Evelyn Street/Prince Street Highway Works Contribution”

means the sum of £578,000 to be paid by the Owner to the Council in accordance with paragraph 8.14 (where applicable) of the Third Schedule and applied

		by the Council to the construction of the Evelyn Street/Prince Street Highway Works.
"FE"		means a form of entry of the Primary School assuming a form size of 30.
"Feasible Location"		means an area within and being a part of either of the Olympia Building or the Wharf Site which is determined through the carrying out of the Feasibility Study as being the most appropriate location to accommodate the Lenox Project having regard to the following: <ul style="list-style-type: none"> (a) the physical size and nature of the location and its ability to accommodate the requirements of the Lenox Project; (b) the nature and the cost of any enabling works required including the need for and likelihood of obtaining any necessary associated statutory and other consents; (c) the physical and design impact of the Lenox Project on the wider Development and amendments to the Development that may be required as a result of the Lenox Project; and (d) the impact on the viability of the Development including the extent to which other parts of the Development may be lost or displaced.
"Feasibility Study"		means a study to be carried out to determine the Feasible Location which study shall be carried out in accordance with the Feasibility Study Scope.
"Feasibility Contribution"	Study	means the sum of £20,000 to be paid to the GLA by the Owner in accordance with the terms of this Deed.
"Feasibility Study Scope"		means the scope for the Feasibility Study set out at Annex 4 to the Fourth Schedule.
"Financial Assistance"		means any financial assistance from the GLA and/or any other public or private body which may properly be applied to assist the provision of Affordable Housing.
"Financial Contribution"		means the Air Quality Monitoring Contribution, Bus Services Contribution, Bus Stop Contribution, Community Project Contribution, Community Trust Contribution, CPZ Contribution, Employment and Training Contribution, Evelyn Street/Prince Street Highway Works, Evelyn Street/New King Street Highway Works, Feasibility Study Contribution,

Healthcare Facility Contribution, Highway Works Contribution, Local Open Space Contribution, Monitoring Contribution, Option 1 NKS Highway Works Contribution, Option 2 NKS Highway Works Contribution, Secondary and Post-16 Education Contribution, Travel Plan Monitoring Contribution and Riverbus Service Contribution or any of them.

**“Financially Sustainable,
Robust and Tenable”**

means:

- (a) Financially sustainable - to be measured having regard to the status of the relevant community group as a non-profit charitable organisation. The Community Project Business Plan will need to identify capital and revenue expenditure, forecast income and funding streams from all sources, and to demonstrate that the aims and objectives of the relevant community group (as set out in the relevant Community Project Business Plan) can be achieved in a way which would cover costs and expenses, and which seeks to achieve a surplus over the final 3 years of the lease to be granted to the relevant community group.
- (b) Robust – the Community Project Business Plan shall identify potential risks and how the project would be able to overcome them including sensitivity testing for a +/- 5% change in costs and revenues.
- (c) Tenable – the Community Project Business Plan shall show how the project is capable of being delivered on the site.

“Final Reception Survey”

means the survey to be carried out by the Owner within 60 Business Days of Completion to establish the radio and television reception and signal strength in the Survey Area.

“First Nomination Period”

means the period of at least 2 months commencing no earlier than 6 months prior to the Anticipated Transfer Date.

“First Occupation”

means Occupation for the first time.

“First Residential Occupier”

means the first person to Occupy a Dwelling.

“Fit Out”

means in relation to the Affordable Business Space and the Healthcare Facility, works (for the avoidance of doubt in addition to works encompassed by the definition of Shell and Core) to include the installation of sanitary and kitchen facilities, power

points and IT connections, walls painted with emulsion if not self-finished, screed floors and a finished ceiling if not self-finished and plumbing and heating and in each case related works and references to "Fitted Out" shall be construed accordingly.

"Fundamental Clauses" means those clauses for inclusion in Shared Ownership Leases relating to flats and described as fundamental clauses in the HCA's Capital Funding Guide current at the date the lease in question is granted.

"GLA Income Threshold" means the following income levels to be used when assessing occupancy eligibility criteria under paragraph 9.1 of the Fifth Schedule:

- (a) 1 and 2 bedroom Intermediate Dwellings shall be affordable to households on incomes of £66,000 per annum;
- (b) 3 or more bedroom Intermediate Dwellings shall be affordable to households on incomes of £80,000 per annum

or in each case such other higher limits as shall apply after allowing for indexation in accordance with clause 15 or as may be approved in writing by the Council.

"Gross External Area" means as defined in the RICS Code of Measuring Practice 6th Edition or any subsequent guidance which replaces it.

"Gross Internal Area" means as defined in the RICS Code of Measuring Practice 6th Edition or any subsequent guidance which replaces it.

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

"HCA" means the Homes and Community Agency or any other body and/or successor body fulfilling the same functions.

"Healthcare Facility" means a facility of not less than 650 square metres (which may or may not be co-located with other uses) to be provided in accordance with paragraph 2 of the Fourth Schedule for use by and with space for

	4 general practitioners and incorporating a range of healthcare facilities to be agreed with the Healthcare Provider but which may include, as appropriate, dentistry services, children's services, a minor injuries clinic, a walk-in centre, near patient testing facility, and a base for visiting community teams.
"Healthcare Facility Contribution"	means the sum of £643,724 to be paid by the Owner to the Council in lieu of provision of the Healthcare Facility in accordance with paragraph 2.8 of the Fourth Schedule and to be applied by the Council to healthcare provision in the vicinity of the Site.
"Healthcare Facility Lease"	means a lease of the Healthcare Facility made on arm's length commercial terms such terms to include the lease terms set out in Annex 2 to the Fourth Schedule.
"Healthcare Facility Marketing Strategy"	means a strategy as to the proposed marketing of the Healthcare Facility to Healthcare Providers to be submitted to and approved by the Council pursuant to paragraph 2.2 of the Fourth Schedule and to include (but not be limited to) the following details: <ul style="list-style-type: none"> (a) identification of the potential occupiers for the Healthcare Facility; (b) the steps intended to be taken and by which organisation in marketing and letting the Healthcare Facility including how the potential occupiers are to be targeted; and (c) the proposed date upon which such marketing is intended to commence.
"Healthcare Facility Specification"	means such specification for the construction to Shell and Core and Fit Out (but which for the avoidance of doubt shall include the construction of the building but with no obligation to provide any medical fittings or equipment) of the Healthcare Facility as may be agreed between the Owner and the Healthcare Provider which is to take the Healthcare Facility Lease PROVIDED THAT the Owner shall not be required to commit more than £643,724 to provision of the Healthcare Facility.
"Healthcare Provider"	means such organisation(s), body or bodies within the National Health Service (or as the Council shall nominate) as may be responsible for or have authority to commission health services and/or health facilities within the Borough.
"HFMS Progress Report"	means a written report providing details as to progress with the Healthcare Facility Marketing

Strategy to be accompanied by copies of all material documents including (without prejudice to the generality) copies of marketing material, expressions of interest, correspondence with prospective tenants and offers made in respect of the leasing of the Healthcare Facility.

- "Highway Agreement" means a binding and completed agreement to be entered into by the Owner and the relevant highway authority pursuant to Section 38 and Section 278 or either of them and any other provisions of the 1980 Act for the delivery of the relevant Highway Improvements.
- "Highway Improvements" means the Highway Works, the Option 1 NKS Highway Works or the Option 2 NKS Highway Works, the Evelyn Street/New King Street Highway Works and the Evelyn Street/Prince Street Highway Works.
- "Highway Works" means any or all of the highway works set out in Annex 3 to the Third Schedule to be carried out by the relevant highway authority.
- "Highway Works Contribution" means the sum of £1,417,500 to be paid by the Owner to the Council and applied by the Council to the provision of the Highway Works (including but not limited to any design work, traffic modelling, acquisition of third party land, traffic management orders and safety audits).
- "Highway Works Notice" means a notice served by the Council on the Owner pursuant to paragraph 8.6 of the Third Schedule, confirming the Specified Highway Works to be carried out PROVIDED THAT if the Highway Works Notice shall specify that the Option 1 NKS Highway Works are to be carried out, then the Highways Works Notice shall also confirm that sufficient land (being land which is either existing publicly maintained highway or is land which is sufficiently within the Council's control) is available to enable the Option 1 NKS Highway Works to be carried out.
- "House Price Index" means the House Price Index for the London Borough of Lewisham as published by HM Land Registry or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may determine.
- "House Price Index Linked" means linked to movements in the House Price Index between the date of this Deed and the date of the Initial Viability Appraisal to be conducted in respect of Phase 1 so that the Site Value is adjusted

in accordance with the following formula:

House Price Index Linked Site Value = Site Value x
(A÷B)

Where:

A = the figure for the House Price Index which applied when the House Price Index was last published prior to the date of the Initial Viability Appraisal to be conducted in respect of Phase 1

B = the figure for the House Price Index which applied when the House Price Index was last published prior to the date of this Deed.

"Housing Options Service Level Agreement"	means arrangements made by and between the Sub-Regional Authorities to secure the housing of applicants for Affordable Housing by way of Shared Ownership Leases.
"Improved Bus Stops"	means all or any of the 8 bus stops, including where relevant associated shelters, posts and flags, which are currently provided in the locations shown in yellow and hatched black on Plan 4 together with such other bus stops within the vicinity of the Site as the Council in consultation with TfL may consider should be improved in consequence of the Development, and which bus stops are to be improved by the Council using the Bus Stop Contribution.
"Income Threshold"	means the GLA Income Threshold or the LBL Income Threshold as the context requires.
"Index"	means: <ul style="list-style-type: none">(a) in relation to the Income Threshold the sum specified in paragraph 1.3 of the Ninth Schedule (Public Art), the Riverbus Service Contribution, the sum of £15 per square foot referred to in paragraph 1.7(c) in the Second Schedule or in any case where a sum is referred to but no Index is specified, the RPI measure of consumer price inflation published by the Office of National Statistics;(b) in relation to the Bus Services Contribution, the Bus Stop Contribution, the CPZ Contribution, the Evelyn Street/Prince Street Highway Works Contribution, the Evelyn Street/Prince Street Highway Works Contribution the Healthcare Facility Contribution, the Highway Works

Contribution, Option 1 NKS Highway Works
 Contribution, Option 2 NKS Highway Works
 Contribution, the sum of £6,900,786 referred
 to in connection with the 2FE Primary
 School and the 3FE Primary School, the
 contributions in the amount of £1,000,000
 and £20,000 (per annum) referred to in
 Annex 6 of the Fourth Schedule and the
 sum referred to in paragraph 7 of the Sixth
 Schedule relating to the Thames Path
 Extension, the BCIS All In Tender Price
 Index published by the Building Cost
 Information Service; and

- (c) in the event of any index as referred to
 ceasing to be published such other index or
 indices as the Parties may agree

and reference to the "Relevant Index" shall be
 construed accordingly.

"Infrastructure"	means infrastructure in respect of the Development, which infrastructure is to be agreed between the Owner and the Council in accordance with the RICS Guidance Note pursuant to paragraph 2.12 of the Fifth Schedule or (as the case may be) determined by the Specialist.
"Infrastructure Schedule"	means a schedule identifying each item of Infrastructure together with the costs attributable to the provision of each such item of Infrastructure at the time of the Initial Viability Appraisal.
"Information Legislation"	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
"Initial Cultural Strategy"	means a strategy that shall be reflected in the design of and Reserved Matters Applications in respect of Phase 1 detailing how, and a timetable for implementation of when, the Owner shall deliver such of the commitments set out in Annex 3 of the Fourth Schedule (or any combination thereof with or without such other measures as the Council may agree) as are relevant to Phase 1 of the Development (including proposals for Meanwhile Uses), such strategy to be in accordance with the principles of and commitments given in the Cultural Strategy.
"Initial Olympia Building Strategy"	means a strategy for the delivery of the refurbishment, fit out and use of the Olympia Building for purposes that shall reflect the aims and commitments set out in the Commercial Strategy and

the Cultural Strategy and to include (but not be limited to):

- (a) anticipated timescales for delivery of the refurbishment, fit out and first Occupation of the Olympia Building, such timescale to provide for the Owner to use Reasonable Endeavours for the Olympia Building to be in use by not later than Occupation of 500 Dwellings in Phase 2 but in any event to be available for use not later than Occupation of 900 Dwellings in Phase 2; and
- (b) details of the proposed costs to be applied to the refurbishment, fit out and use of the Olympia Building demonstrating how those costs achieve the investment of not less than £12,329,995 as committed to in the Application.

“Initial Reception Survey” means the survey to be carried out by the Owner prior to Commencement of Phase 1 to establish existing radio and television reception and signal strength in the Survey Area.

“Initial Viability Appraisal” means a financial appraisal for the purpose of establishing any Surplus in respect of the Development to be carried out in the relevant Phase in accordance with the relevant Scheme Details and based on the Initial Viability Appraisal Model and further to be carried out in accordance with the RICS Guidance Note PROVIDED ALWAYS THAT for the purpose of such an appraisal 100% of the Site Value shall be attributed to Phase 1 as a day 1 cost.

“Initial Viability Appraisal Model” means an agreed development appraisal model prepared in accordance with the RICS Guidance Note, which for the avoidance of doubt shall be based upon the relevant viability parameters at the then current costs and values or, if appropriate and agreed between the Owner and the Council, the costs and values used in any previous Viability Appraisal subjected to a relevant index and such model shall be produced on a transparent spreadsheet basis using the Argus Developer or such other model as may be agreed between the Owner and the Council from time to time, which model shall be accompanied by a report justifying the inputs used and supported by appropriate professional reports and evidence where necessary, such model to be subject to refinements that may be agreed between the Owner and the Council from

time to time.

"Interim Energy Strategy"

means a strategy for progressing discussions with Dalkia as the managing entity of SELCHP (or such other appropriate managing entity) regarding the steps required to facilitate the connection of the Development to SELCHP and identifying the measures required to enable and deliver such connection and the next steps required, including timescales.

"Intermediate Dwelling"

means those Affordable Housing Dwellings to be provided for Shared Ownership or for such other intermediate tenure type as may first be agreed by the Council as provided for in paragraph 1.4 of the Fifth Schedule.

"Intermediate Date"

Review

means the date upon which works are begun to construct the Base Slab within a Phase which (when taken with other Base Slabs under construction or already completed within that Phase) means that the Base Slabs under construction or completed in that Phase are in respect of buildings which are to contain not less than 45% and not more than 55% of the residential floorspace to be provided within the Phase PROVIDED THAT where:

(a) works are begun to construct a Base Slab within a Phase at a time when the other Base Slabs under construction or completed in that Phase are in respect of buildings which are to contain less than 45% of the residential floorspace to be provided within the Phase; but

(b) such Base Slab ("the Trigger Base Slab") is of a size that (when taken with other Base Slabs under construction or already completed within that Phase) the Base Slabs under construction or completed in that Phase are in respect of buildings which are to contain more than 55% of the residential floorspace to be provided within the Phase

then in such case the Intermediate Review Date shall be the date upon which works are begun to construct the Trigger Base Slab.

"Intermediate Appraisal"

Viability

means (if relevant) the Initial Viability Appraisal run again on the same basis as required in accordance with paragraph 2.15 of the Fifth Schedule PROVIDED THAT the updated costs and values referred to in the Intermediate Viability Parameters Cost/Value Appraisal shall instead be applied but

only to those Plots in the relevant Phase in respect of which, at the date of such appraisal, works to construct the Base Slab or Base Slabs comprised within such Plot have not yet begun.

"Intermediate Parameters Appraisal"	Viability Cost/Value	means a comparison of the values or costs applied to each of the viability parameters used in the relevant Initial Viability Appraisal with the values or costs current at the time of the carrying out of such comparison, and accompanied by a report indicating (having regard to appropriate professional advice) whether any of the values or costs applied to the viability parameters in the relevant Initial Viability Appraisal would be materially different to such current values or costs, and if so, whether the resulting Return would be materially different from the Return calculated for that Initial Viability Appraisal and setting out the impact (if any) of the same on the Return.
"IRR"		means an internal rate of return as such term is referred to in the RICS Guidance Note.
"John Evelyn Centre Open Space"		<p>means such parts of the areas of open space shown for illustrative purposes on Plan 5 attached hereto and which shall be subject to the following:</p> <ul style="list-style-type: none"> <li data-bbox="705 1120 1345 1191">(a) the total area shall be not less than 1 hectare; <li data-bbox="705 1214 1345 1505">(b) the final extent may exclude an area to accommodate the playground associated with the Primary School the size and location of which shall first be agreed by the Council pursuant to the provisions of paragraph 1 of the Fourth Schedule and an area within the podium for the use of the adjoining occupiers; and <li data-bbox="705 1527 1345 1713">(c) restrictions preventing enclosure of specified areas so as to ensure continued access for the public in accordance with the provisions relating to the Publicly Accessible Land to the extent these may be relevant.
"John Evelyn Centre Site"		means premises with a Net Internal Area of not less than 1,500 square metres (excluding any floorspace which cannot be utilised by the tenant due to archaeological considerations) to be provided within the Development in the location, but not necessarily the full extent, of the area shown on Plan 6 and provided to Shell and Core plus facade and external doors and windows to achieve a water tight premises

at an estimated cost of not less than £2,420,000, such construction and finish to be in accordance with a brief to be formulated by the Owner in consultation with the Sayes Court Garden CIC.

"John Evelyn Centre Lease" means a lease of the John Evelyn Centre Site and the John Evelyn Centre Open Space the terms of which shall include those terms set out at Annex 6 to the Fourth Schedule and subject to such variations as may be agreed between the parties to the lease.

"Key Worker" means an employee of any of the following:-

- (a) any health service body as such expression is defined in the National Health Service and Community Care Act 1990;
- (b) the ambulance service;
- (c) the social services;
- (d) the fire service;
- (e) the police service;
- (f) public transport;
- (g) the teaching/education services;
- (h) any other organisation or body operating in the public sector previously approved in writing by the Council;
- (i) British Transport Police; or
- (j) any other category that the HCA may from time to time approve

in all cases being the main applicant for Affordable Housing such applicant having a maximum eligible household income of sixty-six thousand pounds (£66,000) to be eligible for consideration for Affordable Housing Dwellings of up to 2 bedrooms and a maximum eligible household income of eighty thousand pounds (£80,000) to be eligible for consideration for Affordable Housing Dwellings of more than 2 bedrooms in both cases or such other higher limits as shall apply after allowing for indexation in accordance with clause 15 or as may be approved in writing by the Council.

"LBL Income Threshold" means the following income levels to be used when assessing occupancy eligibility criteria under paragraph 9.1 of the Fifth Schedule:

- (a) 1 bedroom Intermediate Dwellings shall be affordable to households on incomes of

£36,795 per annum;

- (b) 2 bedroom Intermediate Dwellings shall be affordable to households on incomes of £42,663 per annum;
- (c) 3 or more bedroom Intermediate Dwellings shall be affordable to households on incomes of £59,810 per annum

or in each case such other higher limits as shall apply after allowing for indexation in accordance with clause 15 or as may be approved in writing by the Council.

"Lenox Project"

means a community-led heritage project centred around construction of a full size replica of the 17th century warship The Lenox, and which shall, for the purposes of this Deed, be defined through the Lenox Project Business Plan as approved and/or determined in accordance with the terms of this Deed.

"Lenox Project Business Plan"

means a business plan submitted to the Owner and the Council (for approval by both of them) by the Lenox Project CIC with the aim of demonstrating that its proposals for a project to build a full size replica of the 17th century warship The Lenox ("the Lenox") on the Site are Financially Sustainable, Robust and Tenable and which shall include the following information:

- (a) the definition and components of the Lenox Project for the purposes of, inter alia, this Deed;
- (b) the names and relevant experience of all individuals and organisations associated with the project;
- (c) the project objectives;
- (d) outline brief and project programme;
- (e) details of the cost of the project, including the costs of obtaining any Necessary Consents in relation to the project and any amendments to the Development and liabilities arising in consequence of the accommodation of the project on the Site; and
- (f) details of any committed sources of funding and security/guarantees in respect of the costs required to fund the establishment and

on-going running and maintenance of the
Lenox Project.

"Lenox Project CIC"	means the Lenox Project Community Interest Company or such appropriate successor entity having substantially the same objectives.
"Local Businesses"	means businesses which are located in or operate to a material extent within the Borough and "Local Business" shall be construed accordingly.
"Local Labour and Business Coordinator"	means an officer employed by the Council whether as an employee or as a contractor (irrespective of the duration of the contract terms) whose role is to run the Local Labour and Business Scheme within the Borough and to ensure that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as the wider employment benefits of new development.
"Local Labour and Business Scheme"	means the Council's scheme for working with developers and contractors to ensure that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as wider employment and business opportunities (including training and support for Local People) arising from new development within the Borough.
"Local Labour and Business Strategy"	<p>means a jobs, apprenticeships, training and business strategy for the Development according with the Local Labour and Business Scheme setting out strategies and initiatives to provide and improve training employment and business contract opportunities within the Borough and to assist Local People and Local Businesses to secure employment at the Development (both during the construction phase and its end use) which may include (but not be limited to):</p> <ul style="list-style-type: none">(a) routes to employment including direct access to employment opportunities at the Development and addressing wider barriers to employment;(b) early warnings within the Borough of contracts to be let at the Development;(c) the scope and quantum of jobs to be created and the skill requirements in relation to those jobs;(d) recommended training routes to secure jobs;(e) proposals to encourage diversity in the

	workforce;
	(f) measures to encourage Local Businesses to apply for work in relation to the Development;
	(g) training opportunities and employment advice or programmes and employment and training brokerage arrangements;
	(h) provision of opportunities for modern apprenticeships;
	(i) provision of opportunities for school leavers older people and those who have been out of work for a long period;
	(j) provision of childcare and employees assistance to improve working environments;
	(k) interview arrangements for jobs;
	(l) arrangements for working within schools and colleges; and
	(m) targets for monitoring the effectiveness of the strategy.
"Local Open Space Contribution"	means the sum of £560,000 to be paid by the Owner to the Council and applied by the Council to improvements to all or any of the existing public park known as Sayes Court Gardens and other open spaces and play areas within the vicinity of the Development.
"Local People"	means persons who are ordinarily resident in the Borough and including but not limited to school leavers and older people and those who have been out of work for a continuous period of at least 12 months immediately prior to the date that the relevant obligation in this Deed falls to be performed.
"LP Wharf Site Lease"	means a lease of approximately 3,975 square metres within the Wharf Site in such area designated by the Owner (as shall provide sufficient rights of or arrangements for access to the River Thames to enable the launch of The Lenox, having regard to the construction logistics in respect of the Development and such reasonably likely requirements of any future Wharf Site operator or Riverbus Service operator and/or the operational requirements of the Riverbus Pier) to accommodate the Lenox Project on the terms that shall include those set out at Annex 5 to the Fourth Schedule and subject to such

	variations as may be agreed between the parties to the lease.
"Market Dwelling"	means a Dwelling constructed pursuant to the Planning Permission which is not an Affordable Housing Dwelling.
"Market Dwelling Wheelchair Unit"	has the meaning assigned in paragraph 12.4 of the Fifth Schedule.
"Material Operation"	means a material operation as defined in Section 56(4) of the 1990 Act and forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services (PROVIDED THAT for the avoidance of doubt this exclusion shall not extend to any works relating to the provision of the foundations of the Development), works relating to the Highway Works, the Highway Improvements, the temporary access to be provided pursuant to paragraph 8.3 (a) of the Third Schedule, the provision of any temporary construction road or route (whether or not such construction road or route is to be laid along some or all of the route of the Spine Road) erection of any temporary means of enclosure, or the temporary display of site notices or advertisements.
"Meanwhile Uses"	means any temporary use of vacant premises or land within the Site for educational, cultural, community or commercial purposes as provided for in the approved Initial Cultural Strategy or any approved Updated Cultural Strategy or as may otherwise be agreed by the Council.
"Memorandum"	means the written memorandum for each Initial Viability Appraisal and Intermediate Viability Appraisal in such form as shall be agreed between the Council and the Owner and to include (but not necessarily be limited to) the Return, and if applicable: <ul style="list-style-type: none"> (a) the quantum, tenure, size and Plot location of the Additional Affordable Housing Dwellings to be provided pursuant to the Affordable Housing Scheme; and/or (b) the amount of an Additional Affordable Housing Payment

in each case, as required pursuant to paragraph 2 of the Fifth Schedule which Memorandum shall be signed by the Owner and the Council and endorsed on this Deed.

“Mitigation Measures”

means such technological measures as are agreed by the Owner and the Council (having regard to the recommendations of the Reception Consultant made in the relevant Second Reception Survey) as being reasonably necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Survey Area to the standard assessed in the relevant initial Reception Survey.

“Monitoring Costs”

means the sum of £400,000 to be paid by the Owner to the Council in accordance with clause 6 and to be applied by the Council:

- (a) as to £150,000, towards the reasonable costs, fees and expenses incurred (including both internal and professional and consultants costs/fees) in connection with the administration and monitoring and discharge of the obligations in this Deed (including approval of and discussions relating to any plans, details, documents and reports hereunder); and
- (b) as to £250,000 towards the costs, fees and expenses incurred (including both internal and professional and consultants costs/fees) in connection with the detailed proposals for the Development (including in relation to Reserved Matters proposals and other submissions pursuant to Condition) and including any matters which may be regulated by any planning performance agreement in respect of the Development and/or any such applications

PROVIDED THAT for the avoidance of doubt such costs (including professional/consultants costs/fees) shall not include costs/fees incurred in relation to the determination of any application once submitted by the Owner to the Council under the Planning Permission and in respect of which the Council has a statutory duty to determine.

“Necessary Consents”

all such statutory, regulatory and third party consents, agreements, approvals and licences as may be necessary in order to enable delivery of the

	required works, facility, service or activity in question, including for the avoidance of doubt planning permission and listed building consent where required.
"Net Internal Area"	means as defined in the RICS Code of Measuring Practice 6 th Edition or any subsequent guidance which replaces it.
"New Off Site Bus Stops"	means the 4 new bus stops including shelters, posts and flags, to be installed in the vicinity of the Site in the locations shown for illustrative purposes only on Plan 4.
"New On Site Bus Stops"	means the 2 new bus stops including shelters, posts and flags to be installed on the Site in the locations shown for illustrative purposes only on Plan 4.
"Non-Residential Unit"	means those units within the Development used or to be used for purposes within Classes A1, A2, A3, A4, B1, B2, C1, D1 and D2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and any sui generis use as is encompassed by the Planning Permission.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display, occupation in relation to security operations or any Meanwhile Uses and "Occupied" and "Occupy" shall be construed accordingly.
"Olympia Building"	means the listed building known as the Olympia Building and situated within Site in the location shaded pink on Plan 7.
"Olympia Building Lease"	means a lease of half of the available internal area (currently being approximately 2,368 square metres) within the Olympia Building in such area designated by the Owner to accommodate the Lenox Project on terms that shall include those set out at Annex 5 to the Fourth Schedule and subject to such variations as may be agreed between the parties to the lease.
"Option 1 NKS Highway Works"	means the works to the public highway on New King Street shown for illustrative purposes on Plan 8 to widen New King Street to facilitate two-way bus and cycle operation, improve pedestrian footways, and enhance on-street parking provision and including landscaping works to integrate the said works with adjoining properties.
"Option 1 NKS Highway"	means the sum of £1,260,000 to be paid by the

Works Contribution"	Owner to the Council pursuant to paragraph 8.8 (where applicable) of the Third Schedule and applied by the Council to the construction of the Option 1 NKS Highway Works in accordance with the terms of this Deed.
"Option 2 NKS Highway Works"	means the works to the public highway on New King Street shown for illustrative purposes on Plan 9, being works to the existing public highway to improve footways and provide a northbound contra-flow cycle lane and associated landscaping and highways works.
"Option 2 NKS Highway Works Contribution"	means the sum of £540,000 to be paid by the Owner to the Council pursuant to paragraph 8.8 where applicable) of the Third Schedule and applied by the Council to the construction of the Option 2 NKS Highway Works in accordance with the terms of this Deed.
"Outline Feasibility Study"	means design of the Primary School to RIBA Stage B in respect of the construction and fit out of each of either the 2FE Primary School or the 3FE Primary School in accordance with the Primary School Specification, with indicative costings in respect of the construction and fit out of the 3FE Primary School.
"Outline Travel Plan"	means the plan entitled "Outline Travel Plan" setting out a series of measures aimed at encouraging sustainable choices for travel to and from the Development and submitted to the Council with the Application.
"Owner's Land"	means the land registered at the Land Registry under title number SGL292753 shown edged red on Plan 10.
"PCR"	means the Public Contracts Regulations 2006 (as amended). means the Public Contracts Regulations 2006 (as amended).
"PCR Challenge Period"	the time period for the time being applicable for a Valid Challenge.
"Parking and Servicing Management Plan"	means the plan to be secured by condition which sets out the proposed allocation and management of the on-site car, cycle and motorcycle parking (including disabled parking) and the vehicle servicing areas, including drop-off and pick up areas.
"Parking Permit"	means a permit enabling a motor vehicle (as defined in the Road Traffic Regulation Act 1984 or statutory modifications or re-enactment thereof) to park in any

CPZ adjoining the Site or in any car park owned, controlled or licensed by the Council in the vicinity of the Site but not including a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

"Pedestrian and Cycle Links"

means the network of pedestrian and cycle links to be provided within the Development as shown for indicative purposes on Plans 11 and 11A or such other network of links as may be agreed with the Council.

"Permitted Closure"

means temporary closure of the Publicly Accessible Land in question or any part thereof (in each case subject always to the conditions prescribed in paragraph 5 of the Sixth Schedule) which is permitted in the following circumstances:

- (a) closure for a maximum of 1 day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (b) with the prior approval of the Council in accordance with paragraph 5 of the Sixth Schedule where the Council is satisfied that such temporary closure is necessary for the purposes of maintenance, repair, cleansing, renewal or resurfacing works within the Publicly Accessible Land in question or for any other reasonable and proper purpose;
- (c) with the prior approval of the Council in accordance with paragraph 5 of the Sixth Schedule where the Council is satisfied that such temporary closure is necessary for the purpose of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) within the Site;
- (d) in the case of emergency a temporary closure where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (e) in accordance with any lawful requirements of the police or any other competent body; and/or
- (f) with the prior approval of the Council in

accordance with paragraph 5 of the Sixth Schedule temporary closure for any public event (whether free to attend or subject to an entrance fee) including (but not limited to) delivery of the objectives identified in the Cultural Strategy, in each case not exceeding a continuous period of 1 month and the aggregate period of closure for all such public events held on all of the Publicly Accessible Land shall not exceed 90 days in any calendar year;

PROVIDED THAT where any closure affects the Riverbus Pier and/or pedestrian and cycle access to the same, and/or any land required by TfL for a bus route and/or the New On Site Bus Stops and/or pedestrian access to the same, then that closure shall not be made except where evidence of TfL's prior approval has been provided to the Council.

"Phase"	means a phase of the Development as identified in the Phasing Plan.
"Phase 1"	means Phase 1 as identified on the Phasing Plan.
"Phase 2"	means Phase 2 as identified on the Phasing Plan.
"Phase 3"	means Phase 3 as identified on the Phasing Plan.
"Phase 3 Survey"	means the survey to be carried out by the Owner at 50% Completion of Phase 3 (or such other alternative timescale as may be agreed) in accordance with the Car Driver Trip Generation Review Plan approved by the Council pursuant to paragraph 9.1 of the Third Schedule.
"Phase Specific CCTV Strategy"	<p>means a CCTV Strategy specific to a Phase which details how the CCTV Strategy will be implemented within the relevant Phase to include the following details:</p> <ul style="list-style-type: none"> (a) the number of CCTV cameras to be installed in such Phase; (b) the location of any cameras in such Phase; (c) the specification for each type of camera; and (d) the proposed timetable for the installation of the CCTV System (including its connection to the Council's CCTV system) by reference to levels of Occupation of Dwellings and/or floorspace to be provided within the Development

PROVIDED THAT any Phase Specific CCTV Strategy shall be designed and shall operate as part of a single coherent CCTV Strategy for the Development (as well as connecting to the Council's CCTV system).

"Phase Specific
Residential Travel Plan"

means the plan containing details of targets, measures and monitoring to be implemented in order to encourage occupiers of the Dwellings forming part of a Phase to travel to and from the Development by means other than by private car and to minimise car usage (particularly single occupancy journeys) and to increase the use of public transport (including the Riverbus Service), walking and cycling to and from the Development and which Phase Specific Residential Travel Plan shall accord with the principles of the Site Wide Residential Travel Plan and the Framework Travel Plan and which after approval by the Council pursuant to paragraph 5.13 of the Third Schedule shall be implemented and maintained in accordance with the provisions of this Deed.

"Phase Specific Non-
Residential Travel Plan"

means the plan containing details of targets, measures and monitoring to be implemented in order to encourage staff, contractors and visitors to those parts of a Phase comprising Non-Residential Units to travel to and from the Development by means other than by private car and to minimise car usage (particularly single occupancy journeys) and to increase the use of public transport (including the Riverbus Service), walking and cycling to and from the Development and which Phase Specific Non-Residential Travel Plan shall accord with the principles of the Site Wide Non-Residential Travel Plan and the Framework Travel Plan and which after approval by the Council pursuant to paragraph 5.9 of the Third Schedule shall be implemented and maintained in accordance with the provisions of this Deed.

"Phasing Plan"

means the plan annexed hereto and numbered Plan 12 marked 'Phasing Plan' or any revision thereof as may be approved by the Council pursuant to the relevant Condition and/or any application as may be required under the 1990 Act.

"Pier Design Guidelines"

means the document entitled "London River Services River Infrastructure" published by TfL.

"Plan "

where followed by a number shall be a reference to

	the plan bearing that number as referred to in the Eleventh Schedule and appended to this Deed.
"Planning Permission"	means the planning permission subject to Conditions to be granted by the Council pursuant to the Application substantially in the form set out in the First Schedule.
"Plot"	means a plot within the Development as shown on the Phasing Plan.
"Primary School"	means the 2FE Primary School or the 3FE Primary School.
"Primary School Concept Design"	<p>means the design of the 2FE Primary School or (as the case may be) the 3FE Primary School which is to accord with the requirements of the Primary School Specification and which is to encompass the following stages in sequence:</p> <ul style="list-style-type: none"> (a) establishment of a brief with the Council in respect of its user requirements in accordance with the Primary School Specification; (b) establishment of details of the building orientation and access and servicing; (c) preparation of indicative building elevation drawings; (d) preparation of building floor plans and completion of a space utilisation study; (e) agreement by the Council as to the performance specification for the building having regard to the Primary School Specification in relation to: <ul style="list-style-type: none"> (i) sustainable development; (ii) energy and energy efficiency; (iii) asbestos; (iv) fire; (v) acoustics; (vi) ventilation and indoor air quality; (vii) lighting; (viii) temperature; (ix) ICT; (x) area guidance;

(xi) accessibility; and

(xii) school meal kitchens.

"Primary School Details"	means the details for the design, layout and fit out (to the extent required in the Primary School Specification) of the 2 FE Primary School or (as the case may be) the 3 FE Primary School to be submitted by the Owner to the Council for agreement pursuant to paragraph 1.9 of the Fourth Schedule and to accord with the Primary School Specification and the Primary School Concept Design.
"Primary School Specification"	means the specification for the construction and fit out of the Primary School to be submitted by the Council to the Owner pursuant to paragraph 1.2 of the Fourth Schedule setting out, but not necessarily being limited to, the education vision and standard of accommodation necessary to accord with DfES Bulletin 99 (BB99) entitled "Briefing Framework for Primary Schools" and for the avoidance of doubt it shall be necessary for the external play space (which may include space shared with other uses and users within the Development) to be provided for pupils of the Primary School to satisfy the curriculum and informal and social requirements for maintained primary schools as described in the said Bulletin PROVIDED THAT the Owner shall not be required to agree a specification which would require the Owner to spend more than £6,900,786 on the construction and fit out of the Primary School.
"Primary School Sum"	means the sum of £6,900,786, subject to any deduction from such sum as is provided for in paragraph 1.21 of the Fourth Schedule.
"Protocol"	means the version of the document currently entitled "Protocol for Cross-Borough Nominations within the South-East London Housing Partnership" between the Sub-Regional Authorities and the South-East London Housing Association Group and which is in effect on the date of first letting of the Affordable Housing Dwellings.
"Publicly Accessible Land"	means the Publicly Accessible Open Space and Publicly Accessible Routes.
"Publicly Accessible Land Management Plan"	means a plan detailing the proposed management and maintenance regime for the Publicly Accessible Land in a Phase or Phases submitted by the Owner to the Council for approval (in consultation with TfL) in accordance with the provisions of paragraph 3.1 of

the Sixth Schedule.

"Publicly Accessible Open Space"	means the areas of open space and outdoor public circulation and congregation forming part of the Development as shown for illustrative purposes on Plan 13 or any revision thereof that may be agreed between the Owner and the Council.
"Publicly Accessible Routes"	means the roads, paths and other routes within the Development intended for use by pedestrians, cyclists and vehicles (such as may be permitted in relation to any particular road, path or route) and which shall include but shall not be limited to the Spine Road, the Riverbus Pier, the Pedestrian and Cycle Links and the Thames Path Extension or any revision thereof that may be agreed between the Owner and the Council and TfL.
"Public Art"	means any permanent or temporary works of art visible to the general public whether part of (but not incorporated inside) a building or freestanding and which may include but is not limited to sculpture, lighting effects, street furniture, landscaping, paving and the incorporation of features into the external facade of buildings.
"Public Art Strategy"	<p>means a strategy which will identify:</p> <ul style="list-style-type: none">(a) timescales for the provision of Public Art throughout the Development;(b) proposals for the involvement of the local community in selecting Public Art for the Development;(c) proposals for commissioning Public Art from local artists or artists with a connection to the area in which the Development is located; and(d) how the proposals for Public Art shall reflect the special heritage of the Site and the heritage of the local area.
"Reception Consultant"	means a consultant specialising in matters relating to television reception and approved by the Council.
"Registered Provider"	means a registered provider as defined in the Housing and Regeneration Act 2008 or any association or organisation from time to time permitted by law to provide Affordable Housing and which registered provider is included on the Council's list for the time being of approved registered providers (the current list being appended

	at Annex 5 to the Fifth Schedule) or such other registered provider as may be proposed by the Owner and approved by the Council.
"Relevant Report"	means a detailed report supported by all relevant documents (including, for the avoidance of doubt, but not limited to the Scheme Details) and other material and calculations evidencing and justifying the conclusions in the Owner's Initial Viability Appraisal.
"Relevant School Building Size"	means the size requirement for the Primary School building in accordance with the Primary School Specification but being not less than 2,230 square metres (Gross Internal Area, and excluding any external play space) for a 2FE Primary School or 3,175 square metres (Gross Internal Area, and excluding any external play space) for a 3FE Primary School or in either case such other area as shall be agreed between the Owner and the Council as being capable of delivering the Primary School in accordance with the Primary School Specification.
"Reserved Matters Application"	means the submission of any applications for approval of any Reserved Matters.
"Reserved Matters Approval"	means an approval of a Reserved Matters Application.
"Reserved Matters"	means any one or more of means of access, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval.
"Resident"	means a freehold or leasehold owner of a Dwelling.
"Return"	means an IRR to the Owner calculated as part of an Initial Viability Appraisal and/or an Intermediate Viability Appraisal and which: <ul style="list-style-type: none"> (a) in respect of the Initial Viability Appraisal carried out at Phase 1, is the IRR based on the costs and values for Phase 1 only; (b) in respect of the Intermediate Viability Appraisal carried out in respect of Phase 1 (if any), is the IRR provided by Phase 1 by applying the costs and values used in (a) in respect of those Plots in respect of which works to construct the Base Slab or Base Slabs comprised within such Plot have begun only and the costs and values agreed or determined in the Intermediate Viability Parameters Cost/Value Appraisal in respect

of those Plots in Phase 1 in respect of which the Base Slab has yet to be Commenced to provide a single figure;

- (c) in respect of the Initial Viability Appraisal carried out prior to Phase 2, is the IRR provided by Phases 1 and 2 combined by applying the costs and values used in (a) and (b) (if applicable) for Phase 1 together with the costs and values for Phase 2 to provide a single figure;
- (d) in respect of the Intermediate Viability Appraisal carried out in respect of Phase 2 (if any), is the IRR provided by Phases 1 and 2 combined by applying the costs and values used in (a) and (b) (if applicable) for Phase 1 together with the costs and values used in (c) in respect of those Plots in Phase 2 in respect of which works to construct the Base Slab or Base Slabs comprised within such Plots have begun only and the costs and values agreed or determined in the Intermediate Viability Parameters Cost/Value Appraisal in respect of those Plots in Phase 2 in respect of which works to construct the Base Slab or Base Slabs comprised within such Plots have not yet begun to provide a single figure;
- (e) in respect of the Initial Viability Appraisal carried out prior to Phase 3, is the IRR provided by Phases 1, 2 and 3 combined by applying the costs and values used in (a) and (b) (if applicable) for Phase 1 and the costs and values used in (c) and (d) (if applicable) for Phase 2 together with the costs and values for Phase 3 to provide a single figure (so that the whole of the Development is assessed at the pre-Phase 3 Initial Viability Appraisal); and
- (f) in respect of the Intermediate Viability Appraisal carried out in respect of Phase 3 (if any), is the IRR provided by Phases 1, 2 and 3 combined by applying the costs and values used in (a) and (b) (if applicable) for Phase 1, the costs and values used in (c) and (d) (if applicable) for Phase 2 together with the costs and values used in (e) in respect of those Plots in Phase 3 in respect

of which works to construct the Base Slab or Base Slabs comprised within such Plots have begun only and the costs and values agreed or determined in the Intermediate Viability Parameters Cost/Value Appraisal in respect of those Plots in Phase 3 in respect of which works to construct the Base Slab or Base Slabs comprised within such Plots have not yet begun to provide a single figure (so that, again, the whole of the Development is assessed)

and each Initial Viability Appraisal or Intermediate Viability Appraisal shall take into account any Additional Affordable Housing Payment and/or Additional Affordable Housing Dwellings to be paid or provided in respect of any such Initial Viability Appraisal and (if any) Intermediate Viability Appraisal (including for the avoidance of doubt the subject appraisal) PROVIDED THAT the calculation of the Return (including the treatment of any previous Applicable Surplus) shall follow the process set out in the worked example at Annex 3 to the Fifth Schedule.

"RICS Guidance Note"	means the Royal Institution of Chartered Surveyors (RICS) Guidance Note (GN 94/2012) as amended.
"Riverbus Lease Terms"	means the terms set out in Part 2 of Annex 2 to the Third Schedule.
"Riverbus Pier"	<p>means the pier and associated landing facilities required to facilitate and accommodate the Riverbus Service to be constructed:</p> <ul style="list-style-type: none"> (a) in the approximate location shown on Plan 14; (b) in accordance with details which have previously been approved in writing by TfL in consultation with the Council pursuant to paragraph 3.3 of the Third Schedule; and (c) in accordance with the Riverbus Pier Specification; <p>and otherwise in accordance with the relevant provisions of this Deed or such other specification as may be agreed between the Owner and TfL (in consultation with the Council).</p>
"Riverbus Pier Specification"	means the specification for the Riverbus Pier set out in Part 1 of Annex 2 to the Third Schedule.

"Riverbus Service"	means the scheduled passenger boat services to serve the Development and connect it to Central London, Canary Wharf, Greenwich and/or such other destinations as may be agreed between the Owner and TfL (in consultation with the Council).
"Riverbus Service Contribution"	means the sum of £3,000,000 being the contribution to be paid by the Owner towards the costs of operating the Riverbus Service in accordance with the Riverbus Service Strategy but excluding the costs of constructing the Riverbus Pier.
"Riverbus Service Strategy"	<p>means the strategy approved by TfL (in consultation with the Council) pursuant to paragraph 3.2 of the Third Schedule detailing the following in relation to the provision of the Riverbus Service to be provided by the Owner to serve the Development:</p> <ul style="list-style-type: none"> <li data-bbox="708 833 1339 900">(a) details of the capacity, frequency and cost of use of the Riverbus Service; <li data-bbox="708 922 1339 1034">(b) details of how the Riverbus Service is to be integrated with other passenger services and in particular the Riverbus network; <li data-bbox="708 1068 1339 1135">(c) details of the preferred Riverbus Service operator; <li data-bbox="708 1158 1339 1303">(d) details of progress on engaging with and entering into contractual arrangements with the preferred Riverbus Service operator and their agreement to the Strategy; <li data-bbox="708 1326 1339 1438">(e) provisional details of the intended date when services would commence as agreed with the preferred Riverbus Service operator; <li data-bbox="708 1460 1339 1606">(f) details of the schedule of payments to provide the Riverbus Service as agreed between the Owner and the preferred Riverbus Service operator; and <li data-bbox="708 1628 1339 1881">(g) confirmation of details of and timing of provision of access arrangements through the Site for passengers and staff of boats using the Riverbus pier and TfL staff, both temporary and permanent as relevant and on foot and by bicycle and in the case of staff by vehicle.
"Sayes Court Business Plan"	means a business plan submitted to the Owner and the Council (for approval by both of them) by the Sayes Court Garden CIC with the aim of

demonstrating that its proposals relating to the establishment of a proposed John Evelyn Centre and a horticultural centre of excellence on the Site are Financially Sustainable, Robust and Tenable and which shall include the following information:

- (a) the names and relevant experience of all individuals and organisations associated with the project;
- (b) the project objectives;
- (c) outline brief and project programme;
- (d) details of the cost of the project, including the costs of obtaining any Necessary Consents in relation to the project and any amendments to the Development and liabilities arising in consequence of the accommodation of the project on the Site; and
- (e) details of any committed sources of funding and security/guarantees in respect of the costs required to fund the establishment and on-going running and maintenance of the proposed John Evelyn Centre.

“Sayes Court Garden CIC” means the Sayes Court Garden Community Interest Company or such appropriate successor entity having substantially the same objectives.

“Sayes Court Project” means a community-led heritage project centred around the creation of a centre of urban horticulture celebrating the legacy of John Evelyn, and which shall, for the purposes of this agreement, be defined through the Sayes Court Business Plan as approved and/or determined in accordance with the terms of this Deed.

“Scheme Details” means in respect of the relevant Phase (or part of a Phase) with regard to an Initial Viability Appraisal, a report comprising a summary of the details (to the extent available at that time) the Owner intends to submit, which triggers the requirement for an Initial Viability Appraisal and information and supporting evidence for the purposes of an Initial Viability Appraisal, such items to comply with the relevant aspects of the RICS Guidance Note and to include but not be limited to:

- (a) Floor areas (Gross Internal Area and Net Internal Area);

- (b) Dwelling numbers, habitable rooms, and the split between private and affordable tenures;
- (c) Any existing income that will be received over the development period;
- (d) Anticipated residential sale values and ground rents (including supporting evidence);
- (e) Anticipated sales rates;
- (f) Anticipated value of Affordable Housing Units (with supporting evidence/explanation of how these have been valued);
- (g) Anticipated rental values and yields (including supporting evidence) for the commercial elements of the scheme;
- (h) Details of any incentives expected to be required, rent periods, voids;
- (i) Expected build costs;
- (j) Demolition costs;
- (k) Construction timescales, programme and phasing;
- (l) Any anticipated abnormal costs;
- (m) Professional and appropriate disposal/marketing fees; and
- (n) Prevailing costs of borrowing;

together with such other information (if any) as the Council may from time to time require (acting reasonably) in respect of such report.

“School Hours”

means between the hours of 0700 and 1900 on weekdays and 0800 and 1300 on Saturdays or such other hours as the Council may agree with the Owner having regard to applicable statutory obligations in relation to the delivery of education services and such ancillary services as may from time to time be provided.

“School Lease”

means a lease of the Primary School (including for the avoidance of doubt all outside play areas) to be on terms as provided for in Annex 1 to the Fourth Schedule.

“School Site”

means a part of the Site within the area shown shaded pink on Plan 15 (or such other part of the Site as may be agreed between the Council and the

	Owner pursuant to paragraph 1.1 of the Fourth Schedule) and having an area of not less than the Relevant School Building Size in respect of the Primary School building.
"School Travel Plan"	means the detailed travel plan in respect of the Primary School which shall accord with the Outline Travel Plan and which shall be submitted to and approved by the Council in accordance with paragraph 5.17 of the Third Schedule.
"Secondary and Post-16 Education Contribution"	means the sum of £440,000 (together with any additional amount not exceeding £441,000 as may become payable to the Council as provided for in paragraph 1.4 of the Tenth Schedule) to be applied by the Council to the provision of secondary and/or post-16 education in the Borough.
"SELCHP"	means the South East London Combined Heat and Power energy recovery facility.
"Second Nomination Period"	means the period of at least 2 months commencing with the date on which the First Nomination Period expires and in any event no earlier than 4 months prior to the Anticipated Transfer Date.
"Second Reception Survey"	means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in each Phase on terrestrial and satellite television reception to properties within the Survey Area and to advise on Mitigation Measures.
"Shared Ownership Dwelling"	means an Intermediate Dwelling which is provided or to be provided on a Shared Ownership Lease basis.
"Shared Ownership Lease"	means a lease under which the owner of an Intermediate Dwelling being also the occupier (then or on completion) obtains and retains at least twenty-five percent (25%) equity share of (as the case may be) the leasehold interest of the Intermediate Dwelling (as ascertained at that time) and which allows staircasing and in respect of which rent is payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current HCA rent rate and any such lease to be in accordance with the terms of the model form of shared ownership lease published by the HCA from time to time the current version being effective from 6 April 2010 and "Shared Ownership" shall be construed accordingly.
"Shared Ownership Lessee"	means a lessee of a Shared Ownership Dwelling.

"Shell and Core"	means fitted out to shell and core standard (in accordance with such Building Regulations requirements applicable at the time as may be relevant to a shell and core fit-out) with structural concrete floors internal block-work walls and capped service connections for gas electricity water and foul drainage services and reasonable provision for telecommunications and broadband services to each floor.
"Site"	means the land shown edged red on the Site Plan.
"Site Plan"	means the plan attached hereto and numbered Plan 16.
"Site Wide DHN"	means a site wide district heating network utilising the Energy Centres.
"Site Wide Residential Travel Plan"	means the plan containing details of targets, measures and monitoring to be implemented in order to encourage occupiers of the Dwellings forming part of the Development to travel to and from the Development by means other than by private car and to minimise car usage (particularly single occupancy journeys) and to increase the use of public transport (including the Riverbus Service), walking and cycling to and from the Development submitted to and approved by the Council in accordance with paragraph 5.1 of the Third Schedule which shall take into account the Framework Travel Plan and which after approval by the Council shall be implemented and maintained in accordance with the provisions of this Deed.
"Site Wide Non-Residential Travel Plan"	means the plan containing details of targets, measures and monitoring to be implemented in order to encourage staff, contractors and visitors to those parts of the Development comprising Non-Residential Units to travel to and from the Development by means other than by private car and to minimise car usage (particularly single occupancy journeys) and to increase the use of public transport (including the Riverbus Service), walking and cycling to and from the Development submitted to and approved by the Council in accordance with paragraph 5.1 of the Third Schedule which shall take into account the Framework Travel Plan and which after approval by the Council shall be implemented and maintained in accordance with the provisions of this Deed.
"Site Value"	means a value for the Site of £110,000,000 House

Price Index Linked.

"SME"	means a small or medium sized enterprise or start up business (with priority being given to Local Businesses) which does not operate more than 3 retail or wholesale outlets or employ more than 10 full time staff or equivalent (unless otherwise agreed in writing between the Council and the Owner).
"South East London Housing Association Group"	means those Registered Providers who operate in the Sub-Region.
"South East London Housing Option Agreement"	means the arrangements made between the Sub-Regional Authorities and the South-East London Housing Association Group for the assignment of dwellings to applications for shared ownership tenure housing.
"Specified Highway Works"	means either the Option 1 NKS Highway Works or the Option 2 NKS Highway Works as specified in the Highways Works Notice served by the Council on the Owner pursuant to paragraph 8.6 of the Third Schedule.
"Spine Road"	means a road with a carriageway of 6.4 metres in width (or such other width as may be agreed between the Owner, the Council and TfL) which road is capable of accommodating vehicular traffic through the Development having a specification approved by TfL as suitable for the operation of buses and flanking footways each footway to be not less than 3.0 metres in width all as shown for illustrative purposes on Plan 17.
"Sub-Region"	means together the administrative areas of the London Boroughs of Bexley, Bromley, Greenwich, Lewisham and Southwark.
"Sub-Regional Authorities"	means each of the Councils referred to in the definition of the Sub-Region and 'Sub-Regional Authority' shall mean any one of them.
"Surplus"	means, in respect of each Phase, the monetised amount of profit established in the relevant Initial Viability Appraisal and/or (as appropriate) Intermediate Viability Appraisal minus the amount of profit that the appraisal would have shown if its internal rate of return had been equal to the Trigger IRR and as provided in and having regard to the worked example at Annex 4 to the Fifth Schedule.
"Survey Area Plan"	means the plan showing the area(s) in the vicinity of the Site where the Development may potentially

cause interference to radio and television reception and signal strength in such area(s) and which plan is to be submitted to the Council and approved in accordance with paragraph 1.2 of the Seventh Schedule.

“Temporary Public Access Routes”

means the temporary public access routes to be provided across the Site, the location of such routes to have regard to the construction programme for the Development and health and safety matters arising therefrom) to and from adjoining areas during construction of the Development and so far as practicable allow the public to have access to the Thames Path Extension and any Meanwhile Uses or other aspects of the Cultural Strategy from time to time on the Site details of which Temporary Public Access Routes are to be submitted to and approved by the Council (in consultation with TfL) in accordance with paragraph 2 of the Sixth Schedule.

“Temporary Public Access Routes Details”

means detailed plans and specifications in relation to the laying out and construction of the Temporary Public Access Routes including details of lighting, security and drainage and (where appropriate) landscaping of the Temporary Public Access Routes and in each case providing for such Temporary Public Access Routes to connect with existing public access routes so as to enable continuous public access to and from and across the Site including (but not being limited to) the construction phase of the Development PROVIDED THAT such details shall also include details of the period during which the Temporary Public Access Route in question is intended to be provided.

“Temporary Public Access Routes Management Plan”

means a plan for the management and maintenance (including where appropriate repair and renewal) of the Temporary Public Access Routes to be submitted to and approved by the Council (in consultation with TfL) pursuant to paragraph 2 of the Sixth Schedule and including any subsequent variations to such management plan as may be approved by the Council, such management plan to also include details of the organisation responsible for the management and maintenance of the Temporary Public Access Routes.

“TfL Guidance”

means the Bus Priority Team technical advice note BP1/06 entitled “Accessible bus stop design guidance” (TfL, January 2006) or such other equivalent replacement guidance as may be

	applicable at the time of designing the Bus Stops and the New On Site Bus Stops.
"Thames Path"	means the Thames Path National Trail.
"Thames Path Extension"	means the extension of the Thames Path through the Site and its connection to the existing Thames Path and to adjoining sites and areas, including the connection to Upper Pepys Park as shown for illustrative purposes on Plan 18.
"Third Nomination Period"	means the period commencing on the date on which the Second Nomination Period expires and in any event no earlier than 2 months prior to the Anticipated Transfer Date.
"Transfer"	means in the case of the Affordable Housing Dwellings a transfer to a Registered Provider by way of a long leasehold interest of at least 125 years and 'Transferred' shall be construed accordingly.
"Travel Plan"	means the Framework Travel Plan, Site Wide Residential Travel Plan, Site Wide Non-Residential Travel Plan, Phase Specific Residential Travel Plan, Phase Specific Non-Residential Travel Plan and School Travel Plan or each of them.
"Travel Plan Co-Ordinator"	means the person, entity or group appointed with the prior approval of the Council who has sufficient resources and expertise to co-ordinate, implement, manage and monitor the Site Wide Residential Travel Plan, Site Wide Non- Residential Travel Plan, Phase Specific Residential Travel Plans, the Phase Specific Non-Residential Travel Plans and the School Travel Plan.
"Travel Plan Monitoring Contribution"	means the sum of £10,000 to be paid by the Owner to the Council and applied by the Council towards costs incurred in the approval of Travel Plans, their review and monitoring and any other requirements of the requirements of this Deed relating to Travel Plans.
"Trigger IRR"	means an IRR to the Owner being not less than 20%, but otherwise to be agreed between the Owner and the Council at the time of the relevant Viability Appraisal taking into account all risk considerations in respect of what is being reviewed, including market demand, competition, the complexity and scale of the relevant Phase, financial risk and exposure, construction cost and anticipated timescales for completion of the relevant Phase.
"Updated Olympia Building"	means a strategy for the use of the Olympia Building

Strategy"	<p>for purposes that shall reflect the aims set out in the Commercial Strategy and the Cultural Strategy and to include (but not limited to):</p> <ul style="list-style-type: none"> (a) the proposals for the mix of commercial and cultural use of the Olympia Building and how such use is to be actively promoted; and (b) details as to how the Olympia Building is to be managed and maintained and how that is intended to be funded.
"Valid Challenge"	means a challenge under the PCR by a third party (such third party not including any company or other person connected with the Owner) made against the Council and claiming the provisions of this Deed relating to the provision of the Primary School are in breach of PCR.
"Warranties"	means collateral warranties (where appropriate) in respect of the Primary School to be provided to the Council in accordance with paragraph 1.26 of the Fourth Schedule and 'Warranty' shall be construed accordingly.
"Western Site Entrance"	means the access to the Site from Grove Street.
"Western Site Entrance Highway Works"	means the permanent works to the Western Site Entrance shown for illustrative purposes on Plan 19 attached hereto.
"Wharf Infrastructure Consents"	means the planning consents and other third party and regulatory consents, agreements, approvals and licences required for the construction of the Wharf Infrastructure.
"Wharf Jetty"	means the new jetty to be provided by the Owner and which shall form part of the Wharf Site Infrastructure.
"Wharf Jetty Method Statement"	means the method statement setting out proposals to address and manage any potential localised disturbance and adverse impacts of construction of the Wharf Jetty on water quality submitted by the Owner to the Council and approved prior to Commencement of the Wharf Jetty.
"Wharf Lease"	means a lease of the Wharf Site or part thereof to a suitable occupier on such commercial terms as may be agreed between the Owner and the Wharf Site Lessee.
"Wharf Operator Proposal"	means a short report prepared by the Owner in accordance with paragraph 1.8 of the Eighth Schedule setting out the physical and functional

	requirements and intentions of a potential wharf operator that has expressed a substantive interest in occupying the Wharf Site and using it for waterborne freight handling purposes.
"Wharf Site"	means the part of the Site shown edged green and shaded brown on Plan 20 to be used for waterborne freight handling uses.
"Wharf Site Infrastructure"	<p>means levelling of the Wharf Site or relevant part thereof, capped utilities to the edge of the Wharf Site and the Wharf Jetty to facilitate the use of the Wharf Site for waterborne freight handling uses by one or more Wharf Lessees which for the avoidance of doubt shall not:</p> <ul style="list-style-type: none"> (a) include any Wharf Site Lessee Infrastructure; and (b) require the Owner to commit more than £7,239,000 to its provision.
"Wharf Site Lessee"	means a lessee of the Wharf Site or part thereof pursuant to a Wharf Lease.
"Wharf Site Lessee Infrastructure"	means such buildings and/or infrastructure as may be reasonably required by a Wharf Site Lessee to Occupy the Wharf Site or part thereof in order to carry out its activities in accordance with the terms of its Wharf Lease subject always to the Wharf Site Lessee first obtaining any Necessary Consents for such buildings and/or infrastructure.
"Wheelchair Homes Design Guidelines"	means the Wheelchair Homes Design Guidelines published by the South East London Housing Partnership in November 2012.
"Wheelchair Units"	means such of the Market Dwellings and the Affordable Housing Dwellings as are required by paragraph 12 of the Fifth Schedule to be constructed and fitted out as wheelchair units or constructed as Easily Adaptable Units.
"Wheelchair Units Marketing Strategy"	<p>means a strategy for marketing for the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units to be submitted to the Council for approval pursuant to paragraph 12.7 of the Fifth Schedule and to include (but not being limited to) the following details:</p> <ul style="list-style-type: none"> (a) the classes of potential occupiers identified for the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units which the strategy relates to;

(b) the steps intended to be taken in marketing and letting the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units referred to in the strategy; and

(c) the timescale over which such marketing is intended to occur.

1.2 Where in this Deed reference is made to a clause, paragraph, schedule or plan it is to a clause, paragraph, schedule or plan in this Deed and unless the contrary is expressed, references within a schedule to a paragraph is a reference to a paragraph within that schedule.

1.3 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.

1.4 Except where expressly stated to the contrary a reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.

1.5 Words incorporating the singular include the plural and vice versa and words importing any gender include every gender.

1.6 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.

1.7 References to the Owner shall include reference to its successors in title and persons deriving title from it and its permitted assigns and references to the GLA, TfL and the Council shall include their respective statutory successors.

1.8 References to "Parties" shall mean the parties to this Deed and reference to "Party" shall mean any one of the parties.

1.9 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.

1.10 Reference to "Reasonable Endeavours" shall be taken to mean that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto has pursued the following to the standard of that required of the relevant Party as set out in clause 1.12 over a reasonable period of time in order to achieve the desired result:

(a) methods commercially and reasonably prudent and likely to achieve the desired result; and

(b) in the event a first reasonable attempt at securing the result has failed then (unless there are no reasonable alternatives) one further reasonable alternative such method of achieving the desired result

PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours to comply if it is clear that all further efforts would be futile.

- 1.11 Reference to "All Reasonable Endeavours" shall be taken to mean that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party as set out in clause 1.12 and by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect and where more than one reasonable avenue is available in order to fulfil the obligation in question, then the Party under the obligation shall be required to pursue each such avenue PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours to comply if it is clear that all further efforts would be futile.
- 1.12 The standards referred to in clauses 1.10 and 1.11 in relation to the Parties are as follows:
- (a) in the case of the Owner, that of a competent commercial developer in the context of the Development;
 - (b) in the case of the GLA, that of a competent public authority acting reasonably in the context of its statutory functions;
 - (c) in the case of the Council, that of a competent local authority acting reasonably in the context of its statutory functions; and
 - (d) in the case of TfL, that of a competent public authority acting reasonably in the context of its statutory functions.
- 1.13 For the avoidance of doubt, where the Owner is required to provide 'not less than' a prescribed amount of floorspace, whilst the Owner is not permitted to provide less than the prescribed amount of floorspace, the Owner cannot be compelled to provide more than the prescribed amount of floorspace.
- 1.14 Any restriction on Occupation of the Development or any Phase or any Dwelling or other unit of occupation shall be taken to include a restriction on Occupation of any part of the Development, Phase, Dwelling or other unit of occupation.
- 1.15 Save where expressly provide otherwise, all areas of floorspace referred to in this Deed are references to Gross External Areas.

2 Statutory Provisions

- 2.1 This Deed is made pursuant to sections 2E and 106 of the 1990 Act and the powers contained in the Acts.
- 2.2 To the extent the same fall within the terms of Section 106 of the 1990 Act, then obligations contained in this Deed are planning obligations for the purposes of the said Section 106 and are enforceable by the Council and the GLA and the obligations, covenants and undertakings herein on the part of the Owner are entered into with the intent that the obligations shall bind the Owner's Land and shall be enforceable (subject to the provisions of clause 9) 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 Owner's Land 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.

- 2.3 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council or by or to TfL then the same are entered into pursuant to the relevant powers in the Acts and such obligations, covenants and undertakings shall also be enforceable by or against the Council and by or against TfL (as applicable) accordingly.
- 2.4 The GLA the Council and Owner agree that the obligations, covenants, restrictions and undertakings imposed in this Deed comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

3 Legal Effect

- 3.1 This Deed shall come into effect on the date of this Deed save for:
- (a) clauses 4.2-4.5, 5, 6, 14 and 16, paragraphs 1, 2 and 3 of the Second Schedule, paragraphs 1, 7.1 and 8.3(a) of the Third Schedule, paragraphs 1, 2, 4.6 and 5-7 of the Fourth Schedule, paragraphs 1, 2, 4, 6, 7 and 12.2 of the Fifth Schedule, paragraphs 2, 6 and 7 of the Sixth Schedule, the Seventh Schedule and the Ninth Schedule which shall come into effect on the grant of Planning Permission; and
 - (b) clause 12, paragraph 4 of the Second Schedule, paragraphs 2-7 (but excluding paragraph 7.1), 8 (but excluding paragraph 8.3(a)) and 9 of the Third Schedule, paragraphs 3, 4 (but excluding paragraph 4.6), 8 and 9 of the Fourth Schedule, paragraphs 3, 5 and 8-12 (but excluding paragraph 12.2) of the Fifth Schedule, paragraphs 1 and 3-5 of the Sixth Schedule and the Eighth Schedule which shall come into effect on the Commencement Date

and for the avoidance of doubt any annex to any schedule shall come into effect at the same time as the relevant substantive provision.

4 Obligations of the Owner

- 4.1 The Owner covenants with the GLA, TfL and the Council to observe and perform or cause to be observed and performed the obligations on its part contained in this Deed (including the Schedules hereto) at the times and in the manner provided therein.
- 4.2 The Owner shall pay any monies it is required to pay to the GLA pursuant to this Deed by way of CHAPS transfer to Royal Bank of Scotland, account name: Greater London Authority Income, account number: 00780445, sort code: 16 00 38 or such other account as the GLA shall notify to the Owner in writing.
- 4.3 The Owner shall pay any monies it is required to pay to TfL pursuant to this Deed by way of CHAPS transfer to HSBC Bank plc, account number: 01470442, sort code: 40 07 13, account name: Transport for London General Account (with reference "Convoys Wharf S106") or such other account as TfL shall notify to the Owner in writing.

4.4 At the same time as the Owner shall pay any monies to TfL or the GLA pursuant to this Deed, it shall serve written notice on the Council that the payment has been made, specifying the amount of the payment and giving details of the provision of this Deed under which the payment has been made.

4.5 The Owner shall pay any monies it is required to pay to the Council pursuant to this Deed by way of CHAPS transfer to National Westminster Bank plc, account name: London Borough of Lewisham, account number: 42376688, sort code: 601310 or such other account as the Council shall notify to the Owner in writing.

5 Owner to Notify Council and Other Parties

5.1 The Owner covenants with the Council and the GLA and TfL to notify the Council, TfL and the GLA in writing:

- (a) of its application to H.M. Land Registry under clause 10 within 14 days of the date of this Deed;
- (b) (no later than 6 months beforehand) of the date which is its best estimate of the date the first Reserved Matters Application will be submitted;
- (c) (no later than 6 months beforehand) of the date which is its best estimate of the Commencement Date PROVIDED THAT the Owner shall also notify the Council of any material revision to such best estimate;
- (d) immediately of the occurrence of the Commencement Date for each Phase;
- (e) (no later than 1 month beforehand) of the date which is its best estimate of the date of Completion;
- (f) immediately the same is known:
 - (i) the Anticipated Transfer Date;
 - (ii) the date which is 6 months prior to the anticipated date of Completion of the Spine Road;
 - (iii) the date which is 3 months prior to the anticipated date of Completion of the Spine Road;
 - (iv) the date of Completion of the Spine Road; and
 - (v) the anticipated date of commencement of the Riverbus Service
- (g) immediately of the occurrence of the date of Completion;
- (h) (no earlier than 6 months beforehand and no later than 1 month beforehand) of the date which is its best estimate of First Occupation of the Development;
- (i) immediately of the actual date of First Occupation of the Development and (if different) of the date of the First Occupation of a Dwelling;
- (j) immediately of the actual date of First Occupation of each Phase;
- (k) immediately of the actual date of First Occupation of the 750th Dwelling;
- (l) immediately of the actual date of First Occupation of the 1,050th Dwelling;

- (m) immediately of the actual date of First Occupation of the 1,400th Dwelling;
- (n) immediately of the actual date of First Occupation of the 2,050th Dwelling;
- (o) immediately of the actual date of First Occupation of the 2,500th Dwelling;
- (p) immediately of the actual date of First Occupation of the 2,700th Dwelling;
- (q) immediately of the actual date of First Occupation of 95% of the Dwellings;
- (r) immediately of the actual date of First Occupation of 95% of the Non-Residential Units.

5.2 The Owner covenants with the Council and the GLA and TfL to give notice to any preferred Riverbus Service operator within 10 Business Days of the following events:

- (a) submission of the Riverbus Services Strategy to TfL for approval; and
- (b) approval of the Riverbus Service Strategy by TfL.

5.3 The Owner shall accompany the notice to be given under clause 5.2(a) with a copy of the Riverbus Services Strategy and such notice under clause 5.2(b) with a copy of TfL's approval and shall provide copies of both such notices to the Council and TfL.

6 Monitoring Information

6.1 The Owner shall prepare and submit to the Council (with a copy being provided to TfL) an annual return ("Annual Monitoring Return") detailing for the period of 12 months prior to the date of the relevant annual return the performance and satisfaction of the relevant obligations under this Deed such report to include as a minimum details of the following matters:

- (a) number of Dwellings Completed to date;
- (b) number of Affordable Housing Dwellings Completed (including tenure) to date;
- (c) mix of Dwellings (according to the number of bedrooms) Completed;
- (d) infrastructure provided – social, green, physical (including improvements to parks, pedestrian links, et cetera);
- (e) employment space Completed (m²);
- (f) retail space (Class A1-A4 use) Completed (m²);
- (g) leisure space Completed (m²);
- (h) number of jobs/businesses on Site;
- (i) community space Completed (m²);
- (j) car parking spaces (including for the avoidance of doubt blue badge spaces and spaces for Car Club use) and cycle spaces provided;
- (k) all sums applied to rent free periods and market rent subsidy of the Affordable Business Space, and the amount of such subsidy in respect of each unit of occupation and/or grants made, including names and details

of the businesses occupying the Affordable Business Space, and where grants have been made, the amount and purpose of such grant;

- (l) details of all sums applied to Public Art in accordance with paragraph 1 of the Ninth Schedule (the amount spent on administration and commissioning to be identified separately); and
- (m) details of all payments made under this Deed, including the amount (principal sum and indexation and interest stated separately) and date of payment.

6.2 The Owner shall submit the Annual Monitoring Return to the Council (with a copy to TfL):

- (a) In the case of the first return on or before the 30th day of April first occurring after the date 9 months following the date of Commencement of Development;
- (b) In the case of each subsequent return on or before the 30th day of April in each year during which the Development is being implemented; and
- (c) In the case of the final return on or before the 30th day of April in the year following the completion of the Development.

6.3 The Owner shall pay to the Council the Monitoring Costs as follows:

- (a) £10,000 within 10 Business Days of the date of this Deed;
- (b) £30,000 on the date 2 months after the date of this Deed;
- (c) for each of Phase 1, Phase 2 and Phase 3:
 - (i) £40,000 on the date of submission of the first Reserved Matters Application for such Phase;
 - (ii) £40,000 on the date of the Commencement of such Phase; and
 - (iii) £40,000 on the date of First Occupation of such Phase.

6.4 The Owner shall not submit the first Reserved Matters Application or (as the case may be) Commence a Phase or (as the case may be) Occupy a Phase or any part thereof unless and until it has paid to the Council the relevant instalment of the Monitoring Contribution in respect of that Phase as required by clause 6.3 (c)(i) to (iii).

7 Council's Covenants

7.1 The Council covenants with the Owner the GLA and TfL to observe and perform or cause to be observed and performed the obligations on its part contained in this Deed (including the Schedules hereto) at the times and in the manner provided therein.

8 TfL's and GLA's Covenants

8.1 TfL covenants with the Owner and with Council and with the GLA to observe and perform or cause to be observed and performed the obligations on its part contained in this Deed (including the Schedules hereto) at the times and in the manner provided therein.

- 8.2 The GLA covenants with the Owner, and with the Council and with TfL to observe and perform or cause to be observed and performed the obligations on its part contained in this Deed (including the Schedules hereto) at the times and in the manner provided therein.

9 Enforceability of Obligations

- 9.1 Save in respect of the obligations referred to in clause 9.2 and the restrictions referred to in paragraphs 4.1 and 4.2 of the Second Schedule, the obligations contained in this Deed shall not be binding upon nor enforceable against:

- (a) any individual owner, tenant or occupier of any Dwelling and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver);
- (b) any individual owner, tenant or occupier of any Non-Residential Unit and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver); and
- (c) any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services within or from the Site and for no other purpose.

- 9.2 Subject to clause 9.3:

- (a) the provisions of paragraph 7 of the Third Schedule; and
- (b) Paragraphs 5.1 (subject to the qualifications therein contained), 12.11 and 12.12 of the Fifth Schedule

shall remain directly enforceable against an individual owner, tenant or occupier of any Dwelling.

- 9.3 No person shall be liable for any breach of the planning obligations or other provisions 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).

10 Registration

- 10.1 Immediately after the execution of this Deed, the Owner shall make an application to the Land Registry for entries relating to this Deed to be made in the charges register of the Title Number referred to in recital (2) above.

- 10.2 If the Owner fails to make application as referred to in clause 10.1 above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby consents to such registration and covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

- 10.3 The covenants on behalf of the Parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

11 Site Not To Be Encumbered

- 11.1 The Owner hereby covenants with the GLA and with TfL and with the Council that it will not encumber nor deal with the Site in any manner whereby any Party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

12 Right of Access

- 12.1 Without prejudice to the Council's and/or the GLA's and/or TfL's statutory rights of entry the Owner shall permit the Council and/or the GLA and/or TfL and/or such Party's authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

13 Waiver

- 13.1 No waiver (whether express or implied) by the GLA and/or the Council and/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 the GLA and/or the Council and/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.

14 Interest

- 14.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council or the GLA or TfL (as appropriate) if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 10 Business Days the Owner shall pay on demand to the Council or the GLA or TfL (as appropriate) interest thereon at the interest rate of 3 per centum per annum above the base lending rate of the Bank of England (or if the same shall cease to publish a base lending rate, such other bank's base lending rate as shall be notified by the Council (acting reasonably) to the Owner with a copy to the GLA and TfL) from the date when the same became due until payment thereof.
- 14.2 Any interest earned on any Financial Contribution shall be taken to form part of the principal amount and may be applied by the Council or (as the case may be) TfL towards the purposes for which the Financial Contribution in question is held.

15 Indexation

- 15.1 The Financial Contributions and other sums referred to in this Deed shall be index linked in accordance with the Relevant Index so that the Financial Contributions payable by the Owner and any other sum of money which is referred to in this Deed (but is not the subject of a payment) shall be adjusted by an amount equal to the percentage change in the Relevant Index between the date of the Index figure last published at the date of this Deed and the Relevant Index figure last published at the date on which the relevant sum is payable.

16 Enforcement Costs

16.1 The obligation of the Owner to pay Enforcement Costs shall be as determined by a Specialist pursuant to exercise of the Dispute Resolution Procedure or by the Court or recovered pursuant to any statutory powers available to any of the Parties to recover costs in respect of the same, but if none of these apply or none of the Parties have initiated the Dispute Resolution Procedure or referred the matter to the Court then only in accordance with clause 16.2 below.

16.2 Subject to clause 16.1 and without prejudice to the terms of any other provision herein the Owner shall only be liable for Enforcement Costs where the Council and/or the GLA and/or TfL (as applicable) has before any Enforcement Costs are incurred:

- (a) provided to the Owner written notice of an intention to take any action which may incur Enforcement Costs, giving full details of the matter which, in its or their reasonable opinion, warrants such action being taken; and
- (b) given to the Owner a reasonable period within which to respond, including (without limitation) taking any necessary corrective action (if applicable)

PROVIDED ALWAYS THAT if, following receipt of a notice under (a) above, the Owner has taken corrective action or demonstrates that no action is warranted then the Owner shall not be liable for any Enforcement Costs.

17 Council and GLA's Legal Fees

17.1 The Owner shall pay on the date of this Deed to the Council and to the GLA, the Council's and the GLA's reasonable legal costs in the preparation and negotiation of this Deed.

18 VAT

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Financial Contribution then to the extent that VAT had not been previously charged in respect of that contribution the GLA or the Council or TfL (as appropriate) shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

19 Notices

19.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include e-mail) and shall be addressed as provided in clause 19.4.

19.2 Where sent by post, the notice or communication shall be sent by registered post or such other form of postage which requires a signature upon delivery and any other form of postage shall not be effective for the purposes of this Deed.

19.3 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

- (a) if delivered by hand, upon delivery at the relevant address except that where any such notice or other communication is delivered by hand after

5.30 p.m. such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Business Day;

- (b) if sent by post, at 9.00 a.m. on the second Business Day after the date of posting PROVIDED THAT if clear evidence is produced by the recipient that the notice or communication was delivered after the second Business Day following its posting, then the date of delivery shall be the actual date of delivery; and
- (c) if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Business Day.

19.4 Subject to clause 19.5, the address, facsimile number, relevant addressee and reference for each Party are:

For the Council:

Address: Planning Service, 3rd Floor, Laurence House, Catford, London, SE6 4RU;

Facsimile number: 020 8314 3127

Relevant addressee: John Miller, Head of Planning

With a copy of such notice also being sent to the Head of Law, London Borough of Lewisham, 5th Floor, Laurence House, Catford, London, SE6 4RU

And in relation to any notice served under the Fifth Schedule with a copy of such notice also being sent to The Programme Manager, Housing Matters, London Borough of Lewisham, 4th Floor, Laurence House, Catford, London, SE6 4RU

For the Owner:

Address: the Owner's registered office from time to time;

Facsimile number: 020 7350 5660

Relevant addressee: Edmond Ho, Executive Director

For the GLA:

Address: City Hall, The Queens Walk, London, SE1 2AA;

Facsimile number: 020 7983 4057;

Relevant addressee: Assistant Director – Planning (and also copied to the relevant case officer in the GLA's Planning section);

For TfL:

Address: Windsor House, 42-50 Victoria Street, London, W1H 0TL

Facsimile number: 020 3054 3556;

Relevant addressee: Director of Legal (and also copied to the Director of Borough Planning in TfL's Planning Section);

19.5 A Party may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause PROVIDED THAT such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than 5 clear Business Days after the date on which notice is received or deemed to be received, the fifth Business Day after notice of any such change is given.

20 Determination Of Disputes

20.1 Subject to clause 20.9 (which shall govern disputes relating solely to matters of law or the construction or interpretation of this Deed), if any dispute arises relating to or arising out of the terms of this Deed, either Party may give to the other Party or Parties a Determination Notice.

20.2 For the purposes of this clause 20 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than 10 years' professional experience in the area to which the dispute relates.

20.3 The Specialist shall be appointed by agreement between the Parties or (if within 10 Business Days after service of the Determination Notice the Parties have been unable to so agree then on the application of any of the Parties) by such one of the following persons as the Parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:

- (a) the Chairman for the time being of the Bar Council;
- (b) the President for the time being of the Royal Institute of British Architects;
- (c) the President for the time being of the Royal Institution of Chartered Surveyors;
- (d) the President for the time being of the Institution of Chartered Arbitrators;
- (e) the President for the time being of the Institute of Chartered Accountants in England and Wales;
- (f) the President for the time being of the Law Society;
- (g) the President for the time being of the Institution of Civil Engineers;
- (h) the Director of the Combined Heat and Power Association; or
- (i) (in each such case) the duly appointed deputy of such President, Chairman or Director or any other person authorised by him to make appointments on his behalf.

20.4 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either Party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 20.3.

20.5 Any dispute over the identity of the Specialist is to be referred at the request of either Party to the President or other most senior available officer of the

organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

20.6 The Specialist is to act as an independent expert and:

- (a) each Party may make written representations within 10 Business Days of his appointment and will copy the written representations to the other party;
- (b) each Party is to have a further 10 Business Days to make written comments on the other's representations and will copy the written comments to the other Party;
- (c) the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he may reasonably require;
- (d) the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross-examine each other;
- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- (f) the Specialist is to use All Reasonable Endeavours to publish his decision within 25 Business Days of his appointment.

20.7 Except where stated to the contrary in this Deed, responsibility for the costs of referring a dispute to a Specialist under this clause 20, including costs connected with the appointment of the Specialist, the Specialist's own costs and other professional costs of any Party in relation to a dispute, will be decided by the Specialist.

20.8 The Specialist's decision will (save in the case of fraud or manifest error) be final and binding on the Parties.

20.9 In the event that a dispute shall arise between the Parties solely in relation to a matter of law or the construction or interpretation of this Deed, the following process shall apply:

- (a) The Party serving a Determination Notice shall specify in such notice whether it considers that the dispute is appropriate for resolution through the dispute resolution procedure specified in this clause 20 (in which event the dispute shall proceed in accordance with the procedure prescribed in this clause 20) or whether it considers the dispute should be referred to the Court and where a Determination Notice as is referred to in this subparagraph 20.9(a) states that the Party serving such Determination Notice considers the dispute should be referred to the Court, the Party serving such Determination Notice shall give full reasons for that opinion and the

other Party or Parties to the dispute shall have reasonable regard to those reasons.

- (b) If any Determination Notice shall specify that the dispute is appropriate for resolution through the dispute resolution procedure specified in this clause 20 any other Party to the dispute may within 10 Business Days serve a counter-notice stating that it considers the dispute should be referred to the Court.
- (c) If within a period of 10 Business Days following the later of service of the Determination Notice pursuant to paragraph (a) and a counter-notice pursuant to paragraph (b), the other Party or Parties to the dispute have not agreed that the dispute should be referred to the Court, then the dispute shall proceed in accordance with the procedure prescribed in this clause 20 PROVIDED THAT clause 20.8 shall not apply to any such determination and if a Party shall not agree with that determination, then such Party shall be at liberty to refer the dispute to the Court.

21 No Fetter

- 21.1 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council or the GLA or TfL under private or public statutes byelaws orders and regulations and the same may be as fully effectively exercised as if they were not party to this Deed.

22 Contracts (Rights of Third Parties) Act 1999

- 22.1 A person who is not a Party to this Deed shall not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999.

23 Miscellaneous

- 23.1 The construction validity and performance of this Deed shall be governed by English law.
- 23.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but this Deed would remain valid if the clause sub-clause or schedule was 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 this Deed and/or any such clause sub-clause schedule or paragraph remains valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.
- 23.3 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 23.4 If the Planning Permission shall expire before the Development has begun within the time limits imposed in the Planning Permission pursuant to Sections 91 and 92 of the 1990 Act or is quashed or revoked or is otherwise withdrawn without the consent of the Owner or its successors in title but without prejudice to the GLA's or the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Deed shall have no further effect thereupon.

23.5 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council, the Mayor of London or by the relevant Secretary of State on appeal or by reference to him after the date of this Deed.

23.6 The Parties acknowledge that the information supplied to the Council and the GLA under the terms of paragraph 2 of the Fifth Schedule to this Deed during the course of negotiation of this Deed and as part of any Initial Viability Appraisal and/or Intermediate Viability Assessment is or may be commercially sensitive and that disclosure of the same would prejudice the Owner's commercial interests and shall be kept confidential and that neither the Council nor the GLA shall disclose that information to any third party save:

- (a) for the purpose of complying with the requirements of this Deed;
- (b) where the information is already in the public domain;
- (c) pursuant to the Information Legislation or otherwise where legally required;
- (d) to HM Revenue and Customs or the Rating Authority; or
- (e) to respective auditors or legal advisors;

PROVIDED THAT where reasonable and appropriate an undertaking shall be obtained from the third party to whom the confidential information is disclosed to keep such information confidential mutatis mutandis.

24 Approvals and responses by the Council, the GLA and/or TfL

24.1 Where the agreement, approval, consent, confirmation or expression of satisfaction is required by the Owner from the Council or the GLA or TfL or any combination of them under the terms of this Deed such agreement, approval, consent, confirmation or expression of satisfaction must be in writing and shall not be unreasonably withheld or delayed.

24.2 Where it is provided in this Deed that any document or other matter is to be agreed or approved by any of the Parties, the relevant provision shall be deemed to be subject to a proviso that the Party in receipt of the submission of the matter to be approved or agreed shall proceed expeditiously to consider such submission and if agreement is not reached or the matter is not agreed or approved within any specified timescale, or if none, within a period of 40 Business Days following the date of the submission or request for the agreement or approval in question ("in each case, "the Relevant Approval Period"), then the matter may be referred to a Specialist for determination pursuant to clause 20.

24.3 In order to facilitate the operation of clause 24.2 in relation to any document which requires the Council's and/or the GLA's and/or TfL's approval, the Owner shall give to the relevant Party or Parties at least 10 Business Days' prior notice ("the Required Notice Period") of the intended date of submission of such document for approval and in the event that the Owner fails to provide the relevant Party or Parties with the whole of the Required Notice Period then an amount of time equal to the shortfall in the Required Notice Period (up to the maximum 10 Business

Days) shall be added to the Relevant Approval Period for the submission in question.

25 Limits on Financial Liability

25.1 Where in this Agreement any limit is imposed on the extent of any financial liability on the part of the Owner then such limit shall apply from the date of this Deed so that the Owner shall not be entitled to deduct any sum or sums which may have been incurred or committed prior to the date of this Deed on the items or matters expressed in this Deed to be subject to such financial limit.

25.2 If the Council or the GLA shall dispute whether any sums have been reasonably or properly expended by the Owner on any matters as shall be subject to a financial limit then the Council and/or the GLA (as the case may be) shall serve notice to that effect on the Owner within 2 months of receipt of a detailed breakdown or other details of costs incurred and if the Council and/or the GLA (as the case may be) and the Owner shall not have resolved the dispute within 2 months thereafter, either party may refer the matter to a Specialist for determination in accordance with clause 20.

26 Reasonable Endeavours/All Reasonable Endeavours

26.1 Where in this Deed the Owner is under an obligation to use Reasonable Endeavours or All Reasonable Endeavours to achieve a stated outcome, then within 10 Business Days of receipt of a written request made by the Council and/or TfL and/or the GLA, the Owner will provide to the Council and/or TfL and/or the GLA (as the case may be) with written evidence of all steps taken by the Owner to achieve such outcome PROVIDED THAT such requests may not be made more than once every 3 months in respect of the same subject matter.

26.2 Where in this Deed, the Council and/or TfL and/or the GLA is under an obligation to use Reasonable Endeavours or All Reasonable Endeavours to achieve a stated outcome, then the provisions of clause 26.1 shall apply as if references to the Council and/or TfL and/or the GLA were references to the Owner and vice versa.

27 Duty to act reasonably and in good faith

27.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the obligations in this Deed.

28 Illustrative Drawings

28.1 Where in this Deed reference to any part of the Site is identified on a Plan 'for illustrative purposes' (or similar language), then the precise boundaries of the area in question shall be identified in any Reserved Matters Application for that part of the Site and shall thereafter be as approved in the relevant Reserved Matters Approval relating to that part of the Site.

IN WITNESS whereof the Parties hereto have executed and delivered this Deed on the day and year first before written.

FIRST SCHEDULE

Form of Notice of Planning Permission

DEVELOPMENT, ENTERPRISE AND ENVIRONMENT

BPTW Partnership

Hiltons Wharf
Norman Road
Greenwich
LONDON SE10 9QX

GLA ref: D&P/0051c/GC/
Application ref: DC/13/83358
Date:

Town & Country Planning Act 1990 (as amended); Greater London Authority Act 1999
and 2007; Town & Country Planning (Mayor of London) Order 2008; and, Town & Country Planning (Environmental Impact Assessment) Regulations 2011.

Lewisham Council Planning application reference.
Applicant: Convoys Properties Limited

GRANT OF FULL PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND
PRIOR WRITTEN CONCLUSIONS ON 106 AGREEMENTS

The Mayor of London, as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the provisions of the Town and Country Planning Act 1990 (which expression shall include the provisions of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 and other provisions submitted therewith):

Demolition of all non-listed structures on site, and comprehensive redevelopment (to include retention and refurbishment of the existing Olympia Building) to provide up to 419,100 sq.m. of mixed use development comprising 321,000 sq.m. residential (Class C3) (up to 3,500 sq.m. of office space, 5,500 sq.m. of B1/live/work units) and to include up to 2,200 sq.m. of free enterprise units; 32,200 sq.m. working wharf and vessel moorings (Class A1); 2,000 sq.m. hotel (Class C1); 5,810 sq.m. retail, financial and professional services (Classes A1 and A2); 4,520 sq.m. restaurant/cafes and drinking establishments (Classes A4 and A5); and, 13,000 sq.m. community/non-residential institutions (Class C2), 1,840 parking spaces, together with vehicular access and a river bus facility.

At: Convoys Wharf, land bounded by Leeway, Grove Street (in part), Prince Street and Watergate Street, Deptford, London SE8

Subject to the following conditions and reasons for conditions:

Time Limits

1. (i) Applications for approval of Reserved Matters must be made not later than the expiration of 13 years beginning with the date of the grant of this planning permission.
- (ii) The development to which this permission relates must be begun not later than
 - (a) The expiration of 3 years from the date of the grant of this permission;
 - or,
 - (b) if later, the expiration of 2 years from the final approval of the Reserved Matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and the timescale of the development and to allow for the progressive process of approvals to enable the Development and the regeneration of the area in accordance with relevant planning policies to commence as soon as reasonably practicable and within a realistic timetable.

Approved plans and documents

2. The development shall be carried out in strict accordance with the application plans, drawings and documents hereby approved and as detailed below:

Existing plans

CON1-PA-03-001; CON1-PA-03-002; CON1-PA-03-003; CON1-PA-03-004; and, CON1-PA-03-005A.

Proposed parameter plans

CON1-PA-03-006A; CON1-PA-03-007A; CON1-PA-03-008A; CON1-PA-03-009A; CON1-PA-03-010A; CON1-PA-03-011B; CON1-PA-03-012B; CON1-PA-03-013A; CON1-PA-03-014A; CON1-PA-03-015A (indicative); CON1-PA-03-016A (indicative); CON1-PA-03-017A; and, CON1-PA-03-018A.

Submitted documents

Application Form (ref: CW01); Environmental Statement (ref: CW02); Environmental Statement Addendum Report (ref: 027979); Design and Access Statement (ref: CW03); Design and Access Statement Addendum (ref: CW03A); Design Guidelines (ref: CW04); Development Specification (ref: CW05A); Planning Statement (ref: CW06); Transport Assessment (ref: CW07); Energy Strategy (ref: CW08); Sustainability Statement (ref: CW09); Retail Impact Assessment (ref: CW010); Statement of Community Involvement (ref: CW011); Delivery Strategy (ref: CW012); Commercial Strategy (ref: CW013); Heritage Statement (ref: CW014); and, Cultural Strategy (ref: CW015).

Reason: To ensure that the proposal is carried out in accordance with the approved Development Specification and Plans and to ensure that the details of development accord with the assessment and conclusions of the Environmental Impact Assessment.

Conditions to be discharged prior to the submission of Reserved Matters

Microclimate: wind

3. (i) Prior to submission of any Reserved Matters application in respect of any Phase, Sub-Phase or Plot, testing shall be carried out using a boundary layer wind tunnel or

computational model, to refine the effectiveness of proposed mitigation to achieve conditions throughout the site that meet the Lawson Criteria minimum standard for long term sitting. Such testing shall be carried out in strict accordance with a specification which shall first have been approved in writing by the Local Planning Authority.

- (ii) Each Reserved Matters application in respect of any Phase, Sub-Phase or Plot shall be accompanied by a report setting out the results of the testing required by part (i) of this Condition together with proposed mitigation measures and accompanying plans for approval.
- (iii) The development shall be carried out in strict accordance with the mitigation measures as approved in writing by the Local Planning Authority under part (ii) of this Condition.
- (iv) Each Phase, Sub-Phase or Plot shall not be occupied unless and until the mitigation measures approved under part (ii) of this Condition in respect of such Phase, Sub-Phase or Plot have been installed or constructed in strict accordance with the approved mitigation measures and plans. Such measures will be retained permanently.

Reason: In order to ensure a suitable environment for visitors and residents and to accord with DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014) and to ensure that any environmental impacts of the development do not exceed or are in addition to those assessed and taken into account by the Local Planning Authority when determining the planning application.

Microclimate: daylight and sunlight

- 4. Notwithstanding the building parameters hereby approved on plans CON1-PA-03-010A and 011B, daylight and sunlight modelling shall be undertaken at the detailed design stage for each Phase, Sub-Phase or Plot to inform the design of building height and massing so as to achieve conditions whereby the resultant reduction in daylight to adjoining residential properties outside the site would not be greater than 20% (when measured using Average Daylight Factor methodology), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the amenities of adjoining residential properties in compliance with DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014). The development proposals hereby permitted have been the subject of an Environmental Impact Assessment and any increase in building heights or incidental impacts of buildings on the site may have an impact which has not been considered as part of the Environmental Impact Assessment.

Thames Path extension

- 5. (i) Prior to the first Reserved Matters application for any of Plots P01, P02, P03 and P04, a design strategy for the extension of the Thames Path across the site including, but not limited to, hard and soft landscaping, dimensions, material palette, street furniture (including seating), lighting, signage, riparian lifesaving equipment and any alteration to the river walls, banks or other alterations to the river, shall be submitted to and approved in writing by the Local Planning Authority.
- (ii) Any Reserved Matters application that includes Plots P01, P02, P03 and/or P04 shall be accompanied by the full details of the extension of the Thames Path within the relevant Plot (including how the proposed Thames Path is to be linked into the existing Thames Path both within and outside the site) which shall accord with the strategy approved under part (i) of this Condition. The details shall include a

timescale for completion of that part of the Thames Path to be provided within the Plot in question by reference to occupation of residential units within such Plot.

- (iii) The development shall be carried out in strict accordance with the details approved under parts (i) and (ii) of this Condition.
- (iv) Not more than the threshold of residential units within Plots P01, P02, P03 and P04 as specified in the details approved pursuant to part (ii) of this Condition shall be occupied until the works to provide the Thames Path Extension so far as they relate to the Plot in question have been completed in strict accordance with the details approved under part (ii) of this Condition.

Reason: In the interest of creating a safe riverside walk that is satisfactory in appearance and enhances the visual amenity of the area in accordance with DM Policy 25 Landscaping and Trees and 30 Urban Design and Local Character in the adopted Development Management Local Plan (November 2014).

River Wall surveys

- 6. Prior to submission of the first Reserved Matters application in respect of the development, detailed river wall surveys shall be carried out to assess the structural stability of the flood defences. The results of these surveys shall be used to inform how the river wall will be repaired or replaced through the development. The results of the surveys and how the findings will be addressed through subsequent Reserved Matters applications shall be submitted to and approved in writing by the Local Planning Authority prior to submission of the first Reserved Matters application in respect of the development.

Reason: The current river wall in this location is in poor condition from visual surveys. It is important to ensure appropriate river wall surveys are undertaken to ensure repairs and replacement of this wall will be delivered through this development. This will ensure the structural integrity of the flood defences for the lifetime of the development, and to reduce the risk of flooding to the proposed development and future users.

Conditions to be discharged on the submission of Reserved Matters

Building Design Statement and Tall Buildings Design Statement

- 7. Notwithstanding the scope, content and status of CW04 (Design Guidelines) (and in addition to information submitted to discharge Condition 20):
 - (i) All Reserved Matters applications shall be accompanied by a Building Design Statement for the Phase or Sub-Phase to which the Reserved Matters application relates (in whole or in part). The Building Design Statement shall set out how the 'Vision and Site-Wide Principles', 'Character Areas' and 'Building Design Guidelines' in the Design Guidelines (Document CW04) have been interpreted and applied to the buildings and spaces in that Phase or Sub-Phase, and, where there is variance from Document CW04, the Building Design Statement shall provide a reasoned justification for the design response proposed.
 - (ii) All Reserved Matters applications relating to Plots P02, P06 and P14 shall be accompanied by a Tall Buildings Design Statement for the Phase or Sub-Phase within which such Plots are situated. The Tall Buildings Design Statement shall set out: how the development parameters shown on the parameter plans listed in Condition 21 have been applied to achieve elegant, consistent and ordered proportions; how the 'Building Design Guidelines' in the Design Guidelines (Document CW04) have been interpreted and applied to the tall buildings in that Phase or Sub-Phase (providing a reasoned

justification where there is variance from Document CW04); and, how the detailed design relates to, and enhances, the surrounding historical context, townscape and skyline.

Reason: To promote a sense of place, to ensure that the tall buildings are of exemplarily quality and to encourage design innovation at reserved matters stage whilst ensuring that the necessary high design quality is delivered in accordance with Policy 15 High quality design for Lewisham and Policy 18 The location and design of tall buildings of the Core Strategy (June 2011), DM Policy 30 Urban Design and Local Character in the adopted Development Management Local Plan (November 2014) and Policy 7.4 Local Character, Policy 7.6 Architecture and Policy 7.7 Location and Design of Tall and Large Buildings in the London Plan (July 2011) and to be consistent with the CABE/EH joint Guidance on Tall Buildings (July 2007).

Reconciliation Document

- 8 (i) Each Reserved Matters application that is submitted for a particular Plot or Phase or Sub-Phase shall be accompanied by a Reconciliation Document comprising a Development Table and Illustrative Plan. The Reconciliation Document shall set out the detail of: (1) what has been built to date; (2) what is proposed in the Reserved Matters application in question, (3) what has been permitted under this permission but has yet to receive Reserved Matters approval, and; (4) what has received Reserved Matters approval. In doing so it shall demonstrate how the development that is the subject of the Reserved Matters application in question is consistent with the overall proposals for the site, as established by the Development Specification CW05A (February 2014) and Parameter Plans (as approved under Condition 2).
- (ii) The Development Table element of the Reconciliation Document shall include details of the following for items (1), (2), (3) and (4) referred to in part (i) of this Condition:
- (a) The type and quantum of non-residential use(s) (m^2 Gross External Area);
 - (b) The type and number of Studio, 1-bed, 2-bed, 3-bed and 4-bed dwellings and the number of habitable rooms by tenure and wheelchair accessible housing;
 - (c) The amount (m^2) of private residential amenity space, communal residential amenity space (including play space), publicly accessible open space and living roofs; and
 - (d) The number of car parking, motor cycle parking and cycle parking spaces for residential dwellings, non-residential uses and visitors (including car club spaces).
- (iii) The Illustrative Plan element of the Reconciliation Document shall include a plan at 1:500 scale showing details of the following for items (1), (2) and (4) referred to in part (i) of this Condition:
- (a) The disposition of buildings on the Plots;
 - (b) The disposition of roads, footways and cycle ways; and,
 - (c) The disposition of servicing, drop off/pick up and parking areas.
- (iv) The Reconciliation Document shall include details of how the proposals the subject of the Reserved Matters application comply with the Development Specification CW05A (February 2014). It shall also confirm how the mitigation assumed in the Environmental Statement (April 2013) and Supplementary Environmental Statement (February 2014) and secured by other Conditions on this permission or planning obligations contained in the Section 106 Agreement of even date with this permission and relating to the site are to be incorporated into the detailed proposals and that the predicted environmental effects are not materially different from those that were assessed at the outline application stage.

Reason: To enable the Council to be satisfied that detailed proposals for part of the site are consistent with the outline proposals for the site as a whole, as established by

the Development Specification (February 2014) and Parameter Plans and to ensure that the development on each Plot, Phase or Sub-Phase makes a positive contribution towards the delivery of the comprehensive and integrated masterplan for the site as a whole.

Housing ('Lifetime Homes' standard)

9. Each Reserved Matters application which includes residential units shall be accompanied by a report to include typical plans demonstrating that all such residential units have been designed to meet each of the 'Lifetime Homes' criteria. All residential units shall be constructed so as to achieve the 'Lifetime Homes' criteria.

Reason: To ensure that all residential accommodation is built to a standard which supports occupation by people at all stages of their lifetime in accordance with London Plan Policy 3.8 and Core Strategy Policy 1.

Housing (minimum residential space standards)

10. Each Reserved Matters application which includes residential units shall be accompanied by plans demonstrating that such residential units have been designed to meet or exceed the minimum residential space standards within Table 3.3 of the London Plan (2011). All residential units shall be constructed so as to meet or exceed these minimum space standards.

Reason: To ensure that all residential accommodation would benefit from a good level of internal space in accordance with London Plan Policy 3.5.

Visitor infrastructure (wheelchair accessible hotel rooms)

11. Each Reserved Matters application containing a hotel component shall be accompanied by plans demonstrating that at least 10% of hotel rooms will be wheelchair accessible, or easily adaptable for wheelchair users. All hotel accommodation shall be constructed to meet or exceed this minimum 10% standard.

Reason: To ensure that a reasonable provision of hotel rooms would be available for wheelchair visitors in accordance with London Plan Policy 4.5.

Lighting

- 12.(i) At the same time as the first Reserved Matters application is submitted, a lighting strategy for external lighting across the site, including details of a dark corridor, shall be submitted to the Local Planning Authority. The development shall not commence until the said lighting strategy has been approved in writing by the Local Planning Authority.
- (ii) Within 6 months of the commencement of each Phase, Sub-Phase or Plot, a scheme for any external lighting that is to be installed within that Phase, Sub-Phase or Plot, including measures to prevent light spillage shall be submitted to and approved in writing by the Local Planning Authority, such scheme to accord with the lighting strategy approved under part (i) of this Condition. The scheme shall demonstrate that the proposed lighting is the minimum needed for security and working purposes, and that the proposals minimise pollution from glare and spillage.

- (iii) Any such external lighting as approved under part (ii) shall be installed prior to the occupation of the relevant part of the development in strict accordance with the approved drawings and such directional hoods shall be retained permanently.

Reason: In order that the Local Planning Authority may be satisfied that the lighting is installed and maintained in a manner which will minimise possible light pollution to the night sky and neighbouring properties and to comply with DM Policy 27 Lighting and DM Policy 30 Urban Design and Local Character in the adopted Development Management Local Plan (November 2014).

Heritage Statement

- 13. Each Reserved Matters application shall be accompanied by a Heritage Statement demonstrating how the design (including but not limited to layout, public realm, architectural treatment and materials) has been informed by heritage assets, both above and below ground.

Reason: In order to demonstrate how the heritage assets of the site have informed design proposals.

Biodiversity

- 14.(i) The development shall provide at least 18,300 m² of bio-diverse habitat either at roof or ground level ('living roofs'). Each Reserved Matters application shall be accompanied by details showing the location and design of living roofs (including sections, dimensions and materials) to fully compensate for the loss of wasteland habitat.
- (ii) The details approved under part (i) of this Condition shall be constructed with all living roofs laid out in strict accordance with the approved details and maintained thereafter.
- (iii) Living roofs shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency.
- (iv) Evidence that the living roofs have been installed in strict accordance with part (ii) of this Condition shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of each building where such living roofs are to be installed.

Reason: To protect and conserve the natural features and character of the area and mitigate the loss of habitat for the Black Redstart, to ensure that the development is carried out in accordance with mitigation measures identified in the Environmental Statement and to comply with Policies 5.10 Urban greening, 5.11 Green roofs and development site environs, 5.12 Flood risk management, 5.13 Sustainable Drainage and 7.19 Biodiversity and access to nature conservation in the London Plan (2011) and Core Strategy Policy 10 managing and reducing flood risk and Core Strategy Policy 12 Open space and environmental assets.

Energy statement

- 15. Each Reserved Matters application for a Phase, Sub-Phase or Plot shall be accompanied by a detailed Energy Statement (unless already approved in relation to

the Phase, Sub-Phase or Plot in question) demonstrating how the Phase, Sub-Phase or Plot in question accords with the approved Sustainability Statement Addendum (January 2014) and achieves a reduction in carbon dioxide emissions of at least 25% on 2010 Building Regulations.

Reason: To ensure that development on each Phase, Sub-Phase or Plot fully contributes to CO2 emission reductions in accordance with Policy 7 Climate change and adapting to the effects, Policy 8 Sustainable design and construction and energy efficiency and Site Specific Allocation 3 Surrey Canal Triangle of the adopted Core Strategy (June 2011) and Policy 5.2 Minimising carbon dioxide emissions, Policy 5.5 decentralised energy networks, Policy 5.6 Decentralised energy in development proposals and Policy 5.7 Renewable energy in the London Plan (July 2011).

River Wall safeguarding

16. Any Reserved Matters application including layout in respect of Plots P01, P02, P03 and P04 must demonstrate, with appropriate supporting evidence, that the setback of any load-imposing structure from the river wall is sufficient to ensure the stability of the river wall.

Reason: To ensure there is sufficient access to the flood defence for essential maintenance emergency access and to maintain structural integrity of the river wall.

Tidal inlet details

17. On submission of the first Reserved Matters application for Phase 2 (as defined by Plan CON-PA-03-18A), full details, including but not limited to planting, ecological features and timing of implementation, of the tidal inlet hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in strict accordance with the approved details.

Reason: To ensure that the Local Planning Authority may be satisfied with the details of the proposal and to improve habitat and amenity.

Cycle Hire docking stations

18. On submission of the first Reserved Matters application for Phase 1, and on submission of the first Reserved Matters application for Phase 2 or if earlier Phase 3, details of areas at the site to be safeguarded for cycle hire docking stations (comprising, unless otherwise agreed in writing by the Local Planning Authority (in consultation with Transport for London)), one cycle hire docking site within Phase 1 and one within either Phase 2 or Phase 3 shall be submitted to and approved in writing by the Local Planning Authority in writing (in consultation with Transport for London). Unless otherwise agreed in writing by the Local Planning Authority (in consultation with Transport for London) the cycle hire docking sites shall each be of a size sufficient to accommodate 30 docking points and associated signage, payment machines, lighting and CCTV and any other necessary facilities. The cycle hire docking sites as approved shall be retained for a period of 7 years from the date of their approval and no development shall take place on them during such period unless first approved in writing by the Local Planning Authority (in consultation with TfL) and subject to any necessary planning consent which may be required for any such development.

Reason: To safeguard space at the site for potential future expansion of the Cycle Hire network in accordance with London Plan policies 6.2 and 6.9.

Drainage and flood risk

19. At the same time that the first Reserved Matters application is submitted in respect of each Phase, Sub-Phase or Plot, a surface water drainage scheme for that part of the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development shall be submitted to and approved in writing by the Local Planning Authority for the Phase, Sub-Phase or Plot in question. The drainage strategy shall avoid the use of pumping and comply with London Plan objectives to reduce discharge to sewers or watercourses, other than the Tidal Thames where runoff would not be restricted. The drainage strategy shall implement a Sustainable Urban Drainage Systems treatment train incorporating biological treatment to improve water quality.

Reason: To prevent the increased risk of flooding, to improve and protect water quality and improve habitat and amenity.

Conditions to be discharged prior to commencement of the development

Reserved Matters / approval of details

- 20.(i) Development other than works approved under Condition 21 shall not commence in a Phase or Sub-Phase or Plot approved under Condition 22 until layouts, plans, sections, elevations and other supporting material for that Phase, Sub-Phase or Plot detailing:

- (a) Siting and layout of the buildings and other structures;
- (b) Scale and design of the buildings (including floor areas, height and massing);
- (c) External appearance (including samples of the materials and finishes to be used for all external surfaces and including but not limited to roofs, elevation treatment and glazing);
- (d) Measures to appropriately mitigate any potential overlooking issues (including details of proposed privacy screening);
- (e) Means of access (and details of surface treatments) for carriageways, cycleways, footways, footpaths and pedestrian access routes (identifying those which are to be publicly accessible) and routes to/from car parking and cycle storage/parking;
- (f) Hard and soft landscaping and planting, site boundary treatments of all publicly accessible open space and all private open space (including play space, private residential amenity space and communal residential amenity space); and,
- (g) Impact study of the existing water supply infrastructure (to determine the magnitude of any new additional capacity required in the system and a suitable connection point – for approval by the Local Planning Authority in consultation with Thames Water)

have been submitted to and approved in writing by the Local Planning Authority.

- (ii) The details of publicly accessible routes required to be submitted pursuant to part (i)(e) of this Condition shall include timescales for completion of such publicly accessible routes by reference to the occupation of residential units within the Phase, Sub-Phase or Plot in which they are to be provided.
- (iii) The development shall in all aspects be carried out in strict accordance with the details approved under this Condition.
- (iv) Not more than the relevant threshold of residential units as specified in the details approved pursuant to part (ii) of this Condition shall be occupied until the publicly accessible routes have been completed in strict accordance with the details approved pursuant to part (i) of this Condition.

Reason: In order that the Local Planning Authority is satisfied with the details of the proposed development in accordance with Policy 15 High quality design in Lewisham in the adopted Core Strategy (June 2011) and DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

- 21.(i) No Phase, Sub-Phase or Plot, shall commence until details of the following as they relate to such Phase, Sub-Phase or Plot have been submitted to and approved in writing by the Local Planning Authority:
- (a) infrastructure, including roads, plant and equipment (and with respect to the Spine Road, such details shall include full details of its exact location, design, dimensions, materials, any temporary access, timescales for completion and details of Spine Road bus stops and associated passenger facilities which details shall be submitted not later than submission of the first Reserved Matters application for any of Plots P08, P12, P13, P14 or P15);
 - (b) foul and surface water drainage, including on site and off site connections / improvements;
 - (c) any jetty, dry dock or temporary wharf structure required for construction purposes including any works within the river;
 - (d) removal of trees;
 - (e) remediation; and,
 - (f) temporary site boundary treatments.
- (ii) The works referred to in this Condition shall be implemented in strict accordance with the approved details.

Reason: In order that the Local Planning Authority is satisfied with the details of the proposed development.

Phasing

22. Prior to commencement of the development details of the Phases shown on plan CON1-PA-03-18A, including any Sub-Phases and Plots and the programme and sequencing of development within each Phase or Sub-Phase or Plot shall be submitted to and approved in writing by the Local Planning Authority. Each Phase or Sub-Phase or Plot of the development shall be carried out and completed in strict accordance with the details as approved.

Reason: The Local Planning Authority need to be satisfied that development of the site is undertaken in a coherent and comprehensive manner, and that the development takes place within a reasonable timescale for the benefit of future occupiers and other residents of the area.

Use of the wharf

23. No development (including use) of the wharf as hereby permitted shall commence in Plot 21 unless and until full details of the operations on such Plot have been submitted to and approved in writing by the Local Planning Authority. The details shall include (without limitation) the cargo to be processed, and proposed noise, air quality and odour control measures. The operating systems as approved shall be installed and implemented in full compliance with the approved details prior to commencement of the use of the Plot. Thereafter the development and use of the wharf shall be in strict accordance with the approved details. For the avoidance of doubt, this Condition shall apply to both the initial and/or any subsequent development and/or use of the wharf.

Reason: In the interests of the amenities of neighbouring properties and the area generally, and to comply with DM Policy 23 Air Quality, DM Policy 26 Noise and

Vibration and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012). The development proposals for the site hereby permitted have been the subject of an Environmental Impact Assessment and any alteration to the land use which is not substantially in accordance with the Development Specification may have an impact which has not been assessed by that process.

Wharf access

- 24.(i) No development shall commence in Plot 21 until an access strategy in relation to such Plot and specifying the mode split by road and river has been submitted to and approved in writing by the Local Planning Authority.
- (ii) The use of the wharf as hereby permitted shall not commence in Plot 21 until a servicing strategy for Plot 21, which shall be in general accordance with the access strategy approved under part (i) of this Condition, has been submitted to and approved in writing by the Local Planning Authority. The use of the wharf shall only take place in strict accordance with the approved servicing strategy.

For the avoidance of doubt, this Condition 24 shall apply (as appropriate) to both the initial and/or any subsequent development and/or use of the wharf.

Reason: In order to safeguard the amenity of adjoining residential properties and to comply with DM Policy 23 Air Quality, DM Policy 26 Noise and Vibration and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012).

Basement and semi-basement car parking details

25. Details of the design of all basement and semi-basement car-parking areas (including normal and emergency access/egress to/from them) shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of works in respect of such basement or semi-basement parking areas. Such details shall include ventilation of the parking areas including the location of outlets and measures to attenuate noise and limit other airborne pollution to nearby sensitive receptors, particularly residents, to acceptable levels. All ventilation, noise attenuation and other pollution measures shall be implemented in strict accordance with the approved details prior to occupation or operation of the car park in the Phase, Sub-Phase or Plot in question.

Reason: To safeguard users and the amenities of occupiers of properties within the vicinity of the car-park area and to ensure that the necessary ventilation and attenuation is well designed in accordance with DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Fixed plant

- 26.(i) Other than in the case of an emergency requiring the use of such plant or during testing of such plant, the rating level of the noise emitted from fixed plant on the site shall be 5 dB below the existing background level at any time. The noise levels shall be determined at the façade of any noise sensitive property. The measurements and assessments shall be made according to BS4142:1997.
- (ii) Any Phase, Sub-Phase or Plot which includes fixed plant shall not commence until details of a scheme complying with part (i) of this Condition have been submitted to and approved in writing by the Local Planning Authority.

- (iii) No Phase, Sub-Phase or Plot which includes fixed plant shall be occupied until the scheme approved pursuant to part (ii) of this Condition has been implemented in strict accordance with the details approved pursuant to part (ii) of this Condition. Thereafter the approved scheme shall be maintained in perpetuity.

Reason: To safeguard the amenities of the adjoining premises and the area generally and to comply with DM Policy 26 Noise and Vibration in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012) and to ensure any impacts arising from the proposed development (and any measures required to mitigate those impacts) are consistent with those identified in the Environmental Statement accompanying the application.

Attenuation of noise and vibration at the wharf Plot

- 27.(i) Development within Plot P21 or, if earlier, Plots P04, P05, P19 and/or P20 shall not commence until details of attenuation measures required to protect the proposed residential units in Plots P04, P05, P19 and/or P20 from noise and vibration from development (including use) of the wharf within Plot P21 have been submitted to and approved in writing by the Local Planning Authority.
- (ii) No residential units within Plots P04, P05, P19 and/or P20 shall be occupied until such of the attenuation measures as are to be incorporated within each such Plot have been fully implemented in strict accordance with the details approved by the Local Planning Authority pursuant to part (i) of this Condition.
- (iii) Development (including use) of the wharf shall not commence in Plot P21 until any attenuation measures outside Plots P04, P05, P19 and/or P20 have been fully implemented in strict accordance with the details approved by the Local Planning Authority pursuant to part (i) of this Condition.

Reason: To safeguard the amenities of residents and other occupiers in and around the site and to comply with DM Policy 26 Noise and Vibration and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014), and to ensure any impacts arising from the proposed development (and any measures required to mitigate those impacts) are consistent with those identified in the Environmental Statement accompanying the application.

Attenuation of external noise and vibration for residential dwellings

- 28.(i) The development shall be designed so as to provide sound insulation against external noise and vibration, to achieve levels not exceeding 30 dB LAeq (night) and 45 dB L_Amax (measured with F time weighting) for bedrooms, 35 dB LAeq (day) for other habitable rooms, with windows shut and other means of ventilation provided.
- (ii) External private residential amenity areas shall be designed to achieve levels not exceeding 55 dB LAeq (day) and the evaluation of human exposure to vibration within the building shall not exceed the Vibration dose values criteria 'Low probability of adverse comment' as defined BS6472.
- (iii) Development of any Phase, Sub-Phase or Plot which includes residential units or residential amenity areas shall not commence until details of a sound insulation scheme incorporating the requirements of parts (i) and (ii) of this Condition have been submitted to and approved in writing by the Local Planning Authority.
- (iv) Each Phase, Sub-Phase or Plot which includes residential units or residential amenity areas shall not be occupied until the sound insulation scheme approved pursuant to part (iii) of this Condition has been implemented in its entirety. Thereafter, the sound

insulation scheme shall be maintained in perpetuity in strict accordance with the approved details.

Reason: To safeguard the amenities of the occupiers of the proposed dwellings and to comply with DM Policy 26 Noise and Vibration and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

- 29.(i) No development shall commence in any Phase, Sub-Phase or Plot that includes residential units which adjoin non-residential floorspace until full written details (including drawings and specifications) of the proposed works for sound insulation against airborne noise have been submitted to and approved in writing by the Local Planning Authority.
- (ii) The sound insulation measures pursuant to part (i) of this Condition shall meet $D'_{nT,w} + C_{tr}$ dB of not less than 55 for walls and/or ceilings where residential floorspace adjoins non-residential floorspace, or shall be as otherwise specified in Part E (Approved Document E) of schedule 1 of the Building Regulations in force at the time of application for consent.
- (iii) Each Phase, Sub-Phase or Plot that includes residential units which adjoin non-residential floorspace shall only be occupied once the sound insulation works approved under part (i) of this Condition have been implemented in strict accordance with the approved details.
- (iv) The sound insulation measures as approved by this Condition shall be retained permanently in strict accordance with the approved details.

Reason: In the interests of residential amenity and to comply with DM Policy 26 Noise and Vibration and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Residential Open Space

- 30.(i) The development shall provide at least 28,225 m² of private residential open space (excluding balconies). Each Phase, Sub-Phase or Plot that includes the provision of communal and/or private residential open space, including play space, shall not commence until details of the configuration and extent of the provision of the communal and/or private residential open space, including play space, within the Phase, Sub-Phase or Plot and timescale for delivery related to occupation of residential units within the Phase, Sub-Phase or Plot in question, have been submitted to and approved in writing by the Local Planning Authority.
- (ii) The private residential open space shall be provided in each Phase, Sub-Phase or Plot in strict accordance with the approved details and not more than the relevant threshold of residential units as specified in the approved details shall be occupied until the relevant private residential open space has been completed in strict accordance with the approved details.

Reason: In order to ensure the appropriate provision of communal and/or private residential open space and to comply with DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Car Parking Management Strategy

31. Prior to commencement of each Phase, Sub-Phase or Plot which includes car parking a Car Parking Management Strategy shall be submitted to and approved in writing by the Local Planning Authority including the timescale for implementation and details of

the measures to enforce the approved strategy. The Car Parking Management Strategy as approved pursuant to this Condition shall be implemented and complied with in full.

Reason: In order to ensure that car parking is adequately controlled, including deterring commuter parking. In addition, the development of the site is the subject of an Environmental Impact Assessment and any material alteration to the proposed uses may have an impact which has not been assessed by that process.

Details of cycle ways

32. The relevant part of the development shall not commence until full details of the proposed cycle ways which link with the existing cycle network have been submitted to and approved in writing by the Local Planning Authority. Such measures shall then be implemented in strict accordance with the approved details prior to occupation of buildings within the relevant part of the development unless otherwise agreed in writing with the Local Planning Authority.

Reason: In order to ensure that there is satisfactory linkage with the proposed and existing cycle network in accordance with the objectives of London Plan Policy 6.9.

Details of cycle parking

33. No development within any Phase, Sub-Phase or Plot which includes cycle parking shall commence until details of the provision for cycle parking (for occupiers, staff and visitors of both the non-residential and residential uses), including the numbers, type of cycle stands and stores, and their location, have been submitted to and approved in writing by the Local Planning Authority. The said details shall provide for cycle parking for residents and staff to be under cover and secure, and in convenient and safe locations for users, with cycle parking for visitors provided at accessible locations where there is good surveillance. The parking shall be provided in strict accordance with the approved details before the commencement of occupation or the operation of the relevant part of the development and shall be retained for that purpose unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to ensure that an adequate provision is made for cycle users in accordance with the objectives of London Plan Policy 6.9.

Scheme of Archaeological Resource Management

34. Prior to the commencement of development within any Phase, Sub-Phase or Plot which includes the breaking of ground, a 'Scheme of Archaeological Resource Management' which shall be in accordance with the English Heritage briefing document 'Our Future Heritage' shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be carried out in strict accordance with the approved 'Scheme of Archaeological Resource Management'.

Reason: Important archaeological remains exist on this site. Accordingly the planning authority wishes to secure the provision of a holistic approach to the management and treatment of the archaeological resource in accordance with the guidance as set out in the NPPF.

Programme of archaeological work

35. No development (other than demolition to ground floor slab level) within any Phase, Sub-Phase or Plot which includes the breaking of ground shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in strict accordance with the detailed scheme as approved.

Reason: Important archaeological remains exist on this site. Accordingly the planning authority wishes to secure the provision of a holistic approach to the management and treatment of the archaeological resource in accordance with the guidance as set out in the NPPF.

Programme of archaeological recording (historic buildings)

36. No development within any Phase, Sub-Phase or Plot which includes or directly adjoins any statutory Listed Building or structure shall take place until the developer has secured the implementation of a programme of archaeological recording of the standing historic building(s), in strict accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

Reason: The historic building(s) is/are of intrinsic archaeological interest and any alteration or demolition of the historic structure(s) should be recorded before it/they are damaged or destroyed by the development hereby permitted.

Details of development below ground level

37. Notwithstanding Parameter Plan 09A (Maximum Development Basement Levels), details of the location of any parking and/or other development below existing ground level shall be submitted to and approved in writing by the Local Planning Authority before work commences on any Phase, Sub-Phase or Plot which includes any below ground development. The development shall only be carried out strictly in accordance with the approved details.

Reason: In order to safeguard the archaeological assets of the site.

Design and method statement for foundation design and ground works

38. No development on any Phase, Sub-Phase or Plot which includes buildings shall take place until a detailed design and method statement for the foundation design and all new ground works has been submitted to and approved in writing by the Local Planning Authority. The foundation design and all new ground works shall be carried out in strict accordance with the approved design and method statement.

Reason: In order to safeguard the archaeological assets of the site.

Demarcation and safeguarding of archaeological remains

39. No works (including investigations) shall take place on any Phase, Sub-Phase or Plot which includes or directly adjoins the Scheduled Ancient Monument and the remains of Sayes Court until fencing or other form of demarcation is erected to protect the scheduled ancient monument and the remains of Sayes Court during the development. The detail of such fencing or other form of demarcation shall first be agreed in writing by the Local Planning Authority. No works shall take place inside those protected areas without the prior written agreement of the Local Planning Authority.

Reason: In order to protect stated remains from damage during geotechnical survey, installation of tower cranes, construction and other related work.

Structural survey and protection measures for Olympia Warehouse

40. Prior to the commencement of works within Plots P02, P03, P06, P08, P16 and P18:
- (i) a structural survey of the Olympia Warehouse shall be submitted to and approved in writing by the Local Planning Authority; and,

- (ii) full details of measures to protect the Olympia Warehouse from construction impacts shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in strict accordance with the approved measures.

Reason: In order to ensure that the structural integrity of the Olympia Warehouse would be appropriately protected from construction activities in the vicinity.

Ecological Management Strategy

- 41. No development shall commence within a Phase, Sub-Phase or Plot until details of a site wide Ecological Management Strategy (including, without limitation, long term objectives, management responsibilities and maintenance schedules, and measures for each Phase or Sub-Phase or Plot) has been submitted to and approved in writing by the Local Planning Authority. All ecological measures shall be implemented in strict accordance with the approved Ecological Management Strategy, and not later than the commencement of any subsequent Phase or Sub-Phase or Plot and in the case of the final Phase or Sub-Phase or Plot within 12 months of its completion.

Reason: In order to establish an ecological strategy for the area and ensure any impacts (including beneficial impacts) arising from the proposed development are consistent with those identified in the Environmental Statement accompanying the application.

Public open space and landscaping

- 42.(i) The development shall include at least 33,797 m² of publicly accessible open space. Prior to commencement of each Phase, Sub-Phase or Plot which includes public accessible open space a scheme for the landscape works and treatment of that Phase, Sub-Phase or Plot (including both public and private areas of open space) shall be submitted to and approved in writing by the Local Planning Authority. Such a scheme shall include:
 - (a) the position and spread of all existing trees to be retained and/or removed;
 - (b) new tree and shrub planting including species, plant sizes and planting densities;
 - (c) means of planting, staking and tying of trees, including tree guards;
 - (d) areas of hard landscape works including paving and details, including samples, of proposed materials;
 - (e) details of the treatment of the external boundary of the site;
 - (f) details of how the proposed landscaping scheme will contribute to wildlife habitat;
 - (g) details of water features as relevant;
 - (h) details of any signage (including 'Legible London' or similar way-finding signage);
 - (i) timescales for implementation by reference to occupation of residential units; and,
 - (j) details of future maintenance.
- (ii) The landscaping scheme shall be implemented in strict accordance with the approved details including the timescales approved under part (i)(j) of this Condition.
- (iii) Not more than the relevant threshold of residential units as specified in the approved details shall be occupied until the relevant publicly accessible area or areas of open space have been completed in strict accordance with the approved details.
- (iv) All landscaping shall be maintained thereafter in strict accordance with the maintenance details approved pursuant to part (i)(j) of this Condition.

Reason: To ensure a satisfactory development that enhances the visual amenity of the locality and to comply with DM Policy 25 Landscaping and Trees, DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Tree protection

43. Any development or demolition within any Phase, Plot or Sub-Plot which includes existing trees shall not commence unless and until adequate steps have been taken in strict accordance with Section 8 of BS 5837 Trees to safeguard all trees on the site against damage prior to or during building works, including the erection of fencing. All fences shall be erected to the extent of the crown spread of the trees, or where circumstances prevent this, to a minimum radius of 2 metres from the trunk of the tree and such protection shall be retained until the development has been completed. No excavations, site works, trenches or channels shall be cut, or pipes or services laid in such a way as to cause damage to the root structure of the trees.

Reason: To ensure that the existing trees are not damaged during the period of construction and to comply with DM Policy 25 Landscaping and Trees, DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Construction management

- 44.(i) The development shall not commence until a site-wide Code of Construction Practice has been submitted to and approved in writing by the Local Planning Authority. The site-wide Code of Construction Practice is intended to establish the overarching principles of best construction practice, and shall be based on the Framework Code of Construction Practice, 14 February 2014 (Appendix C of Environmental Statement Addendum Report).
- (ii) No Phase, Sub-Phase or Plot shall commence until a Code of Construction Practice specific to that Phase, Sub-Phase or Plot, and in strict accordance with the site-wide Code of Construction Practice, has been submitted to and approved in writing by the Local Planning Authority (in consultation with London City Airport in respect of Plots P02, P06 and P14). Where such details are not already contained within the site-wide Code of Construction Practice, the Code of Construction Practice shall include (but not be limited to:
- (a) General Principles (Implementation, Considerate Constructors Scheme, Public Information and Liaison);
 - (b) General Site Management (Site Layout and Housekeeping, Working Hours, Traffic Management and Site Access, Onsite management of Materials, Training and competence, Monitoring);
 - (c) Site preparation & Construction Activities (Construction, Demolition, Excavation Waste, Site Preparation and Construction Activities, Contamination and Ground Conditions, Groundwater and surface water protection, Protection (including impact mitigation and monitoring) of Trees, Birds and Bats and Marine Invertebrates;
 - (d) Construction Operation Plan;
 - (e) piling method statement (including a programme for associated works and measures to prevent potential damage to subsurface water infrastructure for Local Authority approval in consultation with Thames Water);
 - (f) construction methodology for tall buildings (having regard to airport safeguarding surfaces and relevant safety limits); and,
 - (g) arrangements for the use of the river for construction related logistics (e.g. transportation of construction materials and equipment onto the site and removal of waste materials and equipment off the site).

- (iii) All demolition and construction work shall be undertaken in strict accordance with the approved Code of Construction Practice.

Reason: In order that the Local Planning Authority may be satisfied that the demolition and construction process is carried out in a manner which will minimise possible noise, disturbance and pollution to neighbouring properties and to comply with Core Strategy Policy 14 Sustainable Movement And Transport in the adopted Core Strategy (June 2012), DM Policy 23 Air Quality, DM Policy 26 Noise and Vibration, DM Policy 28 Contaminated Land in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012).

Contaminated land

- 45.(i) No development within any Phase, Sub-Phase or Plot which includes the breaking of ground (including demolition of existing buildings and structures below ground floor slab level) shall commence until each of the following have been complied with:
 - (a) A desk top study and site assessment to survey and characterise the nature and extent of contamination within the Phase, Sub-Phase or Plot in question and its effect (whether within the relevant Phase, Sub-Phase or Plot or land within the site as a whole or off-site) and a conceptual model have been submitted to and approved in writing by the Local Planning Authority;
 - (b) A site investigation report to characterise and risk assess the Phase, Sub-Phase or Plot in question which shall include the gas, hydrological and contamination status, specifying rationale; and recommendations for treatment for contamination encountered (whether by remedial works or not) has been submitted to and approved in writing by the Local Planning Authority; and,
 - (c) The required remediation scheme (including, as appropriate, measures within the relevant Phase, Sub-Phase or Plot, land within the site as a whole or off-site) has been implemented in full.
- (ii) If during any works on the site, contamination is encountered which has not previously been identified ("the new contamination") the Local Planning Authority shall be notified immediately and the terms of part (i) of this Condition , shall apply to the new contamination. No further works shall take place on that part of the site or adjacent areas affected, until the requirements of paragraph (a) of part (i) of this Condition have been complied with in relation to the new contamination.
- (iii) Each Phase, Sub-Phase or Plot shall not be occupied until a closure report for that Phase, Sub-Phase or Plot has been submitted to and approved in writing by the Local Planning Authority. This shall include verification of all measures, or treatments as required in parts (i) and (ii) of this Condition and relevant correspondence (including other regulating authorities and stakeholders involved with the remediation works) to verify compliance requirements, necessary for the remediation of the site have been implemented in full.
- (iv) The closure report required by part (iii) of this Condition shall include verification details of both the remediation and post-remediation sampling/works, carried out (including waste materials removed from the site); and before placement of any soil/materials is undertaken on site, all imported or reused soil material must conform to current soil quality requirements as agreed by the authority. Inherent to the above, is the provision of any required documentation, certification and monitoring, to facilitate the requirements of this Condition.

Reason: To ensure that the Local Planning Authority may be satisfied that potential site contamination is identified and remedied in view of the historical use(s) of the site, which may have included industrial processes and to comply with DM Policy 28 Contaminated Land in the adopted Development Management Local Plan (November 2014).

Handling or storage of any hazardous substances

46. The development shall not commence unless and until details of the use, handling or storage of any hazardous substances included in the Schedule to the Planning (Hazardous Substances) Regulations 1992 have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out, occupied and used in accordance with the approved details.

Reason: To prevent pollution of the environment, and particularly the water environment.

Surface water control measures

47. The development shall not commence until details of surface water source control measures for the relevant part of the site have been submitted to and approved in writing by the Local Planning Authority. The surface water control measures shall be implemented in strict accordance with approved details.

Reason: To prevent pollution of the water environment and increased risk of flooding.

Sustainability and energy efficiency (BREEAM standards)

- 48.(i) Any non-residential unit over 1,000 m² (Gross External Area) hereby approved shall achieve a minimum BREEAM 2011 Rating of 'Very Good' and any non-residential unit under 1,000 m² hereby approved shall achieve a minimum BREEAM 2011 Rating of 'Good'.
- (ii) Development of any non-residential units over 1,000 m² (Gross External Area) shall not commence until a Design Stage Certificate (prepared by a Building Research Establishment qualified Assessor) has been submitted to and approved in writing by the Local Planning Authority to demonstrate full compliance with part (i) of this Condition.
- (iii) Within 3 months of first occupation of any non-residential unit over 300 m² (Gross External Area) evidence shall be submitted in the form of a Post Construction Certificate (prepared by a Building Research Establishment qualified Assessor) to demonstrate full compliance with part (i) of this Condition for that specific building.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2011) and Core Strategy Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

Sustainability and energy efficiency (Code for Sustainable Homes standard)

- 49.(i) All residential units shall achieve a minimum Code for Sustainable Homes Rating Level 4 or equivalent national standard in force at the time of the approval of the Reserved Matters application in respect of such residential units.
- (ii) No development within any Phase, Sub-Phase or Plot which includes residential units shall commence until a Design Stage Certificate for each residential unit (prepared by a Code for Sustainable Homes qualified Assessor) has been submitted to and approved in writing by the Local Planning Authority to demonstrate compliance with part (i) of this Condition.
- (iii) Within 3 months of first occupation of any residential units, evidence shall be submitted in the form of a Post Construction Certificate (prepared by a Code for Sustainable Homes qualified Assessor) to demonstrate full compliance with part (i) of this Condition for that specific unit.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2011) and Core Strategy Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

Electric vehicle charging points

- 50.(i) Details of the number and location of electric vehicle charging points to be provided within each Phase, Sub-Phase or Plot and a programme for their installation and maintenance shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development within any Phase, Sub-Phase or Plot which includes car parking spaces.
- (ii) The electric vehicle charging points as approved shall be installed prior to occupation of the relevant Phase, Sub-Phase or Plot and shall thereafter be retained and maintained in strict accordance with the details approved under part (i) of this Condition.

Reason: To reduce pollution emissions in an Area Quality Management Area in accordance with Policy 7.14 Improving air quality in the London Plan (July 2011).

River modelling

51. Prior to the commencement of any works of construction of the proposed jetty/pier structures encompassed by the development in the River Thames, hydrodynamic modelling and analysis of scour and silt deposition shall be carried out to assess the impact of such jetty/pier structures. The results of this modelling shall be used to inform the detailed design of any structures in the River Thames. No works shall be carried out in the River Thames until the results of the modelling and detailed design of all river structures has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the stability of the river wall and prevent damage to the foreshore.

Tidal flood defence

52. No development on the relevant part of the development shall commence until a detailed scheme for future permanent raising of the tidal flood defence at the site to a height of 5.7m AOD has been submitted to and approved in writing by the Local

Planning Authority. The proposal shall demonstrate that the defence and associated groundwork would not conflict with existing or proposed infrastructure and shall:

- (i) include an assessment of hydrostatic and hydrodynamic loading;
- (ii) demonstrate that access requirements could be met without the use of gates or other openings in the defence; and,
- (iii) Provide a method statement demonstrating how future raising to the 2100 level of 6.2 m A.O.D. could be achieved.

Reason: To ensure that future raising of flood defences can be carried out without avoidable costs or disturbance.

Cycle Hire docking stations

53. Prior to commencement of any works to provide a Cycle Hire docking station, details of such cycle docking station, including plans, shall be submitted to and approved in writing by the Local Planning Authority. All Cycle Hire docking stations shall be provided in strict accordance with the approved details and plans. Such details and plans shall include:

- (i) Siting, design and layout of the Cycle Hire docking station, including the number and type of docking points, signage, payment machines and readers and any necessary additional lighting and CCTV;
- (ii) External appearance including samples of the materials and finishes to be used for all external surfaces; and,
- (iii) Means of access to and from the Cycle Hire docking station by pedestrians and cyclists and by operational vehicles, including all surface treatments.

Reason: To support potential future expansion of the Cycle Hire network at the site in accordance with London Plan policies 6.2 and 6.9.

Jetty structural assessment and remediation where necessary

54. The use of Plot 22 (the Jetty) for construction logistics and/or as a park and to provide access for the riverbus pier as hereby permitted shall not commence until:

- (i) a structural survey of the Jetty has been submitted to and approved in writing by the Local Planning Authority; and,
- (ii) any remedial works necessary for the intended uses of the Jetty have been carried out in strict accordance with the recommendations of the approved structural survey.

Reason: To ensure that the jetty is suitably robust to support construction logistics, and subsequent delivery of the Jetty, park and riverbus pier in line with London Plan policies 6.4, 6.14, 7.18 and 7.25.

Conditions to be discharged prior to occupation

Delivery of public and private highway

55. No building shall be occupied until the (public or private) highway(s) including the carriageway, footway and/or cycle way serving that building have been completed in strict accordance with details which have first been submitted to and approved in writing by the Local Planning Authority and are open for use.

Reason: To ensure safe, efficient and sustainable means of access to the development in accordance with Policy 14 Sustainable transport and movement of the adopted Core Strategy (June 2011).

Conditions where no submissions are necessary

Land uses

- 56.(i) The Gross External Area for the development shall not exceed 419,100 m².
- (ii) The Gross External Area of each use permitted under this permission shall not exceed:
- (a) Residential (Class C3) – 321,000 m²
 - (b) Employment (Class B1) – 15,500 m²
 - (c) Employment wharf (Sui Generis/B2) – 32,200 m²
 - (d) Retail (Class A1/A2) – 5,810 m²
 - (e) Restaurant/Bar (Class A3/A4/A5) – 4,520 m²
 - (f) Non-residential Institutions (Class D1) & Assembly and Leisure (Class D2) – 13,000 m²
 - (g) Hotel (Class C1) - 27,070 m²
- (iii) The total number of residential units within the development shall not exceed 3,500 units.

Reason: The development of the site has been the subject of an Environmental Impact Assessment which has been taken into account by the Local Planning Authority in determining the application and any alteration to the land use which is not substantially in accordance with the Development Specification document, may have an impact which has not been assessed by that process.

Maximum and minimum floorspace

- 57.(i) The maximum floorspace and mix of uses within each Plot shall not exceed the quantum specified within the Development Plots Floorspace Schedule within Appendix 3 of the document CW05A Development Specification submitted with the application and approved under Condition 2.
- (ii) Plots P02, P06, P08, P12, P13, P16 and P18 shall each contain at least one permitted non-residential use. The total of such non-residential uses across all these Plots shall be not less than 50% of the aggregate maximum permitted non-residential floorspace (excluding hotel use class C1) specified across these Plots by the Development Plots Floorspace Schedule within Appendix 3 of the said approved document CW05A Development Specification.
- (iii) Any one or more of Plots P04, P05, P06 and P19 shall collectively contain at least 50% of the maximum Use Class B1 floorspace specified across these Plots by the Development Plots Floorspace Schedule within Appendix 3 of the said approved document CW05A Development Specification.

Reason: To ensure an appropriate mix of uses on the site in compliance with Core Strategy Strategic Site Allocation 2. The development hereby permitted has been the subject of an Environmental Impact Assessment and any alteration to the uses which is not substantially in accordance with the Development Specification document may have an impact which has not been assessed by that process.

Operational use of the wharf

58. When the wharf is in operational use, deliveries to/collections from Plot 21 by road vehicles shall not take place other than between the hours of 8.00am and 7.00pm Mondays to Saturdays and not on Sundays or Public Holidays.

Reason: In order to safeguard the amenity of adjoining residential properties and to comply with DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012).

Wharf related heavy goods vehicle movements

59. The total volume of material received by road by the wharf (Plot 21) shall not exceed the equivalent of 121 heavy goods vehicle movements in any 24-hour period.

Reason: The development proposals for the site hereby permitted have been the subject of an Environmental Impact Assessment. Any alteration to the uses which is not substantially in accordance with the Development Specification document may have an impact which has not been considered as part of the Environmental Impact Assessment.

Retail

- 60.(i) The amount of floorspace (Gross External Area) for each Class A use shall not exceed the following floorspace limits:

- (a) Class A1/A2 retail – 5,810 m²
- (b) Class A1 convenience goods retail – 1,200 m² (with no unit greater than 300 m² other than a Class A1 food store which shall be no greater than 800 m²)
- (c) Class A3 and A4 – 4,520 m²

- (ii) For a period of 5 years following the grant of this permission, the amount of Class A1 comparison goods retail shall not exceed 1,200 m² (Gross External Area) and the amount of Class A3 and A4 shall not exceed 3,200 m² (Gross External Area).

Reason: The development of the site has been the subject of an Retail Impact Assessment which has been taken into account by the Local Planning Authority in determining the application, and in order to ensure that the vitality and viability of existing town centres are maintained and to comply with DM Policy 13 in the adopted Development Management Local Plan (November 2014) Location of main Town Centre Uses.

Non-residential Institutions

61. Notwithstanding the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking, re-enacting or modifying that Order), the Class D1 space hereby permitted shall be used only as a school, art gallery, museum, library or non-residential education and training centre and health centre and for no other purpose within Class D1.

Reason: To ensure that the proposal is carried out in accordance with the approved Development Specification and Plans.

Hours of use

62. Unless expressly approved in writing by the Local Planning Authority no leisure, cultural/community, retail, restaurants, employment or office space shall be open for customer business between the hours of 12.00am and 6.00am on Mondays to Saturdays and before 6.00am or after 10.30pm on Sundays or Public Holidays.

Reason: To ensure that the proposed development does not prejudice the enjoyment of their properties by neighbouring occupiers and to comply with DM Policy 17 Restaurants and Cafés (A3 uses) and Drinking Establishments (A4 uses), DM Policy 18 Hot Food Take-Away Shops (A5 uses), DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014) and Paragraph 120 of the National Planning Policy Framework (2012).

63. The development shall provide a maximum of 1,540 residential and 300 non-residential car parking spaces. Unless otherwise agreed by the Local Planning Authority in writing at the time of approving Reserved Matters for any Phase or Sub-Phase, car parking provision for residential units within each Phase or Sub-Phase shall not exceed 0.65 spaces per unit and the car parking for the residential units within the development as a whole shall not exceed 0.44 spaces per unit.

Reason: The development of the site is the subject of an Environmental Impact Assessment and any material alteration to the proposed uses may have an impact that has not been assessed by that process.

Archaeological works

64. The archaeological works required by Condition 35 shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

Reason: In order to safeguard the archaeological assets of the site in accordance with Policy 16 Conservation areas, heritage assets and the historic environment of the Core Strategy (June 2011) and Policy 7.8 of the London Plan (July 2011).

Maintenance of planted material

65. Any planted material (including trees) which dies, is removed or becomes seriously diseased within a period of 5 years from the date it is planted shall be replaced, such replacement planting to be completed in the next planting season after the planted material in question dies, is removed or becomes diseased. Thereafter, the replacement planting shall be maintained in strict accordance with the maintenance details approved pursuant to part (i)(j) of Condition 42.

Reason: To ensure a satisfactory appearance and setting for the proposed development and to ensure that it enhances the visual amenity of the area and to comply with DM Policy 25 Landscaping and Trees, DM Policy 30 Urban Design and Local Character and DM Policy 32 Housing Design, Layout and Space Standards in the adopted Development Management Local Plan (November 2014).

Hydrology and water resources

66. The development hereby permitted shall be carried out in strict accordance with the approved Flood Risk Assessment (FRA) Technical Appendix CW02 2B-17, prepared by Buro Happold and dated April 2013. The proposed measures set out in section 8 of the Flood Risk Assessment (April 2013) submitted with the application to which this permission relates shall insofar as it relates to each Phase, Sub-Phase or Plot be implemented in full prior to commencement of each Phase, Sub-Phase or Plot.

Reason: In order to ensure that appropriate flood attenuation measures are implemented in full and to safeguard occupiers of the site and surrounding areas and to reduce the risk of flooding to the proposed development and future occupants.

Set-back in building massing at Plot P01

67. Notwithstanding the approved plan CON1-PA-03-010A, development at the southeast edge of plot P01 shall include a set-back in building massing above three-storeys, as illustrated by figure 2.1.4 within approved document CW03A Design and Access Statement Addendum.

Reason: To provide a three-storey shoulder height at the interface between plot P01 and the Master Shipwrights House and Dockyard Office (Grade II*), supporting the enhancement to the setting of the Grade II* Listed Building in accordance with

Definitions within this decision notice

68. Where in this decision notice the following defined terms are used, they shall have the following respective meanings:

- (i) "Comparison" means retailing for items such as clothes, music, household and leisure goods which are not bought on a regular basis.
- (ii) "Convenience" means retailing for everyday, essential items like food, drink, newspapers and confectionary.
- (iii) "Gross External Area" means as defined in the RICS Code of Measuring Practice 6th Edition or any subsequent guidance which replaces it.
- (iv) "Phase" means a phase of the development as identified by approved plan Con-PA-03-18A.
- (iv) "Plot" means a masterplan development plot, and the jetty (labelled P22), as shown on the approved Phasing Plan CON1-PA-03-018A.
- (v) "Site" means the area of land within the red line boundary on approved plan CON1-PA-03-001.
- (vi) "Sub-Phase" means part of a Phase of construction as approved by Condition 22 which may include development within and outside a Phase hereby approved in plan Con-PA-03-18A.
- (vii) "Thames Path" means the Thames Path National Trail.
- (viii) "Use Classes" or "Class" is a reference to a use class as specified in the Schedule Town and Country and Planning (Use Classes) Order 1987 or in any provision equivalent to that Class in any statutory instrument amending or revoking and re-enacting that Order.

Reason: For the avoidance of doubt, and in the interests of proper planning.

Informatives:

For the avoidance of doubt, for the purposes of the Conditions set out above:

1. 'development' does not include demolition works above ground floor slab level unless specifically stated.
2. 'the relevant part of the development' relates to the masterplan development Plots, or part thereof, identified on approved plan CON1-PA-03-006A.
3. This permission does not convey any approval for works to Listed Buildings at the Site (including the Olympia Warehouse, Listed gate posts and Listed river wall) for which a separate Listed Building and planning application must be submitted to and approved by the Local Planning Authority before any work commences on that part of the site. In addition, this permission does not convey any approval for works affecting the Scheduled Ancient Monument on the site for which a separate application for Scheduled Ancient Monument Consent must be submitted and approved before any work commences on that part of the site.
4. The Local Planning Authority wishes to ensure that archaeological remains are preserved in situ in accordance with the Scheme of Archaeological Resource Management. The detailed proposals should include appropriate drawings, notes and method statements showing how the objectives of in situ preservation will be achieved. Particular attention should be paid to the design of foundations and new ground works including any piling, underpinning, new slab levels, slab construction, lift shafts or new service trenches. You are advised to contact the relevant Planning Department case officer and English Heritage's Archaeological Adviser on 017 1973 3737 to discuss the submission of details required to discharge this Condition. You are also advised to contact the Divisional director (Building Control) to ensure that all Building Control regulations are met.
5. This permission does not convey any approval for reconfiguration of the safeguarded wharf for which approval is required by the Secretary of State under Town and Country Planning Act 1990 and the General Development Procedure Order 1995.
6. The applicant is advised to consult with the Council's Environmental Protection Team on 020 8314 2170 regarding measures to control construction impacts (Condition 44).
7. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws 1981, the prior written consent of the Environment Agency is required for any proposed works or structures either affecting or within 16 metres of the tidal flood defence structure. Contact Michael Wilkinson on 017 3222 3188 for further details.
8. The land contamination Condition requirements apply to both whole site and phased developments. Where development is phased, no unit within a Phase or Sub-Phase shall be occupied until (a), (b) and (c) of the Condition have been satisfied for that Phase or Sub-Phase. Applicants are advised to read 'Contaminated Land Guide for Developers' (London Borough's Publication 2003), on the Lewisham web page, before complying with the above Condition. All of the above must be conducted in accordance with DEFRA and the Environment Agency's (EA) - Model Procedures for the Management of Land Contamination.
9. Applicants should also be aware of their responsibilities under Part IIA of the Environmental Protection Act 1990 to ensure that human health, controlled waters and ecological systems are protected from significant harm arising from contaminated land. Guidance therefore relating to their activities on site, should be obtained primarily by reference to DEFRA and EA publications.

10. In the event that any structures (including craneage or scaffolding) would exceed a maximum planned height of 158.95 metres A.O.D., separate consultation must be undertaken with London City Airport.
11. Any changes to the height or exact location of the development must be re-submitted to London City Airport for re-assessment given the proximity to the airfield.
12. Discussions should be had with the Metropolitan Police Secured by Design Team to ensure that the design of all reserved matters are informed by Secured by Design principles.
13. The applicant is advised to contact Thames Water Developer Services on 084 5850 2777 to discuss the details of the piling method statement secured under Condition 44.
14. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of ground water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 084 5850 2777.
15. With respect to the details required under Condition 21(i)(b), Thames Water will require details of the points of connection to the public sewerage system as well as the anticipated flow (including flow calculation method) into any proposed connection point. This data can then be used to determine the impact of the proposed development on the existing sewer system. The developer should also indicate what the overall reduction in surface water flows is, i.e. existing surface water discharges (pre-development) in to the public sewers for storm periods 1 in 10, 30, 100 etc... versus the new proposed volumes to be discharged for the whole development. If the drainage strategy is not acceptable Thames Water will request that an impact study be undertaken.
16. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws 1981, the prior written consent of the Environment Agency is required for any proposed works or structures either affecting or within 16 metres of the tidal flood defence structure. Contact Michael Wilkinson on 017 3222 3188 for further details.
17. The applicant is advised that any works associated with the implementation of this permission (including the demolition of any existing buildings or structures) will constitute commencement of development. Further, all pre commencement Conditions attached to this permission must be discharged, by way of a written approval in the form of an application to the Local Planning Authority, before any such works of demolition take place permitted under this permission.
18. You are advised that the application granted is subject to the Mayoral Community Infrastructure Levy ('the CIL'). More information on the CIL is available at: - <http://www.communities.gov.uk/publications/planningandbuilding/communityinfrastructurelevymay11> (Department of Communities and Local Government) and <http://www.legislation.gov.uk/ukdsi/2010/9780111492390/contents>.
19. As you are aware the approved development is liable to pay the Community Infrastructure Levy (CIL) which will be payable on commencement of the development. The Council will issue you with a CIL liability notice detailing the CIL payable shortly. For CIL purposes, planning permission permits development as at the date of this notice. However, before development commences you must submit a CIL Commencement Notice to the council. More information on the CIL is available

at:

<http://www.communities.gov.uk/publications/planningandbuilding/communityinfrastructurelevymay11> (Department of Communities and Local Government) and <http://www.legislation.gov.uk/ukdsi/2010/9780111492390/contents>.

20. You are advised that all construction work should be undertaken in accordance with the 'London Borough of Lewisham Code of Practice for Control of Pollution and Noise from Demolition and Construction Sites' available on the Lewisham web page.
21. In preparing the scheme of dust minimisation, reference shall be made to the London Councils Best Practice Guide: The Control of Dust and Emissions from Construction and Demolition. All mitigation measures listed in the Guide appropriate to the size, scale and nature of the development will need to be included in the dust minimisation scheme.
22. The applicant is advised that the implementation of the proposal will require approval by the Council of a street naming and numbering application. Application forms are available on the Council's website.
23. Assessment of the sound insulation scheme should be carried out by a suitably qualified acoustic consultant.
24. The weighted standardised level difference ($D'_{nT,W} + C_{tr}$) is quoted according to the relevant part of the BS EN ISO 717 series. To guarantee achieving this level of sound insulation, the applicant is advised to employ a reputable noise consultant details of which can be found on the Association of Noise Consultants website.
25. The applicant be advised that the details to be submitted pursuant to this permission should have regard to the principles of energy and natural resource efficiency through their design, orientation, density and location, in compliance with Policy 8 Sustainable design and construction and energy efficiency of the adopted Core Strategy (June 2011).

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor of London, as the local planning authority, has engaged with the applicant to identify minor amendments necessary to ensure that the proposed development would be acceptable. These amendments were duly submitted by the applicant, and having considered the application against all relevant national, regional and local planning policy, the Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report D&P/0051c/03.

The Mayor has, therefore, worked in a positive and proactive 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 2012 and paragraphs 186 and 187 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.

Signed

Stewart Murray

Assistant Director – Planning

SECOND SCHEDULE

Affordable Business Space, Employment and Training, Local Labour and Business and Retail Operator Restrictions

1 Affordable Business Space

1.1 The Owner shall provide not less than 1,330 square metres of Affordable Business Space within the Development which:

- (a) shall be split so that not less than 910 square metres is provided in Phase 1 and not less than 320 square metres is provided in Phase 3 (but for the avoidance of doubt this shall not affect the requirement to provide a total of 1,330 square metres of Affordable Business Space within the Development);
- (b) in relation to the Affordable Business Space to be provided within Phase 1, shall be provided within Plot P12 and/or Plot P13 and/or Plot P15;
- (c) in relation to the Affordable Business Space to be provided within Phase 3, shall be provided within Plot P04 and/or Plot P05 and/or Plot P06 and/or P20.

1.2 The Owner shall accompany the first Reserved Matters Application in relation to any Plot referred to in paragraphs 1.1 (b) and (c) which includes B1 floorspace with:

- (a) details of the location and amount of any Affordable Business Space to be provided within such Plot PROVIDED THAT it shall be sufficient to indicate that the Affordable Business Space shall be provided anywhere within the detailed extent of the Class B1 floorspace to be provided in such Plot;
- (b) details of the terms ("ABS Terms") upon which any Affordable Business Space to be provided within such Plot is to be made available to occupiers, which terms shall include:
 - (i) provision of an initial rent free period and the duration thereof;
 - (ii) provision for a market rent subsidy to apply following the end of the initial rent free period and the duration for which this will apply being not more than 5 years or (if shorter) the term of the lease, inclusive of any rent free period;
 - (iii) details of any grants proposed to be made available (if any) and other incentives offered to support the economic viability of the Affordable Business Space and make it more attractive to potential occupiers (which grants or incentives shall be related solely to the business activities carried on at the Affordable Business Space and shall not relate to the construction or fit out or terms of occupation or rental of the Affordable Business Space); and
 - (iv) such other reasonable terms as may be applicable to the Affordable Business Space PROVIDED THAT those terms do not negate the incentives offered (or the effect of such incentives) in respect of the Affordable Business Space; and

- (c) where the Owner does not propose to provide Affordable Business Space within the Plot the subject of the Reserved Matters Application as referred to in this paragraph 1.2, the Owner shall accompany such Reserved Matters Application with a statement of its then intention regarding the provision within and distribution of the Affordable Business Space between the remaining Plot or Plots referred to in paragraph 1.1(b) or (as applicable) (c).
- 1.3 The Owner shall not:
 - (a) Commence in any Plot within which the Affordable Business Space is to be provided until the Council has approved:
 - (i) the location of the Affordable Business Space within that Plot PROVIDED THAT it shall be sufficient to indicate that the Affordable Business Space shall be provided anywhere within the detailed extent of the Class B1 floorspace to be provided in such Plot; and
 - (ii) the ABS Terms for the Affordable Business Space to be provided within that Plot.
- 1.4 The Owner shall:
 - (a) Complete the Affordable Business Space to be provided in Phase 1 prior to Occupation of 80% of the Market Dwellings in Phase 1; and
 - (b) Complete the whole of the Affordable Business Space prior to Occupation of 60% of the Market Dwellings in Phase 3; and
 - (c) not Occupy more than the relevant number of Dwellings referred to in paragraph 1.4(a) and 1.4(b) until the relevant Affordable Business Space has been Completed and made available for Occupation.
- 1.5 The Owner shall market the Affordable Business Space in accordance with the ABS Terms as approved by the Council for a period of not less than 12 months, and shall use All Reasonable Endeavours to let the Affordable Business Space on the ABS Terms as approved by the Council.
- 1.6 If at any time after the end of a period of 12 months following commencement of marketing of the Affordable Business Space, all or any of the Affordable Business Space shall remain un-let, then the Owner may serve notice on the Council specifying the whole or any part of the un-let Affordable Business Space in question and requesting that it be discharged from its obligation to provide such space as Affordable Business Space.
- 1.7 The Owner shall accompany such notice pursuant to paragraph 1.6 with:
 - (a) appropriate evidence demonstrating that it has used All Reasonable Endeavours to let the Affordable Business Space in question to SMEs on the ABS Terms approved by the Council, such evidence to include the following:
 - (i) the steps taken to market and let the Affordable Business Space in question and details of which entities have carried out such marketing;

- (ii) how potential occupiers were identified and targeted and the attempts made to market the Affordable Business Space to those potential occupiers; and
 - (iii) the dates between which marketing of the Affordable Business Space was carried out.
 - (b) such proportion of the £1,000,000 referred to in paragraph 1.12 as shall remain unspent as the Owner shall consider should reasonably be attributable to the Affordable Business Space in respect of which the Owner is seeking a release pursuant to a notice served under paragraph 1.6 above, subject to paragraph 1.7(c).
 - (c) where (and only where) the Owner's notice pursuant to paragraph 1.6 is served on or after the date 18 months following Completion of the un-let Affordable Business Space encompassed by such notice, then in calculating the proportion of the £1,000,000 sum attributable to such Affordable Business Space pursuant to paragraph 1.7(b), the Owner shall be entitled to deduct a sum equal to the rent which would have been received in respect of such Affordable Business Space as from the date 18 months following Completion of such floorspace up until the date of release pursuant to paragraphs 1.8 or 1.9 PROVIDED THAT the rent to be assumed for such Affordable Business Space when calculating such deduction shall not exceed £15 per square foot after allowing for indexation in accordance with clause 15.
- 1.8 The Council shall serve notice in response to the Owner's notice pursuant to paragraph 1.6 within a period of 15 Business Days of receipt of the Owner's notice and:
- (a) if the Council is satisfied that the Owner has used Reasonable Endeavours to let the Affordable Business Space in question to SMEs on the ABS Terms as approved by the Council, then it shall state in its notice accordingly; or
 - (b) if the Council is not satisfied that the Owner has used Reasonable Endeavours to let the Affordable Business Space in question to SMEs on the ABS Terms as approved by the Council, the Council shall state the reasons for that conclusion in its notice and shall specify the steps which it considers the Owner should take in order to comply with its obligation to use All Reasonable Endeavours to let the Affordable Business Space in question to SMEs on the ABS Terms as approved by the Council.
- 1.9 Upon receipt of the Council's notice pursuant to paragraph 1.8(b), the Owner shall proceed in accordance with such notice PROVIDED THAT If the Owner shall not accept the Council's notice pursuant to paragraph 1.8(b) then it shall within 10 Business Days of receipt of the Council's notice serve notice on the Council accordingly and if the Owner and the Council have not resolved the dispute within a period of 10 Business Days thereafter, the matter shall be referred to the Specialist for determination pursuant to clause 20.
- 1.10 If the Council:

- (a) shall agree the details of the sum attributable to the Affordable Business Space in question as referred to in the Owner's notice under paragraph 1.7(b) then it shall specify accordingly in its notice pursuant to paragraph 1.8(a) and the Owner shall pay such sum to the Council in accordance with paragraph 1.11, whereupon the Owner shall be free to let the Affordable Business Space to an occupier of its choice upon such terms as it thinks fit; or
- (b) shall not agree the sum attributable to the Affordable Business Space in question as referred to in the Owner's notice under paragraph 1.7(b) then it shall specify accordingly in its notice pursuant to paragraph 1.8(b) and if the sum in question has not been agreed between the Owner and the Council within 10 Business Days following service of the Council's notice, then the question of the sum attributable to the Affordable Business Space matter shall be referred to the Specialist for determination pursuant to clause 20 and the Owner shall pay such sum as determined to the Council in accordance with paragraph 1.11 whereupon the Owner shall be free to let the Affordable Business Space to an occupier of its choice upon such terms as it thinks fit.

1.11 Any sum payable by the Owner pursuant to paragraph 1.10(a) or 1.10(b) (the "Release Sum") shall be paid to the Council in the following instalments:

- (a) 50% within 20 Business Days of agreement or determination of the Release Sum; and
- (b) 50% on the second anniversary of the payment made under paragraph 1.11(a)

PROVIDED THAT the Council shall apply any sums received pursuant to this paragraph 1.11 for the purposes of business support for SMEs (including the provision of business premises) and for providing employment opportunities in the Borough.

1.12 Subject to paragraphs 1.7 to 1.11 the Owner shall:

- (a) apply a sum of £1,000,000 towards, market rent subsidy and/or any grants to the occupiers of the Affordable Business Space as approved by the Council pursuant to paragraph 1.2(b), such £1,000,000 to be applied from the date of first Occupation of the Affordable Business Space until such time as the said sum of £1,000,000 has been spent PROVIDED THAT for the avoidance of doubt no part of the said sum of £1,000,000 shall be applied to the construction to Shell and Core or Fit Out of the Affordable Business Space, nor to rent free periods in respect of the Affordable Business Space; and
- (b) until such time as the sum of £1,000,000 has been applied in accordance with paragraph (a) of this paragraph 1.12, make the Affordable Business Space available solely to SMEs for Occupation on the ABS Terms as approved by the Council pursuant to paragraph 1.3.

2 Employment and Training Contribution

2.1 The Owner shall pay the Employment and Training Contribution to the Council in the following instalments:

- (a) £50,000 prior to the carrying out of any works pursuant to the Development;
- (b) £150,000 prior to the Commencement Date;
- (c) £100,000 prior to Occupation of 450 Dwellings or, if greater, 30% of the Dwellings in Phase 1;
- (d) £100,000 prior to Occupation of 300 Dwellings or, if greater, 30% of the Dwellings in Phase 2; and
- (e) £100,000 prior to Occupation of 300 Dwellings or, if greater, 30% of the Dwellings in Phase 3

PROVIDED THAT the words "or, if greater, 30% of the Dwellings" in each of sub-paragraphs (c), (d) and (e) shall not apply unless and until all of the Reserved Matters Applications in respect of the relevant Phase have been approved and the accompanying reconciliation document required by the relevant Condition has been submitted to the Council.

2.2 The Owner shall not carry out any works or Commence the Development or Occupy any further Dwellings once a deadline for payment of any instalment of the Employment and Training Contribution as referred to in paragraph 2.1 has been reached unless and until the relevant instalment has been paid.

3 Local Labour and Business Strategy

3.1 In carrying out any part of the Development the Owner shall fully participate in the Local Labour and Business Scheme and use Reasonable Endeavours to achieve a target of at least 50% employment of Local People and Local Businesses as employees, suppliers and/or contractors by:

- (a) submitting to the Council a Local Labour and Business Strategy for its approval prior to the carrying out of any works pursuant to the Development; and
- (b) implementing the approved Local Labour and Business Strategy in full.

3.2 The Owner shall not carry out any works pursuant to the Development until the Local Labour and Business Strategy has been submitted to and approved by the Council.

3.3 The Local Labour and Business Strategy shall:

- (a) set out in detail how the Owner shall use Reasonable Endeavours to promote and recruit employees, contractors, sub-contractors and suppliers for the Development from the Borough required for and during the construction of the Development and end use;
- (b) be prepared in accordance with and in support of the objectives of the Local Labour and Business Scheme;

(c) include (but not be limited to) the following actions on the part of the Owner:

(i) issue of a written statement (the form and content of which shall previously have been agreed in writing with the Council) to its contractors sub-contractors and suppliers at the tendering for work stage:

(A) endorsing the use of local labour and indicating the full commitment of the Owner to ensuring that Local People and Local Businesses are able to benefit directly from all employment and contract award activity arising as a result of the construction of the Development;

(B) stating that any company invited by the Owner its contractors and sub-contractors to tender for work will be given clear written details of the requirement to promote local employment (including apprenticeships) and the use of local contractors sub-contractors and suppliers and to use Reasonable Endeavours to recruit employees (including apprentices), contractors, sub-contractors and suppliers for the Development from the Borough prior to the receipt of any bid; and

(C) stating that the Owner's contractors and sub-contractors for the Development will be required to monitor and record the number and percentage of person hours worked within the Development by Local People and the number of contracts and percentage of total contract value awarded to Local Businesses engaged in the construction of the Development and to submit returns detailing such records to the Owner at intervals of not more than 1 month throughout the period of the construction of the Development

(ii) monitoring and recording of the following:

(A) the number and percentage of person hours worked within the Development by Local People together with details of the full home postcodes and socio-economic data for such Local People, to include gender, age group (16-25, 26-35, 36-45, 46-55, and over 55) job title, whether full or part time, ethnicity (using census categories), disability and previous employment status (unemployed or employed) PROVIDED THAT the information required to be provided as referred to in this paragraph 3.3(c)(ii)(A) shall be requested from employees in accordance with data protection requirements and in such a way that the employee is made aware that the information provided is to be disclosed to a third party for monitoring purposes and

in a manner which gives the employee the ability to agree or refuse to agree to the information being disclosed;

- (B) the number of and percentage of total contract value of contracts awarded to Local Businesses for the construction of the Development; and
- (C) the names and full postcodes of companies that have secured contracts related to the construction of the Development

and submission of the returns detailing such records to the Council at regular intervals of not more than once a month (but not less than once every 2 months) throughout the construction of the Development using the Council's standard Employment, Skills and Business monitoring forms under the Local Labour and Business Scheme;

- (iii) use of Reasonable Endeavours to obtain from its respective agents employees contractors suppliers and sub-contractors returns providing the information as required by this paragraph 3.3 of the number of Local People and Local Businesses recruited from the Borough and engaged in work relating to the construction of the Development and the collation and submission of the same to the Council with the Owner's monthly returns pursuant to sub-paragraph 3.3(c)(ii) using the Council's standard monitoring forms under the Local Labour and Business Scheme;
- (iv) appointment of a nominated person to co-ordinate the Local Labour and Business Strategy; and
- (v) (from the carrying out of any works in each Phase and throughout the carrying out of the Development) procurement of the nominated person to meet and work with the Lewisham Local Labour and Business Co-ordinator to discuss the Local Labour and Business Strategy for the Development and any initiatives that maybe available within the Borough at that time.

4 Retail Operator Restrictions

- 4.1 No Non-Residential Unit which is to be used for purposes falling within Classes A3 and/or A4 of the Town and Country Planning (Use Classes) Order 1987 (as amended) shall be Occupied by an operator which is already represented within Deptford District Centre PROVIDED THAT such restriction shall only apply during the period of 2 years following the Completion of the first permanent Non-Residential Unit to be used for Class A3 and/or Class A4 purposes and PROVIDED FURTHER THAT this restriction shall not prevent any Meanwhile Uses.
- 4.2 No market stall within the Site shall be Occupied by a market stall operator which is licensed to trade in Deptford Market provided that such restriction shall only apply during the period of 3 years following the date the first market is held at the Site

following First Occupation of the Development PROVIDED THAT this restriction shall not prevent any Meanwhile Uses.

THIRD SCHEDULE
Transport, Travel and Highway Works

1 Controlled Parking Zone

1.1 The Owner shall pay the CPZ Contribution to the Council in the following instalments:

- (a) £50,000 prior to Commencement; and
- (b) £200,000 prior to Occupation of the 1,400th Dwelling.

1.2 The Owner shall not:

- (a) Commence the Development until the instalment of the CPZ Contribution required to be paid under paragraph 1.1(a) has been paid to the Council; nor
- (b) Occupy any Dwellings beyond the number prescribed in paragraph 1.1(b) until the instalment of the CPZ Contribution required to be paid under that paragraph has been paid to the Council.

1.3 If following the application of the CPZ Contribution to the purposes prescribed in the definition of that expression in Clause 1.1 and the implementation of any changes to the CPZ outside the Site identified as being required as a result of the Phase 3 Survey (if any), any part of the CPZ Contribution remains unspent, then such unspent part of the CPZ Contribution shall be added to and form part of the Highway Works Contribution.

2 Bus Services and Infrastructure

Bus Services

2.1 The Owner covenants with TfL and the Council to pay the Bus Services Contribution to TfL in the following instalments:

- (a) £90,000 prior to First Occupation of the Development;
- (b) £180,000 prior to the first anniversary of First Occupation of the Development;
- (c) £270,000 prior to each of the second, third and fourth anniversaries of First Occupation of the Development;
- (d) £180,000 prior to the fifth anniversary of First Occupation of the Development;
- (e) £90,000 prior to the sixth anniversary of First Occupation of the Development;
- (f) £880,000 prior to the later of the Owner receiving notice from TfL that a suitable off Site bus stand has been identified and the same is available and Occupation of 1,050 Dwellings (the "Eighth Instalment"); and
- (g) £880,000 prior to each of the first, second, third and fourth anniversaries of the Eighth Instalment.

2.2 The Owner shall not Occupy any further Dwellings once a deadline for payment of any instalment of the Bus Services Contribution as referred to in paragraph 2.1 has been reached unless and until the relevant instalment has been paid.

2.3 The Owner agrees that TfL can if it so decides introduce any or all of the Bus Services early to the extent that it is possible to do so having regard to the construction programme for the Development and the Owner's obligations under the terms of this Deed and PROVIDED THAT the Owner shall not be required to provide the Spine Road earlier than the timescale prescribed by the Conditions.

Bus Stop Contribution

2.4 The Owner covenants with TfL and the Council to pay the Bus Stop Contribution to the Council in the following instalments:

- (a) £51,500 prior to First Occupation of the Development (to be used to provide the Improved Bus Stops); and
- (b) £48,000 prior to Occupation of 750 Dwellings (to be used to provide the New Off Site Bus Stops).

2.5 The Owner shall not Occupy any further Dwellings once a deadline for payment of any instalments of the Bus Stop Contribution as referred to in paragraph 2.4 has been reached unless and until the relevant instalment has been paid.

2.6 Prior to the Occupation of 750 Dwellings the Owner shall provide the New On Site Bus Stops in accordance with the specification in the TfL Design Guidance for a bus stop that is suitable for accommodating at least a single bus at any one time and the Owner shall not Occupy more than 750 Dwellings until the New On Site Bus Stops have been Completed in accordance with such specification.

2.7 Prior to the later of Occupation of 1,050 Dwellings and the Owner receiving notice from TfL that a suitable off-Site bus stand has been identified and is available, the Owner shall review the operation of the New On Site Bus Stops (in accordance with a methodology to be agreed with TfL) to establish whether either of the New On Site Bus Stops requires alteration by means of kerb extensions and/or extension to bus stop cage markings to enable them to accommodate a maximum of 2 buses at any one time (and for the avoidance of doubt such alterations shall not include the alteration, replacement or installation of any additional, bus shelter or stand or other bus infrastructure). If the review shall identify that any or all of the New On Site Bus Stops require alteration the Owner shall carry out such alterations as may be agreed with TfL in accordance with the TfL Design Guidance within a timescale to be agreed.

2.8 The Owner agrees that the Council may (but cannot be obliged to) provide the New Off Site Bus Stops and Improved Bus Stops prior to the Occupation levels referred to in paragraph 2.4.

Access for TfL over the Spine Road

2.9 The Owner shall grant TfL a lease in accordance with the terms set out in Annex 1 to this Third Schedule ("the Bus Stop Lease").

- 2.10 The Parties acknowledge that as at the date of this Deed the form of the Bus Stop Lease has not been finalised (the heads of terms for such lease being contained in Annex 1 to this Third Schedule).
- 2.11 The Owner shall be responsible for preparing the draft Bus Stop Lease and shall provide such draft Bus Stop Lease to TfL not later than 6 months prior to the anticipated date of Completion of the Spine Road.
- 2.12 The Owner will further properly deduce its title to the premises to be demised by the Bus Stop Lease to TfL's reasonable satisfaction contemporaneously with providing the draft Bus Stop Lease to TfL as provided for in paragraph 2.11.
- 2.13 The Owner and TfL shall use All Reasonable Endeavours to ensure that the final form of Bus Stop Lease is agreed without undue delay PROVIDED THAT if the final form of Bus Stop Lease has not been agreed by the date 3 months prior to the anticipated date of Completion of the Spine Road as aforesaid, then the terms of the Bus Stop Lease shall be referred to the Specialist for determination pursuant to clause 20.
- 2.14 The Owner shall grant (or shall procure the grant of) and TfL shall accept the Bus Stop Lease and the Owner shall at the same time provide TfL with any third party consents, certificates or other approvals required to satisfy any subsisting restrictions on the Owner's title (or the title of the party granting the Bus Stop Lease who derives title from the Owner) to permit the grant and subsequent registration of the Bus Stop Lease. The parties agree that TfL's reasonable costs properly incurred in connection with the negotiation completion and registration of the Bus Stop Lease not exceeding the sum of £2,500 plus VAT and disbursements shall be borne by the Owner.
- 2.15 TfL shall use Reasonable Endeavours to procure that the Bus Stop Lease is registered at the Land Registry as soon as reasonably practicable after completion of the Bus Stop Lease and the Owner shall provide such reasonable assistance with any Land Registry requisitions raised, responding promptly to any request for assistance from TfL.
- 2.16 TfL shall provide that as soon as reasonably practicable after registration of the Bus Stop Lease, the Owner is provided with official copies showing TfL as registered proprietor of the premises demised by the Bus Stop Lease.
- 2.17 In the event that TfL commences the operation of a Bus Service through the Site prior to the grant of the Bus Stop Lease, then the Owner shall permit:
- (a) TfL and its agents and their bus drivers, to operate buses set down and pick up passengers at designated bus stops within the Site, and if requested by TfL will (at no cost to TfL) grant TfL and its agents the necessary licences to facilitate the same (having regard to the heads of terms contained in Annex 1 to this Third Schedule); and
 - (b) only for the duration of the licence to which part (a) above refers at no cost to TfL, the public to access the roads and pavements within the Site on foot at all times for the purposes of boarding and alighting buses.

3 Riverbus Services

- 3.1 Not later than 12 months after the Commencement Date (or such other timescale as may be agreed by TfL) the Owner shall provide to TfL details of the indicative rent for a lease or sub lease of the Riverbus Pier and the terms of such lease or sub lease that may be stipulated by the superior landlord.
- 3.2 Not later than 12 months after the Commencement Date (or such other timescale as may be agreed between the Owner and TfL (in consultation with the Council)) the Owner shall provide details of progress on engaging with and entering into contractual arrangements with the potential Riverbus Service operator or Riverbus Service operators.
- 3.3 Not later than 18 months after the Commencement Date (or such other timescale as may be agreed between the Owner and TfL (in consultation with the Council)), the Owner shall submit the Riverbus Service Strategy to TfL for its approval (in consultation with the Council).
- 3.4 Prior to the Occupation of 750 Dwellings (or prior to Occupation of such later threshold as may be agreed between the Owner, TfL and the Council) the Owner shall construct and complete the Riverbus Pier together with all necessary infrastructure in accordance with details which have previously been approved in writing by TfL in consultation with the Council which shall be to such standard and specification as is necessary to meet with the Riverbus Pier Specification or such other specification as may be agreed in writing between the Owner and TfL in consultation with the Council PROVIDED THAT this shall be subject to the Owner being able to obtain all Necessary Consents which Necessary Consents the Owner shall use All Reasonable Endeavours to obtain and shall proceed diligently to apply for and pursue and PROVIDED FURTHER THAT the Owner shall keep TfL and the Council fully informed in writing of progress in relation to all applications for/negotiations in respect of such Necessary Consents.
- 3.5 Subject to paragraph 3.4, the Owner shall use All Reasonable Endeavours to procure:
- (a) commencement of the operation of the Riverbus Service prior to Occupation of 750 Dwellings (or prior to Occupation of such later threshold as may be agreed between the Owner, TfL and the Council); and
 - (b) that the Riverbus Service Strategy approved pursuant to paragraph 3.3 operates continuously for a period of no less than 10 years from the date of First Occupation of 750 Dwellings or such alternative threshold as may be agreed between the Owner, TfL and the Council.
- 3.6 The Owner shall not Occupy more than 750 Dwellings (or more than such later threshold as may be agreed between the Owner, TfL and the Council) until:
- (a) the Riverbus Pier together with all necessary infrastructure has been provided in accordance with paragraph 3.4 ; and
 - (b) public access onto the Site from adjoining areas and across the Site to and over the Riverbus Pier is available and will be available if and for so long as the Riverbus Service is in operation.

- 3.7 Provided that TfL has notified the Owner that it wishes to lease or take a sub lease of the Riverbus Pier, then no later than 3 months from provision of the details to TfL by the Owner pursuant to paragraph 3.1 above and subject to obtaining any Necessary Consents (which the Owner shall use Reasonable Endeavours to obtain) the Owner shall grant or procure the grant of a lease or underlease of the Riverbus Pier to TfL (or such nominated subsidiary of TfL having responsibility for riverbus services notified in writing to the Owner) upon terms that shall include the Riverbus Lease Terms PROVIDED THAT such terms shall be consistent with the provisions of any superior lease and the requirements of any superior landlord, the Owner's estate management strategy for the Development, the terms of this Deed, the requirements of the operator of the Riverbus Service or any other terms as may be agreed between the Parties.
- 3.8 If no notice is received from TfL within the timescale stipulated in paragraph 3.7 TfL shall be deemed to have served a notice confirming that it does not require the grant of a lease or underlease and the Owner's obligations to grant or procure the grant of such lease or underlease in paragraph 3.7 shall not apply.
- 3.9 Subject to paragraph 3.4, the Owner shall contribute towards the costs of operation of the Riverbus Service PROVIDED THAT the Owner shall not be required to apply more than the Riverbus Service Contribution to the provision and operation of the Riverbus Service.
- 3.10 Subject to paragraph 3.4 the Owner covenants with TfL and the Council to pay the Riverbus Service Contribution to the preferred Riverbus Service operator in the following instalments:
- (a) an initial instalment reasonably required by the preferred Riverbus Service operator the timing of which must allow the operator to order an additional boat or otherwise procure the availability of a boat to enable commencement of the Riverbus Service by the date required in paragraph 3.5(a); and
 - (b) the balance of the River Services Contribution in accordance with the programme set out in the approved Riverbus Services Strategy or approved revision thereof.
- 3.11 In the event that by the date of Occupation of 750 Dwellings (or within such other timescale as may be agreed between the Owner, TfL and the Council) the Owner has not been able to procure an operator to run the Riverbus Service despite having used All Reasonable Endeavours then the Owner shall pay to TfL the Riverbus Service Contribution for use by TfL (in consultation with the Council) to provide one or more of the following:
- (a) an alternative riverbus service;
 - (b) other enhancements to public transport;
 - (c) walking and cycling improvements; and/or
 - (d) such other measures as may be agreed between TfL and the Council in consultation with the Owner which are intended to reduce car trip generation.

- 3.12 In the event that the Owner shall pay to TfL any part of the Riverbus Service Contribution pursuant to paragraph 3.11 it shall do so in the same instalments as required by paragraph 3.12 save that the initial instalment required by paragraph 3.10(a) shall be payable prior to Occupation of 750 Dwellings.
- 3.13 In the event that the operator of the approved Riverbus Service Strategy or such approved revision thereof ceases to run the Riverbus Service and despite having used All Reasonable Endeavours the Owner is unable to identify a replacement service in accordance with the approved Riverbus Service Strategy or such approved revision thereof then the Owner shall pay to TfL the remainder of the Riverbus Service Contribution which has not already been paid to the operator upon the same terms set out in paragraphs 3.11 and 3.12, mutatis mutandis.

4 Car Club

- 4.1 The Owner shall provide and maintain the Car Club Parking Spaces within the Development in accordance with and subject to the further provisions of this paragraph 4.
- 4.2 Unless otherwise agreed with the Council the Owner shall not Occupy more than 750 of the Dwellings in Phase 1 until it has:
- (a) entered into a legally binding agreement with a commercial operator for the operation of a Car Club on the Site upon terms which are reasonably obtainable in the market which will secure the operation of the Car Club for Phase 1 for a minimum period of 10 years (subject to the provisions of paragraph 4.6) following Occupation of 750 Dwellings in Phase 1;
 - (b) (subject to paragraph 4.5) provided and marked out on the ground within Phase 1 (or in such location as may be agreed with the Car Club operator) such of the Car Club Parking Spaces as may be required by the operator of the Car Club up to a maximum ratio of 1 Car Club Parking Space applied to each 100 Dwellings in Phase 1 and has made the same ready and available for use by the Car Club; and
 - (c) secured commencement of the operation of the Car Club in Phase 1.
- 4.3 The Owner shall not Occupy more than 500 Dwellings in Phase 2 until it has (subject to paragraph 4.5) provided and marked out on the ground within Phase 2 (or in such location as may be agreed with the Car Club operator) such of the Car Club Parking Spaces as may be required by the operator of the Car Club up to a maximum ratio of 1 Car Club Parking Space applied to each 100 Dwellings in Phase 2 and has made the same ready and available for use by the Car Club and has secured the operation and commencement of operation of the Car Club for a minimum period of 10 years (subject to the provisions of paragraph 4.6) from Occupation of 500 Dwellings in Phase 2.
- 4.4 The Owner shall not Occupy more than 600 Dwellings in Phase 3 until it has (subject to paragraph 4.5) provided and marked out on the ground within Phase 2 (or in such location as may be agreed with the Car Club operator) such of the Car Club Parking Spaces that are required by the operator of the Car Club up to a maximum ratio of 1 Car Club Parking Space applied to each 100 Dwellings in Phase 3 and has made the same ready and available for use by the Car Club and has secured the operation and commencement of operation of the Car Club for a

minimum period of 10 years (subject to the provisions of paragraph 4.6) from Occupation of 600 Dwellings in Phase 3.

4.5 The Owner shall not be required to provide more than 35 Car Club Parking Spaces within the Development.

4.6 The Owner shall:

- (a) make available membership of the Car Club to all First Residential Occupiers without a residential parking space within the Site and shall provide membership free to all such First Residential Occupiers that confirm they want to become Car Club members PROVIDED THAT the Owner shall only be required to provide free membership to the same for a period of 1 year from date of First Occupation of each such First Residential Occupier; and
- (b) shall advertise the existence of the Car Club to all Residents and the availability of the period of free membership to include posting notices within common parts of residential buildings, posting information on the website relating to the Development and providing a leaflet with details of the Car Club for residents on first Occupation of Dwellings.

4.7 During the operation of the Car Club, the Owner shall provide and maintain the Car Club Parking Spaces for the sole use of the Car Club and shall procure the continued operation of the Car Club in accordance with paragraphs 4.2-4.4 subject to the following:

- (a) if any review of a Travel Plan pursuant to paragraph 5 of this Third Schedule demonstrates that the Car Club is no longer an effective, necessary or required measure, then subject to the Owner providing satisfactory written evidence to the Council that this is the case and the Council confirming its agreement in writing that the Car Club is no longer an effective, necessary or required measure, the Owner shall thereafter no longer be required to procure continued operation of the Car Club or retention of the Car Club Parking Spaces for use by the Car Club;
- (b) the provisions of paragraph (a) shall apply mutatis mutandis to any review of the Travel Plan which demonstrates that part of the Car Club is no longer an effective, necessary or required measure;
- (c) if the Car Club operator confirms in writing that it no longer requires a Car Club Parking Space, then subject to the Owner providing satisfactory written evidence to the Council and the Council confirming its agreement in writing that there is no demand for the Car Club Parking Space from another Car Club operator, the Owner shall no longer be required to maintain the relevant Car Club Parking Space for use by the Car Club;
- (d) if the Car Club operator ceases to exist, or ceases (otherwise than following termination of any agreement with the Car Club operator by the Owner) to operate the Car Club on the Site, then subject to the Owner providing satisfactory written evidence to the Council and the Council confirming its agreement in writing that there is no demand from other Car Club operators to operate a Car Club from the Site or that there is demand only for a reduced Car Club, the Owner shall no longer be required to

procure the operation of a Car Club from the Site or shall only be required to procure a reduced operation as relevant.

5 Travel Plans

Site Wide Travel Plans

5.1 The Owner shall:

- (a) no later than 12 months following Commencement submit the Site Wide Residential Travel Plan and the Site Wide Non-Residential Travel Plan to the Council for approval;
- (b) at the same time as it submits the Travel Plans referred to in subparagraph (a) of this paragraph 5.1 it shall pay to the Council the Travel Plan Monitoring Contribution; and
- (c) not Occupy the Development until the Site Wide Residential Travel Plan and the Site Wide Non-Residential Travel Plan have been submitted to the Council for approval and the Council has given its written approval to the Site Wide Residential Travel Plan and the Site Wide Non-Residential Travel Plan and it has paid to the Council the Travel Plan Monitoring Contribution.

5.2 The Site Wide Residential Travel Plan shall include the following (as a minimum):

- (a) targets for reducing the number of trips that are projected to be made to and from the Development by private car and in particular the number of single occupancy trips;
- (b) details of the measures to be introduced to realise these targets and which may include:
 - (i) use of the Travel Plan Co-Ordinator;
 - (ii) car sharing (identifying car sharing opportunities using a site wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
 - (iii) a bicycle users' group;
 - (iv) pool bicycles;
 - (v) promotion of the Car Club and incentives to join; and
 - (vi) other reasonable measures consistent with the objectives of reducing travel to and from the Development by private car;
- (c) a programme for implementation of the Site Wide Residential Travel Plan;
- (d) a methodology and a programme for monitoring and reviewing the Site Wide Residential Travel Plan in relation to the targets set therein.

5.3 Unless the Council shall otherwise agree in writing, then between 1 March and 28 April of each year following the First Occupation of the Development and until the expiry of a period of 5 years from First Occupation of 95% of the Dwellings, the Owner shall:

- (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the further implementation of the Site Wide Residential Travel Plan (including amendments) based on the outcome of the said report; and
 - (b) revise the Site Wide Residential Travel Plan to reflect the approved report submitted pursuant to paragraph 5.3(a) of this Third Schedule.
- 5.4 The Owner shall implement the Site Wide Residential Travel Plan and the Development shall not be Occupied other than in accordance with the approved Site Wide Residential Travel Plan, the programme contained therein and any approved revisions thereof.
- 5.5 The Owner shall include within the Site Wide Non-Residential Travel Plan:
 - (a) targets for reducing the number of trips that are projected to be made to and from the Development by staff, contractors and visitors by private car and in particular the number of single occupancy trips;
 - (b) details of the measures to be introduced to realise these targets which may include:
 - (i) use of the Travel Plan Co-Ordinator;
 - (ii) car sharing (identifying car sharing opportunities using a site wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
 - (iii) shower and changing facilities, including lockers and drying space;
 - (iv) a bicycle users' group;
 - (v) management practices, including cycle mileage allowances and interest free loans for cycle purchase and public transport (including Riverbus Service) tickets/passes;
 - (vi) other reasonable measures consistent with the objectives of reducing travel to and from the Development by private car including measures specifically aimed at reducing private car travel to and from the Primary School;
 - (c) a programme for implementation of the Site Wide Non-Residential Travel Plan; and
 - (d) a methodology and a programme for monitoring and reviewing the Site Wide Non-Residential Travel Plan in relation to the targets set out therein.
- 5.6 Unless the Council shall otherwise agree in writing, then between 1 March and 28 April of each year following the first Occupation of any Non-Residential Unit, and until the expiry of a period of 5 years from First Occupation of 95% of the Non-Residential Units, the Owner shall:
 - (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the further implementation of the Site Wide Non-

Residential Travel Plan (including amendments) based on the outcome of the said report; and

- (b) revise the Site Wide Non-Residential Travel Plan to reflect the approved report submitted pursuant to paragraph 5.6(a).

- 5.7 The Owner shall implement the Site Wide Non-Residential Travel Plan and the Non-Residential Units shall not be Occupied other than in accordance with the approved Site Wide Non-Residential Travel Plan, the programme contained therein and any approved revisions thereof.

Phase Specific Travel Plans

- 5.8 The Owner shall no later than 12 months following Commencement of any Phase submit the Phase Specific Residential Travel Plan and the Phase Specific Non-Residential Travel Plan for such Phase to the Council for approval.

- 5.9 The Owner shall not Occupy any Dwelling in a Phase unless and until:

- (a) the Phase Specific Residential Travel Plan for that Phase has been submitted to the Council for its approval; and
- (b) the Council has given its written approval to the Phase Specific Residential Travel Plan for that Phase.

- 5.10 The Phase Specific Residential Travel Plan shall include:

- (a) targets for reducing the number of trips that are projected to be made to and from the relevant Phase by private car and in particular the number of single occupancy trips;
- (b) details of the measures to be introduced to realise these targets and which may include:
 - (i) use of the Travel Plan Co-Ordinator;
 - (ii) car sharing (identifying car sharing opportunities using a phase wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
 - (iii) a bicycle users' group;
 - (iv) pool bicycles;
 - (v) promotion of the Car Club and incentives to join;
 - (vi) Oyster Cards, travel vouchers, bicycle vouchers; and
 - (vii) other reasonable measures consistent with the objectives of reducing travel to and from the Phase by private car (to include a Car Club);
- (c) a programme for implementation of the Phase Specific Residential Travel Plan; and
- (d) a methodology and a programme for monitoring and reviewing the Phase Specific Residential Travel Plan in relation to the targets set therein.

- 5.11 Unless the Council shall otherwise agree in writing, then between 1 March and 28 April of each year following First Occupation of the Dwellings in a Phase until the expiry of a period of 5 years from First Occupation of 95% of the Dwellings in such Phase, the Owner shall:
- (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the further implementation of the Phase Specific Residential Travel Plan (including amendments) based on the outcome of the said report; and
 - (b) revise the Phase Specific Residential Travel Plan to reflect the approved report submitted pursuant to paragraph 5.11(a).
- 5.12 The Owner shall implement the Phase Specific Residential Travel Plan and the Phase shall not be Occupied other than in accordance with the relevant Phase Specific Residential Travel Plan, the programme contained therein and any approved revisions thereof.
- 5.13 The Owner shall not Occupy any Non-Residential Units in a Phase unless and until:
- (a) the Phase Specific Non-Residential Travel Plan for that Phase has been submitted to the Council for its approval; and
 - (b) the Council has given its written approval to the Phase Specific Non-Residential Travel Plan for that Phase.
- 5.14 The Phase Specific Non-Residential Travel Plan shall include:
- (a) targets for reducing the number of trips that are projected to be made to and from the relevant Phase by staff, contractors and visitors by private car and in particular the number of single occupancy trips;
 - (b) details of the measures to be introduced to realise these targets and which may include:
 - (i) use of the Travel Plan Co-Ordinator;
 - (ii) car sharing (identifying car sharing opportunities using a phase wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
 - (iii) shower and changing facilities, including lockers and drying space;
 - (iv) a bicycle users' group;
 - (v) management practices, including cycle mileage allowances and interest free loans for cycle purchase and public transport tickets/passes; and
 - (vi) other reasonable measures consistent with the objectives of reducing travel to and from the Phase by private car;
 - (c) a programme for implementation of the Phase Specific Non-Residential Travel Plan; and

- (d) a methodology and a programme for monitoring and reviewing the Phase Specific Non-Residential Travel Plan in relation to the targets set out therein.
- 5.15 Unless the Council shall otherwise agree in writing, then between 1 March and 28 April of each year following First Occupation of Non-Residential Unit in the Phase, and until the expiry of a period of 5 years from First Occupation of 95% of the Non-Residential Units in such Phase, the Owner shall:
- (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the further implementation of the Phase Specific Non-Residential Travel Plan (including amendments) based on the outcome of the said report; and
 - (b) revise the Phase Specific Non-Residential Travel Plan to reflect the approved report submitted pursuant to paragraph 5.15(a).
- 5.16 The Owner shall implement the approved Phase Specific Non-Residential Travel Plan in accordance with the relevant Phase Specific Non-Residential Travel Plan, the programme contained therein and any approved revisions thereof.

School Travel Plan

- 5.17 The Owner shall submit no later than Completion of the Primary School the School Travel Plan to the Council for its approval and shall not Occupy the Primary School until the Council has given its written approval to the School Travel Plan.
- 5.18 The School Travel Plan shall include:
- (a) targets for reducing the number of trips that are projected to be made to and from the Primary School by staff, contractors and visitors by private car and in particular the number of single occupancy trips;
 - (b) details of the measures to be introduced to realise these targets and which may include:
 - (i) use of the Travel Plan Co-Ordinator;
 - (ii) car sharing (identifying car sharing opportunities using a phase wide database, separate car parking spaces for car sharers and a campaign to promote car sharing);
 - (iii) shower and changing facilities, including lockers and drying space;
 - (iv) a bicycle users' group for pupils and staff;
 - (v) walking and cycling promotion;
 - (vi) walking buses;
 - (vii) providing cycle training for pupils, staff and parents/carers;
 - (viii) providing road safety awareness training for pupils;

- (ix) management practices, including cycle mileage allowances and interest free loans for cycle purchase and public transport (including Riverbus Service) tickets/passes; and
- (x) other reasonable measures consistent with the objectives of reducing travel to and from the Primary School by private car;
- (c) a programme for implementation of the School Travel Plan; and
- (d) a methodology and a programme for monitoring and reviewing the School Travel Plan in relation to the targets set out therein.

5.19 Unless the Council shall otherwise agree in writing, then between 1 March and 28 April of each year following First Occupation of the Primary School Premises, and until the expiry of a period of 5 years from First Occupation of the Primary School Premises, the Owner (in consultation with the head-teacher of the Primary School or such other person as may be nominated by the head-teacher for such purposes and notified in writing to the Owner) shall:

- (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the further implementation of the School Travel Plan (including amendments) based on the outcome of the said report; and
- (b) revise the School Travel Plan to reflect the report approved pursuant to paragraph 5.19(a).

5.20 The Owner shall implement the approved School Travel Plan and the Primary School shall not be Occupied other than in accordance with the School Travel Plan, the programme contained therein and any approved revisions thereof.

6 Appointment of Travel Plan Co Ordinator

6.1 The Owner shall not Occupy the Development or any part of it until the Travel Plan Co-Ordinator has been appointed.

6.2 The Owner shall procure that the Travel Plan Co-Ordinator undertakes the following duties:

- (a) prepares:
 - (i) the Site Wide Residential Travel Plan and the Site Wide Non-Residential Travel Plan;
 - (ii) the Phase Specific Residential Travel Plan and Phase Specific Non-Residential Travel Plan for all Phases of the Development; and
 - (iii) updates on the implementation and operation of the Site Wide Residential Travel Plan, Site Wide Non-Residential Travel Plan, Phase Specific Residential Travel Plan and Phase Specific Non-Residential Travel Plan;
- (b) leads initiatives to promote and raise awareness of the transport measures as set out in the Site Wide Residential Travel Plan, Site Wide Non-

Residential Travel Plan, Phase Specific Residential Travel Plan and Phase Specific Non-Residential Travel Plan; and

- (c) where requested to do so by the Council, provides reasonable assistance to the Council in applying for any grants or funding that may be available from any relevant party in connection with the implementation of the Site Wide Residential Travel Plan, Site Wide Non-Residential Travel Plan, Phase Specific Residential Travel Plan and Phase Specific Non-Residential Travel Plan.

6.3 In the event that the Travel Plan Co-Ordinator resigns or his engagement is terminated for any reason, the Owner shall employ (or will procure the employment of) a replacement Travel Plan Co-Ordinator as soon as reasonably practicable.

6.4 The Owner shall be responsible for the payment of the Travel Plan Co-Ordinator's fees and remuneration (as agreed by the Owner and the Travel Co-Ordinator from time to time) save that it is agreed by the Parties that the Owner shall be entitled to novate or assign the engagement of the Travel Plan Co-Ordinator to any management entity that may be established by the Owner to manage any part or aspect of the Development with the intention that such fees and remuneration shall be charged to the owners and occupiers of the Site under any service charge managed by a relevant management entity.

6.5 The Owner shall retain the Travel Plan Co-Ordinator until 3 years after Completion of the Development or such other earlier date as may be agreed in writing with the Council.

7 Parking Permits

7.1 The Owner hereby acknowledges and accepts as follows:

- (a) the appropriateness of a CPZ for the Dwellings and the Non-Residential Units; and
- (b) the appropriateness of and the need for the restrictions contained in this paragraph 7 which seek to manage the potential displacement of occupiers' demand for car parking by restricting the ability of occupiers of the Dwellings to obtain Parking Permits in respect of any CPZ immediately adjoining the Development or any car park owned, controlled or licensed by the Council, in the vicinity of the Site.

7.2 The Owner shall procure that any licence lease transfer or tenancy agreement between the Owner and any licensee, lessee, transferee or tenant in respect of any Dwelling shall so far as possible contain enforceable covenants on the part of the licensee, lessee, transferee or tenant that no occupier shall apply for or hold a Parking Permit in respect of any CPZ immediately adjoining the Development or any car park owned, controlled or licensed by the Council, in the vicinity of the Site, save where an occupier is or becomes entitled to be a disabled persons badge holder issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

7.3 The Owner shall within 10 Business Days of receipt of a written request from the Council provide to the Council a certified copy from the Owner's Solicitors of the form of covenant incorporated by the Owner in compliance with its obligation under

paragraph 7.2, together with confirmation that such covenant has been so incorporated into each such licence, lease, transfer or tenancy agreement as shall have been entered into as at the date of the Councils' request PROVIDED THAT such request shall not be made more than 3 times in any calendar year.

- 7.4 Save where the application is made by or on behalf of the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970, no application shall be made to the Council for a Parking Permit which a person is entitled to apply for in respect of any Dwellings (and the Owner shall not knowingly permit any occupier of any Dwelling to apply to the Council for a Parking Permit) and if any such Parking Permit is issued in respect of any Dwelling it shall be surrendered to the Council within 7 days of written demand made by or on behalf of the Council.

8 Highway Works

Highway Works

- 8.1 The Owner shall pay the Highway Works Contribution to the Council in the following instalments:
- (a) £500,000 not later than 6 months following the Commencement Date;
 - (b) £262,500 prior to First Occupation of any Dwellings;
 - (c) £262,500 prior to Occupation of 750 Dwellings;
 - (d) £262,500 prior to Occupation of 1,400 Dwellings; and
 - (e) £130,000 prior to Occupation of 2,050 Dwellings.
- 8.2 The Owner shall not Occupy any further Dwellings beyond the number specified once a deadline for payment of any instalment of the Highways Works Contribution as referred to in paragraph 8.1 has been reached, unless and until the relevant instalment has been paid.

Temporary Accesses

- 8.3 The Owner shall provide the following:
- (a) a temporary access to the Site from the east from the Commencement Date until the Eastern Site Entrance Highway Works are Complete, the detailed location and specification for such temporary access to be first approved by the Council (in consultation with TfL); and
 - (b) a temporary access to the Site from the west from the date of Occupation of 750 Dwellings until such time as the Western Site Entrance Highway Works are Complete, the detailed location and specification for such temporary access to be first approved by the Council (in consultation with TfL).

Eastern and Western Site Entrance Highway Works

- 8.4 The Owner shall not Occupy more than 750 Dwellings until it has
- (a) entered into a Highway Agreement in respect of the carrying out of the Eastern Site Entrance Highway Works; and

(b) carried out and Completed the Eastern Site Entrance Highway Works.

8.5 The Owner shall not Occupy more than 2,700 Dwellings until it has:

(a) entered into a Highway Agreement in respect of the carrying out of the Western Site Entrance Highway Works; and

(b) carried out and Completed the Western Site Entrance Highway Works.

Option 1/Option 2 NKS Highway Works

8.6 The Council shall within 18 months of the Commencement Date serve on the Owner and TfL the Highway Works Notice and if the Highway Works Notice is not served on the Owner by the Council within 18 months of the Commencement Date it is agreed that for the purposes of paragraphs 8.7 to 8.9 that the Council shall be deemed to have served a Highway Works Notice on the Owner on the date 18 months after the Commencement Date stating that the Specified Highway Works shall comprise the Option 2 NKS Highway Works.

8.7 It is hereby agreed that:

(a) as soon as reasonably practicable and in any event within 10 Business Days of the date of the Highway Works Notice the Owner shall submit to the Council and to TfL details of the proposed Baseline Considerations for the Specified Highway Works for approval by the Council in consultation with TfL;

(b) within 6 months of the date of service of the Highway Works Notice the Owner shall design the Specified Highway Works and submit to the Council for approval (in consultation with TfL) the detailed design drawings of the Specified Highway Works as specified in the Highway Works Notice, accompanying such detailed design drawings with the safety audits carried out;

(c) the Owner shall effect any reasonable changes to the detailed design drawings as may be notified in writing by the Council (in consultation with TfL) to the Owner, including (but not being limited to) changes which the Council (in consultation with TfL) considers should be made as a result of the safety audit in respect of the proposals, such changes to be effected expeditiously and within a timescale to be agreed between the Owner and the Council (in consultation with TfL) a final detailed design shall be submitted to the Council for approval;

(d) the Owner and the Council shall use Reasonable Endeavours to agree whether the Council or the Owner shall carry out the Specified Highway Works and if the Owner and the Council have not reached agreement on which Party shall carry out the Specified Highway Works within 6 months of the date of service of the Highway Works Notice then the matter shall be decided by the Council in its absolute discretion and clause 20 (Determination of Disputes) shall not apply; and

(e) for the avoidance of doubt the Owner shall be responsible for the costs incurred in the preparation of the detailed design drawings, seeking approvals and safety audits of the Specified Highway Works pursuant to this paragraph 8.7.

- 8.8 If the Council is to carry out the Specified Highway Works, then:
- (a) the Owner shall pay the Option 1 NKS Highway Works Contribution or (as the case may be) the Option 2 NKS Highway Works Contribution to the Council within 20 Business Days of the later of issue of approval by the Council to the detailed design of the Specified Highway Works and the end of the period specified in paragraph 8.7(d); and
 - (b) the Owner shall if reasonably required by the Council in its capacity as highway authority enter into such Highway Agreement containing such terms as may be appropriate in connection with the Specified Highway Works PROVIDED THAT if such Highway Agreement has not been entered into within 6 months of the end of the period specified in paragraph 8.7(d) then paragraph 8.9 shall apply as if the Council had determined pursuant to paragraph 8.7(d) that the Developer should carry out the Specified Highway Works.
- 8.9 If the Owner is to carry out the Specified Highway Works the Owner shall not occupy more than 750 Dwellings (or such greater threshold as may be agreed in the relevant Highway Agreement) until it has:
- (a) entered into a Highway Agreement in respect of the carrying out of the Specified Highway Works; and
 - (b) carried out and Completed the Specified Highway Works.

Evelyn Street/New King Street Highway Works

- 8.10 It is hereby agreed that:
- (a) as soon as reasonably practicable and in any event within 10 Business Days of the date of the Highway Works Notice the Owner shall submit to the Council and TfL details of the proposed Baseline Considerations for Evelyn Street/New King Street Highways Works for approval by the Council in consultation with TfL;
 - (b) within 12 months of the date of the Highway Works Notice the Owner shall design the Evelyn Street/New King Street Highway Works and submit to the Council for approval (in consultation with TfL and any other relevant highway authority) detailed design drawings of the Evelyn Street/New King Street Highway Works, accompanying such detailed design drawings with the modelling used and the safety audits carried out and where such design involves works to any highway for which the Royal Borough of Greenwich ("Greenwich") is the highway authority ("Greenwich Highway"), the Developer shall at the same time provide confirmation of agreement with Greenwich in respect of the carrying out of such part of the works as shall affect any Greenwich Highway PROVIDED THAT the Owner cannot be required to provide a design to include any Greenwich Highway if, the Owner has used Reasonable Endeavours to obtain the agreement of Greenwich to the works relating to such Greenwich Highway but despite the use of such Reasonable Endeavours the Owner has not been able to secure such agreement within a reasonable timescale PROVIDED FURTHER THAT where the Owner has not been able to obtain the agreement of Greenwich as aforesaid, the Owner shall accompany the

detailed design drawings with a statement demonstrating the Reasonable Endeavours used to try and secure the agreement of Greenwich, including dates and timescales applicable to such Reasonable Endeavours;

- (c) the Owner shall effect any reasonable changes to the detailed design drawings as may be notified in writing by the Council (in consultation with TfL) to the Owner, including (but not being limited to) changes which the Council (in consultation with TfL) consider should be made as a result of the of the modelling and/or safety audit in respect of the proposals, such changes to be effected expeditiously and within a timescale to be agreed between the Owner and the Council (in consultation with TfL) a final detailed design shall be submitted to the Council for approval in consultation with TfL and where such design involves works to any Greenwich Highway, the Developer shall at the same time provide confirmation of agreement with Greenwich in respect of the carrying out of such part of the works as shall affect any Greenwich Highway PROVIDED THAT the Owner cannot be required to make any such changes to the design where these include any Greenwich Highway if (a) the original design did not so incorporate any Greenwich Highway or (b) the agreement of Greenwich to the changes cannot be obtained within a reasonable timescale in accordance with paragraph 8.10(b) and for the purposes of this paragraph the further proviso to paragraph 8.10 (b) shall apply mutatis mutandis;
- (d) the Owner and the Council shall use Reasonable Endeavours to agree with the Council whether the Council or the Owner shall carry out the Evelyn Street/New King Street Highway Works and if the Owner and the Council have not reached agreement on which Party shall carry out the Evelyn Street/New King Street Highway Works within 12 months of the date of the Highway Works Notice then the matter shall be decided by the Council in its absolute discretion and clause 20 (Determination of Disputes) shall not apply; and
- (e) for the avoidance of doubt the Owner shall be responsible for the costs incurred in the preparation of the detailed design drawings, seeking approvals and safety audits and modelling of the Evelyn Street/New King Street Highway Works pursuant to this paragraph 8.10.

8.11 If the Council is to carry out the Evelyn Street/New King Street Highway Works, then:

- (a) the Owner shall pay the Evelyn Street/New King Street Highway Works Contribution to the Council not later than the date 20 Business Days following the end of the later of issue of approval by the Council to the detailed design of the Evelyn Street/New King Street Highway Works and the period specified in paragraph 8.10(d); and
- (b) the Owner shall if reasonably required by the Council in its capacity as highway authority enter into such Highway Agreement containing such terms as may be appropriate in connection with the Evelyn Street/New King Street Highway Works (including for the avoidance of doubt any agreement with Greenwich in respect of any works which affect any

highway for which Greenwich is the highway authority PROVIDED THAT if such Highway Agreement has not been entered into within 6 months of the end of the period specified in paragraph 8.10(d) then paragraph 8.12 shall apply as if the Council had determined pursuant to paragraph 8.10(d) that the Developer should carry out the Specified Highway Works.

8.12 If the Owner is to carry out the Evelyn Street/New King Street Highway Works the Owner shall not occupy more than 750 Dwellings (or such greater threshold as may be agreed in the relevant Highways Agreement) until it has:

- (a) entered into a Highway Agreement in respect of the carrying out of the Evelyn Street/New King Street Highway Works; and
- (b) carried out and Completed the Evelyn Street/New King Street Highway Works.

Evelyn Street/Prince Street Highway Works

8.13 It is hereby agreed that:

- (a) As soon as reasonably practicable and in any event within 10 Business Days of the date 30 months after the date of the Highway Works Notice the Owner shall submit to the Council and TfL details of the proposed Baseline Considerations for the Evelyn Street/Prince Street Highways Works for approval by the Council in consultation with TfL;
- (b) within 42 months of the date of the Highway Works Notice the Owner shall design the Evelyn Street/Prince Street Highway Works and submit to the Council for approval (in consultation with TfL) detailed design drawings of the Evelyn Street/Prince Street Highway Works, accompanying such detailed design drawings with the modelling used and the safety audits carried out;
- (c) the Owner shall effect any reasonable changes to the detailed design drawings as may be notified in writing by the Council (in consultation with TfL) to the Owner, including (but not being limited to) changes which the Council (in consultation with TfL) consider should be made as a result of the of the modelling and/or safety audit in respect of the proposals, such changes to be effected expeditiously and within a timescale to be agreed between the Owner and the Council (in consultation with TfL) a final detailed design shall be submitted to the Council for approval in consultation with TfL;
- (d) the Council and the Owner shall use Reasonable Endeavours to agree with the Council whether the Council or the Owner shall carry out the Evelyn Street/Prince Street Highway Works and if the Owner and the Council have not reached agreement on which Party shall carry out the Evelyn Street/Prince Street Highway Works within 42 months of the date of the Highway Works Notice then the matter shall be decided by the Council in its absolute discretion and clause 20 (Determination of Disputes) shall not apply; and
- (e) for the avoidance of doubt the Owner shall be responsible for the costs incurred in the preparation of the detailed design drawings, seeking

approvals and safety audits and modelling of the Evelyn Street/Prince Street Highway Works pursuant to this paragraph 8.13.

8.14 If the Council is to carry out the Evelyn Street/Prince Street Highway Works, then:

- (a) the Owner shall pay the Evelyn Street/Prince Street Highway Works Contribution to the Council not later than the date 20 Business Days following the later of issue of approval by the Council to the detailed design of the Evelyn Street/Prince Street Highway Works and the end of the period specified in paragraph 8.13(d); and
- (b) the Owner shall if reasonably required by the Council in its capacity as Highway Authority enter into such Highway Agreement containing such terms as may be appropriate in connection with the Evelyn Street/Prince Street Highway Works PROVIDED THAT if such Highway Agreement has not been entered into within 6 months of the end of the period specified in paragraph 8.13(d) then paragraph 8.15 shall apply as if the Council had determined pursuant to paragraph 8.13(d) that the Developer should carry out the Evelyn Street/Prince Street Highway Works.

8.15 If the Owner is to carry out the Evelyn Street/Prince Street Highway Works the Owner shall not occupy more than 2,050 Dwellings (or such greater threshold as may be agreed in the relevant Highways Agreement) until it has:

- (a) entered into a Highway Agreement in respect of the carrying out of the Evelyn Street/Prince Street Highway Works; and
- (b) carried out and Completed the Evelyn Street/Prince Street Highway Works.

8.16 Nothing in this Deed shall require the Owner to carry out any works on land which is outside of the Site and is:

- (a) not highway land within the Borough maintainable at the public expense;
- (b) Greenwich Highway land but only where Greenwich has not agreed to the works as provided for in paragraphs 8.10(b) and/or (c) (as appropriate); and/or
- (c) is otherwise not sufficiently within the Council's, the Owner's and/or TfL's control in order to permit and/or otherwise enable such works to be undertaken.

9 Car Driver Trip Generation Review Plan

9.1 The Owner shall:

- (a) no later than First Occupation of any Dwelling submit the Car Driver Trip Generation Review Plan to the Council for approval; and
- (b) not Occupy more than 750 units until the Council has approved the Car Driver Trip Generation Review Plan.

9.2 The Car Driver Trip Generation Review Plan shall include the following:

- (a) the methodology for monitoring traffic generated by the Development, including on-street parking within the Development. The methodology will

be developed in consultation with the Council and will include details of proposed survey days and time periods;

- (b) the surveys will be timed to coincide with those proposed for the Travel Plan and the Parking and Servicing Management Plan and are provisionally set as being the Completion of Phase 1, 50% Completion of Phase 2, Completion of Phase 2, 50% Completion of Phase 3 and Completion of the Development;
- (c) the anticipated number of vehicle trips at the survey points, provisionally set as being the Completion of Phase 1, 50% Completion of Phase 2, Completion of Phase 2, 50% Completion of Phase 3 and Completion of the Development. The vehicle trips will be based upon those in the April 2013 Transport Assessment, acknowledging that car driver mode shares may be higher at First Occupation than at Completion; and
- (d) details of the measures to be introduced in addition to those as part of the ongoing processes within the Travel Plans and Parking and Servicing Management Plan in order to further reduce car driver trip generation (if required) to achieve no greater impact on highway capacity attributable to the development than identified in the April 2013 Transport Assessment, such measures may include but are not limited to:
 - (i) a review of on-site car parking provision in un-built phases of the Development and any other measures to be funded by the Owner or otherwise implemented at the Owner's sole cost in order to reduce car driver trip generation and mitigate the impacts of the traffic generated by the Development on the local highway network PROVIDED ALWAYS THAT such measures are reasonably likely to result in a material reduction in car trips;
 - (ii) changes to parking controls, charging and allocations in the car parking spaces serving the Site;
 - (iii) implementing changes to the CPZ outside the Site PROVIDED THAT if and to the extent any part of the CPZ Contribution remains unspent or has not been committed to be spent, in each case, at the time any such measures might fall to be implemented, such measures are identified as being required shall be funded or (as the case may be) part funded from the CPZ Contribution and PROVIDED FURTHER THAT the Owner is to meet any shortfall in the funding of any such measures subject to the Owner not being required to expend more than £50,000 in aggregate in respect of the same, any such shortfall to be paid by the Owner to the Council within 20 Business Days of written demand from the Council, such demand to be accompanied by the Council's calculation of the amount of the shortfall.

9.3 Unless the Council shall otherwise agree in writing, then within 2 months of the conclusion of each of the survey periods set out provisionally at 9.2 (b), the Owner shall:

- (a) submit to the Council for its approval a report analysing the effectiveness of the measures implemented and such report shall include the Owner's proposals in respect of the implementation of further measures based on the outcome of the said report; and
- (b) revise the Car Driver Trip Generation Review Plan accordingly.

ANNEX 1

Terms of the lease to be granted to TfL in connection with the running of bus services through the Site

- Landlord: the Owner.
- Tenant: London Bus Services Ltd ("LBSL"), the Tenant to have the right to assign the lease to a parent company or other subsidiary of TfL or any statutory successor with consent (not to be unreasonably withheld or delayed), but all other alienation shall be prohibited.
- Type of agreement: lease.
- Term: not less than 99 years commencing on the date of grant.
- Rent: peppercorn.
- Premises: bus flag pole (to be shown on a plan).
- Management Company: if the Landlord shall appoint a management company to manage the Development, the management company shall be authorised to comply with the Landlord's obligations under the terms of the lease.
- Rights granted:
 - (a) the rights to run bus services whether or not directly run by the Tenant or by operators under contract to the Tenant over the route shown shaded red (the route to include the Spine Road, use of the Eastern Site Entrance, the Western Site Entrance (whether such entrances are temporary or permanent) and any relevant highways enhancements until such time as and in the event that they become adopted) on a plan to be attached (or such other reasonable route specified by the Landlord from time to time) at all times without charge such rights to include the access rights of vehicles for the maintenance and inspection of bus infrastructure (whether or not directly run by the Tenant or others).
 - (b) the right to locate and keep such bus infrastructure (as may be agreed) (bus stops, shelters, information panels) in the locations indicated on the Plan and to renew and repair them from time to time.
 - (c) the right for passengers wishing to use bus services to pass and repass over the Landlord's land in order to access and use bus infrastructure and bus services.
 - (d) right to connect to services: the Tenant shall have the right to connect bus infrastructure to services provided at the estate the Tenant paying all such connection and use costs.
 - (e) right to determine services: the Tenant shall be under no obligation to provide bus services to the estate other than in accordance with the terms of this Deed.

- Landlord's Obligations:
 - (a) the Landlord shall maintain the route shaded red on the plan in a safe and proper condition for the running of bus services. Provisions for the Landlord's failure to repair will be required.
 - (b) Road Closures: where the Landlord needs to close the road for the purposes of repair and maintenance prior written notice to the Tenant must be given. The clause will incorporate appropriate notice periods. Where the Landlord wishes to close the road to assert its proprietary interest it must agree such closure 35 Business Days in advance with the Tenant, such closures to occur in accordance with the Landlord's rights and obligations pursuant to this Deed PROVIDED THAT in the event that such closure is effected on Christmas Day in each year then no such closure notice shall be required to be given other than on the first such closure.
 - (c) Traffic Movement and management: the Landlord to use Reasonable Endeavours to ensure that the route is kept unobstructed to enable free movement of buses along the route and to and from the public highway. The Landlord shall at all times provide a named Traffic Management contact with authority to deal with removal of illegally parked vehicles. The Landlord shall consult with the Tenant on any traffic management plans that impact bus services and such plans shall have regard to the safe and effective operation of bus services.
- Security: if the bus route is gated or otherwise secured the Landlord will provide the Tenant with keys or other means of access at no cost to the Tenant to include any alterations to buses or other Tenant vehicles with rights to access the site.
- Realignment of Route: the Landlord shall be entitled to realign the route upon prior written notice, such realignment must always enter and leave the estate at the same points and lead to the public highway and will not be materially less convenient or increase operational costs to the Tenant unless otherwise agreed with the Tenant.
- Cessation of bus service: the Tenant shall notify the Landlord in writing in the event that daily scheduled bus services cease running through the Site permanently no later than 1 month prior to such permanent cessation occurs.
- Breaks: the Tenant shall have the right to break the lease upon not less than 12 months' notice on the basis that all rents demanded prior to the break date are paid and vacant possession is given to the landlord. The Landlord shall have the right to break in the event that the Tenant shall cease providing a daily scheduled bus service through the Site for a period of 1 year, unless TfL has provided evidence within that period that a contract of at least 3 years in length that shall commence within 12 months of cessation of the bus services is in place for the operation of a scheduled bus service. The Owner shall also have a right to break if the operation of a scheduled bus service does not recommence in accordance with and pursuant to such contract.
- Maintenance: the Tenant shall be under no obligation to contribute in any way to the maintenance to the route. The Tenant will assume responsibility for repairs, maintenance and insurance of bus infrastructure.

- Excepting and reserving rights for services reasonably required for the Development.
- Premises to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- Tenant to obtain and keep in force any Necessary Consents to maintain the bus infrastructure.
- Such reasonable terms as may be agreed relating to the return of the demised premises to the Landlord upon expiry of the lease.
- Such reasonable terms required by the Landlord to be consistent with its estate management strategy for the Development and management of the estate.
- Such other reasonable terms as may be agreed between the parties to the lease.

ANNEX 2

Part 1: Riverbus Pier Specification

The Riverbus Pier Specification shall be comprised of and limited to the following aspects of the Pier Design Guidelines:

- Pontoon length of not less than 30 metres.
- Pontoon width of not less than 6 metres.
- Operational Deck Height (Freeboard) of 1.3 metres.
- Absolute minimum width of pedestrian access ramp (Canting Brow) of 1.6 metres.
- Maximum Canting Brow gradient of 1 in 12 at low tide.
- Berthing face of pier to be provided with fendering.
- Pier surfaces to be slip resistant and sufficiently cambered to allow water to drain.
- Balustrades and railings to be provided to the edges of the pontoon and Canting Brow and designed to facilitate access to standard Clipper vessel.
- Minimum water depth of 1.5 metres at low tide.
- Passenger shelter of not less than 5 metres by 3 metres.
- Lighting to LED low energy.
- CCTV coverage of passenger areas and vessel boarding area.
- Provision of electricity, mains water and telecommunications services.

Part 2: Riverbus Pier Lease Terms

- 1 The rent payable under the Riverbus Pier Lease is to be either such sum as represents a proportion of the rent payable under the lease of the Riverbus Pier and other land from the Crown Estate to the Owner ("the Head Lease") applicable to the Riverbus Pier premises or as is otherwise required to be paid pursuant to the terms of the Head Lease.
- 2 Service and estate charge provisions: building service charge to include insurance and costs of services of the Riverbus Pier and the jetty to which the Riverbus Pier is connected. Estate charge to cover estate services.
- 3 Term of 10 years with an option to renew subject to the following:
 - The granting of the option to renew must be permitted by the superior landlord at the point of grant of the original lease and the terms of the renewal to be subject to superior landlord approval.
 - Conditions for renewal must be that the Riverbus service is continuing to run and that a contract is in place with an operator for that to continue into the new term.
 - The option will be for a single extension (i.e. may only be exercised once) - the form of the renewal lease must therefore exclude the option clause(s)/definition(s) etc.
 - The option is to be exercised on not more than 12, and not less than 6 months' prior written notice.
 - The rent payable under the renewal lease should be the higher of passing rent under the original lease and market rent.
- 4 Reinstatement obligations in the renewal lease must cover all alterations etc undertaken in the original lease term.
- 5 Alienation: assignment of whole to a subsidiary of TfL or any statutory successor permitted with consent (not to be unreasonably withheld or delayed). All other alienation prohibited.
- 6 Five yearly rent reviews (or, if different, in line with reviews required by the Head Lease).
- 7 User: operation of riverbus services.
- 8 Demise: The Riverbus Pier.
- 9 Rights: such rights as are necessary over the Development to enable staff and passengers of the Riverbus Service and other authorised/permitted users of the demised premises to access the demised premises.
- 10 Break : either the Landlord or the Tenant may break the lease in the event that a regular scheduled Riverbus Service ceases to operate from the Riverbus Pier for a period of 1 year, unless TfL has provided evidence to the satisfaction of the Head Tenant (acting reasonably) 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.

- 11 Suspension or Cessation of Riverbus Service: if the Riverbus Service ceases to run as contemplated by paragraph 3.14 of this Third Schedule the Landlord shall be entitled to substitute a replacement service (including the provision of a service by the Landlord) on not less advantageous terms as applicable to the Riverbus Service.
- 12 Excepting and reserving rights for services reasonably required for the Development to include a right of berthing PROVIDED THAT this does not interfere with the Riverbus Service and subject to the person exercising such rights paying the Tenant's reasonable berthing fee and subject always to such reasonable regulations as the Tenant may impose from time to time.
- 13 Premises to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- 14 Landlord to be responsible for repair and maintenance of the relevant parts of the jetty to enable convenient access and egress (including disabled access) to the demised premises for staff and passengers of the Riverbus Services and any other services that the tenant shall operate from the Riverbus Pier (subject to consent from the Landlord and consent not to be unreasonably withheld or delayed).
- 15 Tenant to be responsible for repair and maintenance of the demised premises.
- 16 Landlord to obtain and keep in force any Necessary Consents to erect and retain the demised premises.
- 17 Tenant to obtain and keep in force any Necessary Consents to operate riverbus services and any other services from the demised premises.
- 18 Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- 19 Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate.
- 20 Such other reasonable terms as may be agreed between the parties to the lease.

ANNEX 3
Highway Works

Item No.	Description of works	Priority
1	<p>Enhancements to Deptford High Street north of Deptford Station</p> <p>Contribution towards LBL streetscape scheme to include footway enhancements, additional street trees, traffic calming features and localised changes to traffic management to Deptford High Street between Evelyn Street and Deptford Station.</p>	High
2	<p>Enhancements to Prince Street east of Eastern Site Entrance</p> <p>Environmental improvements to include footway enhancements, additional street trees, traffic calming features and localised changes to traffic management as required in the section of Prince Street between New King Street and Watergate Street.</p>	Medium
3	<p>Enhancements to Prince Street west of Eastern Site Entrance</p> <p>Environmental improvements to include footway enhancements, additional street trees, traffic calming features and localised changes to traffic management as required in the section of Prince Street between New King Street and Evelyn Street.</p>	Medium
4	<p>Enhancements to Grove Street west of Western Site Entrance</p> <p>Footway enhancements, additional street trees, traffic calming features and localised changes to traffic management in the section of Grove Street west of the Western Site Entrance and east of Oxestalls Road.</p>	Medium
5	<p>Enhancements to Grove Street east of Western Site Entrance</p> <p>Footway enhancements, additional street trees, traffic calming features and localised changes to traffic management in the section of Grove Street east of the Western Site Entrance and Evelyn Street.</p>	Medium
6	<p>Enhancements to Evelyn Street/Grove Street junction</p> <p>Modifications to the north-eastern kerbline to facilitate access</p>	Low

	to/from the Wharf taking into account any committed and/or implemented highway works (and/or works in the course of implementation) to the surrounding highway network .	
7	<p>Enhancements to Evelyn Street/Oxestalls Road junction</p> <p>The provision of a second approach lane on Oxestalls Road taking into account any committed and/or implemented highway works (and/or works in the course of implementation) to the surrounding highway network.</p>	Low
8	<p>Enhancements to Deptford Church Street/Deptford Broadway Junction</p> <p>Contribution towards TfL-led scheme to improve facilities for pedestrians and cyclists and reduce delays for buses and general traffic.</p>	Low
9	<p>Works to other public highways in the vicinity of the Site</p> <p>Such other modifications and environmental enhancements to other public highways maintained by the Council or TfL as may be required to mitigate the impacts of the Development as may be notified by the Council to TfL and the Owner.</p>	Low

FOURTH SCHEDULE

Community and Education

1 Primary and Secondary Education

2FE Primary School/3FE Primary School

- 1.1 Unless an alternative location for the School Site is agreed by the Council prior to submission by the Owner of the first Reserved Matters Application relating to the Plot containing the School Site and subject to the provisions of this paragraph 1, the Owner shall provide the Primary School on the School Site.
- 1.2 Not later than 7 months following the date of the Owner's notice pursuant to clause 5.1(b), the Council shall provide the Primary School Specification to the Owner for agreement PROVIDED THAT if the Primary School Specification has not been agreed within 40 Business Days of receipt by the Owner, then the Primary School Specification shall be referred to the Specialist for determination pursuant to clause 20.
- 1.2A If Commencement of Phase 2 has not occurred within 2 years of agreement or determination of the Primary School Specification the Council may submit a revised Primary School Specification to the Owner for agreement and paragraph 1.2 shall thereupon apply mutatis mutandis to the agreement or determination of such revised Primary School Specification PROVIDED THAT any such revised Primary School Specification shall not affect the external design of the Primary School and shall be restricted to internal changes to reflect any change in the education vision and type/specialism of the Primary School or any changes in the applicable standards for school premises since the Primary School Specification was agreed or determined pursuant to paragraph 1.2 PROVIDED FURTHER THAT for the avoidance of doubt nothing in this paragraph 1.2A shall require the Owner to agree any changes to the Primary School Specification (or enable changes to be determined) which would require the Owner to spend more than £6,900,786 on the construction and fit out of the Primary School.
- 1.2B Where changes are agreed or determined in respect of the Primary School Specification as provided for in paragraph 1.2A, references in this Agreement to the Primary School Specification shall be taken to be references to the Primary School Specification as revised pursuant to paragraph 1.2A PROVIDED THAT if as at the date those changes are agreed or determined the process from paragraph 1.3 onwards has begun, the Owner shall not be required to begin that process again but the Owner shall as soon as practicable make any necessary changes to the design and other documentation relating to the Primary School so as to reflect the changes (as agreed or determined) to the Primary School Specification.
- 1.3 Not later than 60 Business Days following agreement or determination of the Primary School Specification, the Owner shall submit the Outline Feasibility Study for the Primary School to the Council for agreement PROVIDED THAT if the Outline Feasibility Study has not been agreed within 40 Business Days of receipt by the Council, then the Outline Feasibility Study shall be referred to the Specialist for determination pursuant to clause 20.

- 1.4 Not later than 40 Business Days following agreement or (as the case may be) determination of the Outline Feasibility Study, the Council shall serve notice on the Owner confirming whether the Owner is to provide the Primary School and if so, whether the Owner is to provide the 2 FE Primary School or the 3FE Primary School PROVIDED THAT if the Council shall serve notice on the Owner stating that the 3FE Primary School is to be provided, then the Council shall also accompany such notice with reasonable documentary evidence confirming the availability of funding in respect of the 3FE Primary School Indicative Contribution (such evidence to be provided subject to and without prejudice to the Council's ability to dispute the 3FE Primary School Estimated Costs as provided for in paragraph 1.7) PROVIDED ALSO THAT if the Council does not serve any such notice or serves a notice stating that the Primary School is not required to be provided, then the Owner shall pay to the Council the Primary School Sum in accordance with paragraph 1.20.
- 1.5 Forthwith upon receipt of the Council's notice pursuant to paragraph 1.4, the Owner shall proceed with all due diligence and expedition to prepare the Primary School Concept Design and in preparing such Primary School Concept Design, the Owner shall liaise fully with the Council such liaison to encompass (without prejudice to the generality):
- (a) provision to the Council of all material information on progress with the Primary School Concept Design including providing to the Council copies of all relevant drawings in respect of the School Concept Design and all other material relevant to the said design;
 - (b) attending regular meetings with the Council to discuss the Primary School Concept Design and progress with the same the first of such meetings to be held within 2 months of the date of the Council's notice pursuant to paragraph 1.4 with further meetings taking place at least once every 2 months or at such other frequency as the Council and the Owner may agree;
 - (c) having regard to the Council's reasonable comments on the Primary School Concept Design and incorporating such comments as may be agreed between the Owner and the Council (where appropriate) other relevant material referred to in sub-paragraph (a) when preparing the Primary School Concept Design; and
 - (d) incorporating the reasonable requirements of the Education Provider's insurers in the Primary School Concept Design to the extent that these have been communicated to the Owner no later than the date of the Council's notice pursuant to paragraph 1.4 (the Council having used All Reasonable Endeavours to establish and notify the Owner in writing of the Education Provider's insurers' requirements at the earliest opportunity) PROVIDED THAT the Council shall use All Reasonable Endeavours to work with the Owner to minimise the cost impact of the insurers' requirements
- 1.6 Not later than the date 4 months following receipt of the Council's notice pursuant to paragraph 1.4, the Owner shall submit the Primary School Concept Design to the Council for agreement and shall accompany such design with:
- (a) (where the Council's notice pursuant to paragraph 1.4 states that the 3 FE Primary School is to be provided) the 3 FE Primary School Estimated Costs; and

- (b) the programme for the detailed design and construction of the Primary School setting out key dates and milestones which accord with the Owner's obligations under this agreement in relation to the timescale for the provision of the Primary School.
- 1.7 Within 40 Business Days of receipt from the Owner of the Primary School Concept Design and (where applicable) the 3FE Primary School Estimated Costs pursuant to paragraph 1.6, the Council shall serve notice on the Owner stating whether the Primary School Concept Design is agreed and (where applicable) the 3FE Primary School Estimated Costs are agreed and if the Council's notice shall state that the Primary School Concept Design and/or (where applicable) the 3FE Primary School Estimated Costs is/are not agreed, then the Owner and the Council shall use All Reasonable Endeavours to resolve any outstanding matters but if the Primary School Concept Design and/or (where applicable) the 3FE Primary School Estimated Costs is/are not agreed within 20 Business Days of receipt by the Owner of the Council's notice pursuant to this paragraph 1.7, then the Primary School Concept Design and (where applicable) the 3FE Primary School Estimated Costs shall be referred to a Specialist to be determined pursuant to clause 20.
- 1.8 Upon agreement or determination of the Primary School Concept Design and/or (where applicable) the 3FE Primary School Estimated Costs the Owner shall proceed with all due diligence and expedition to prepare the Primary School Details and the provisions of paragraph 1.5 shall apply mutatis mutandis to the preparation of the Primary School Details and the Owner shall further liaise generally with the Council in connection with the programme for the preparation of the detailed design for the Primary School and the construction and completion of the Primary School and (where applicable) in respect of the timing of payments due from the Council in respect of the 3FE Primary School Contribution PROVIDED THAT unless otherwise agreed the timing of such payments shall reflect the payment arrangements provided for in paragraph 1.13.
- 1.9 Unless otherwise agreed with the Council, not later than 6 months following the date of agreement or determination of the Primary School Concept Design and/or (where applicable) the 3FE Primary School Estimated Costs (whichever is the later), the Owner shall submit the Primary School Details to the Council for final agreement.
- 1.10 Within 40 Business Days of receipt of the Primary School Details from the Owner, the Council shall serve notice on the Owner stating whether or not the Primary School Details are agreed PROVIDED THAT the Council's ability to challenge the Primary School Details shall be limited to claiming that the inclusion of any item within the Primary School Details is materially different to any item contained within the agreed Primary School Concept Design.
- 1.11 If the Council shall serve notice on the Owner pursuant to paragraph 1.10 stating that the Primary School Details are not agreed then the Owner and the Council shall use All Reasonable Endeavours to resolve any outstanding matters but if the Primary School Details are not agreed within 20 Business Days of receipt by the Owner of the Council's notice pursuant to paragraph 1.10 then the Primary School Details shall be referred to a Specialist for determination pursuant to clause 20.
- 1.12 Following agreement or determination of the Primary School Details, the Owner shall as soon as reasonably practicable submit a Reserved Matters Application

encompassing the Primary School and following the grant of Reserved Matters Approval the Owner shall proceed with all due diligence (including tendering for a works package and appointing a contractor as applicable) to construct and complete the Primary School in accordance with the Primary School Details or (where applicable) the Updated Primary School Details as provided for in paragraph 1.19 as agreed with the Council or (as the case may be) as determined by the Specialist and the Owner shall not Occupy more than 2,300 Dwellings (or such number of Dwellings as may be agreed between the Council and the Owner) unless and until it has:

- (a) constructed and Completed the Primary School in accordance with the Primary School Details as agreed by the Council (or (as the case may be) determined by the Specialist); and
- (b) granted the School Lease to the Education Provider.

- 1.13 Where pursuant to paragraph 1.4, the Owner is required to provide the 3FE Primary School, then subject always to the provisos to this paragraph 1.13 and to paragraph 1.14, the Council shall pay the 3FE Primary School Estimated Contribution to the Owner in instalments as from the date of commencement of construction of the Primary School, such payments to be made within 20 Business Days of written demand therefor, but (unless otherwise agreed by the Council) such instalments shall not be required to be paid until the actual costs of constructing the 3FE Primary School included in the instalment in question have been incurred by the Owner PROVIDED THAT the Council shall not be required to make payments more frequently than once per month and PROVIDED ALWAYS THAT the Owner shall not submit any demand pursuant to this paragraph 1.13 if the sum demanded when added to previous demands would result in the total sum demanded exceeding the amount of the 3FE Primary School Estimated Contribution plus 15%.
- 1.14 All demands for payment made by the Owner pursuant to paragraph 1.13 shall be accompanied by an invoice together with a written statement containing details of the payment required and setting out the up to date position on costs incurred on the construction of the 3 FE Primary School and costs expected to be incurred on the same to Completion (including a detailed breakdown of all costings and copies of relevant documentary evidence of the same).
- 1.15 Not later than 6 months following the date of Occupation of the 3FE Primary School the Owner shall submit to the Council full details of the total 3FE Primary School Actual Costs as incurred by the Owner (including copies of all documentary evidence in support of the same), such details to incorporate details of the amounts paid by the Council towards the costs of the construction of the 3FE Primary School.
- 1.16 If the 3FE Primary School Actual Contribution is less than the aggregate of the sums paid to the Owner pursuant to paragraph 1.13, then the Council shall be entitled to serve notice on the Owner stating that it considers that the sums paid by the Council to the Owner exceed the Council's liability in respect of the provision of the 3FE Primary School in which event the Owner and the Council shall use All Reasonable Endeavours to agree what (if any) sum is due to be paid back to the Council and in the event of any dispute over such sum the Owner and the Council shall use All Reasonable Endeavours to resolve such dispute and if such dispute (if any) is not resolved within 30 Business Days of receipt by the Owner of the

Council's notice pursuant to this paragraph 1.16 above then the 3FE Primary School Actual Contribution shall be referred to a Specialist to be determined pursuant to clause 20.

- 1.17 If the 3FE Primary School Actual Contribution is more than the aggregate of the instalments of the sums actually paid by the Council to the Owner pursuant to paragraph 1.13, then the Owner shall be entitled to serve notice on the Council stating that it considers the additional amount is required to be paid by the Council PROVIDED ALWAYS THAT for the avoidance of doubt the total liability for the Council in respect of provision of the 3FE Primary School Actual Contribution shall not exceed the 3FE Primary School Estimated Contribution by more than 15% and the Owner and the Council shall use All Reasonable Endeavours to agree what (if any) sum is due to be paid to the Owner and in the event of any dispute over such sum the Owner and the Council shall use All Reasonable Endeavours to resolve such dispute and if such dispute (if any) is not resolved within 30 Business Days of receipt by the Owner of the Council's notice pursuant to this paragraph 1.17 then the 3FE Primary School Actual Contribution shall be referred to a Specialist for determination pursuant to clause 20.
- 1.18 Any sum due to the Council pursuant to paragraph 1.16 or the Owner pursuant to paragraph 1.17 shall be paid by the Owner to the Council or (as the case may be) the Council to the Owner within 20 Business Days of the date upon which it is agreed or determined that such sum is due.
- 1.19 If works to construct the Primary School have not Commenced within a period of 6 years from the date upon which the Primary School Details are agreed or (as the case may be) determined by the Specialist the Council may serve notice on the Owner requiring the Primary School Details to be revised and updated ("Updated Primary School Details") to reflect changes in requirements in respect of primary schools since the Primary School Details were agreed or determined, whereupon the process set out in paragraphs 1.8 to 1.12 shall apply mutatis mutandis as if references therein to the Primary School Details were references to the Updated Primary School Details and reference to the date of agreement or determination of the Primary School Concept Design was a reference to the date of the Council's notice pursuant to this paragraph 1.19 PROVIDED THAT the requirements of paragraph 1.12 shall apply so that if the Updated Primary School Details require any further planning approval, reference to a Reserved Matters Application was a reference to the appropriate form of approval required.

Primary School Sum

- 1.20 In the event:
- (a) of a Valid Challenge within the PCR Challenge Period the Council shall within 5 Business Days of receipt of a Valid Challenge notify the Owner:
 - (b) that the Council's notice served on the Owner pursuant to paragraph 1.4 states that the Primary School is not required to be provided; or
 - (c) the Council fails to serve any notice on the Owner pursuant to paragraph 1.4 by the end of the period of 40 Business Days prescribed in paragraph 1.4,

then from the date of the Council's notice as referred to in sub-paragraph 1.20(a) or 1.20(b), or (as the case may be) from the end of the period referred to in sub-paragraph (c):

- (i) the remaining provisions of this paragraph 1 shall cease to apply;
- (ii) the Owner may use the School Site for such other purposes as may be agreed by the Council (subject to obtaining any Necessary Consents);
- (iii) not later than the date of Occupation of 1,750 Dwellings the Owner shall pay the Primary School Sum to the Council; and
- (iv) the Owner shall not Occupy more than 1,750 Dwellings until it has paid the Primary School Sum to the Council.

- 1.21 The Owner shall be entitled to deduct such sum as may have been reasonably and properly incurred in the fulfilment of its obligations in this paragraph 1 from the date of this Deed until service by the Council of the notice as referred to in sub-paragraph 1.20(a) or 1.20(b) PROVIDED THAT any such deduction shall be claimed by the Owner by notice served on the Council within 20 Business Days of service of the Council's notice as referred to in sub-paragraph 1.20(a) or 1.20(b) and if the amount of such deduction is not agreed within 20 Business Days thereafter, then the matter shall be referred to the Specialist for determination pursuant to clause 20.

School Lease

- 1.22 The Parties acknowledge that as at the date of this Deed the form of the School Lease has not been finalised (the heads of terms for such School Lease being contained in Annex 1 to this Fourth Schedule).
- 1.23 The Owner shall be responsible for preparing the draft School Lease and shall provide such draft School Lease to the Education Provider at least 6 months prior to the anticipated date of Completion of the Primary School (such anticipated date to be confirmed through the Owner's obligation in paragraphs 1.6 and 1.8 to advise the Council of the programme for construction of the School) PROVIDED THAT not later than the said date 7 months prior to the anticipated date of Completion of the Primary School the Council shall notify the Owner as to the party who is to take the School Lease.
- 1.24 The Owner will further properly deduce its title to the School Site to the Education Provider's reasonable satisfaction contemporaneously with providing the draft School Lease to the Education Provider as provided for in paragraph 1.23.
- 1.25 The Owner and the Council shall use All Reasonable Endeavours to ensure (or where the Education Provider who is to take the School Lease is a body other than the Council, the Council shall use All Reasonable Endeavours to procure) that the final form of School Lease is agreed without undue delay PROVIDED THAT if the final form of School Lease has not been agreed by the date 3 months prior to the anticipated date of Completion of the Primary School as aforesaid, then the terms of the School Lease shall be referred to the Specialist for determination pursuant to clause 20.

- 1.26 The Owner shall grant (or shall procure the grant of) and the Council shall accept (or where an Education Provider other than the Council is to take the School Lease the Council will use All Reasonable Endeavours to procure that the Education Provider accepts) the School Lease and the Owner shall at the same time provide the Council or (as the case may be) such other body as shall be the Education Provider with (in addition to the Warranties) any third party consents, certificates or other approvals required to satisfy any subsisting restrictions on the Owner's title (or the title of the party granting the School Lease who derives title from the Owner) to permit the grant and subsequent registration of the School Lease.
- 1.27 The Council shall use Reasonable Endeavours to procure that the School Lease is registered at the Land Registry as soon as reasonably practicable after completion of the School Lease and the Owner shall provide such reasonable assistance with any Land Registry requisitions raised, responding promptly to any request for assistance from the Council or (as the case may be) such other body as shall be the Education Provider.
- 1.28 The Council shall provide (or where an Education Provider other than the Council is to take the School Lease, the Council shall use Reasonable Endeavours to procure) that as soon as reasonably practicable after registration of the School Lease, the Owner is provided with official copies showing the Council or (as the case may be) such other body as may be the Education Provider as registered proprietor.

School costs

- 1.29 For the avoidance of doubt the School Site is to be provided by the Owner in kind and the Owner shall not be entitled to include any land costs as part of any sums to be applied in delivery of the Primary School including for the avoidance of doubt in respect of the 3FE Primary School Actual Contribution.

Secondary and Post-16 Education Contribution

- 1.30 The Owner shall:
- (a) pay the Secondary and Post-16 Education Contribution to the Council prior to Occupation of 1,750 Dwellings; and
 - (b) shall not Occupy more than 1,750 Dwellings unless and until the Secondary and Post-16 Education Contribution has been paid.

2 Healthcare Facility

- 2.1 Subject to the further provisions of this paragraph 2:
- (a) the Owner shall provide the Healthcare Facility within any one of Plots 12, 13 or 16;
 - (b) the Owner shall not submit any Reserved Matters Application in respect of Plot 12, 13 or 16 unless it has served notice on the Council confirming which of the said Plots the Healthcare Facility is to be provided within; and
 - (c) the precise location of the Healthcare Facility within the Plot notified pursuant to paragraph (b) will be agreed with the Council through submission of the first Reserved Matters Application in respect of that Plot.

- 2.2 The Owner shall accompany the first Reserved Matters Application for the Plot within which the Healthcare Facility is to be provided with the Healthcare Facility Marketing Strategy and shall not Commence the Plot in question until the Council has approved the Healthcare Facility Marketing Strategy.
- 2.3 Forthwith upon approval of the Healthcare Facility Marketing Strategy, the Owner shall market the Healthcare Facility in accordance with the approved Healthcare Facility Marketing Strategy and shall use Reasonable Endeavours for a period of not less than 12 months to agree terms with a Healthcare Provider for construction and Fit Out of the Healthcare Facility and for the grant to the Healthcare Provider of the Healthcare Facility Lease.
- 2.4 The Owner shall provide a HFMS Progress Report to the Council every 6 months or at such other intervals as may be agreed with the Council following the implementation of the Healthcare Facility Marketing Strategy.
- 2.5 If the Owner and the Council agree it is necessary, the Owner and the Council shall meet within 1 month of submission to the Council of each HFMS Progress Report to consider progress with the Healthcare Facility Marketing Strategy and to discuss and agree any changes to the Healthcare Facility Marketing Strategy which may be considered necessary or appropriate to make it more effective in relation to the Healthcare Facility PROVIDED THAT any such changes to the Healthcare Facility Marketing Strategy shall be implemented by the Owner within such timescale as may be agreed by the parties when agreeing such changes.
- 2.6 Forthwith upon agreement of terms with a Healthcare Provider for construction of the Healthcare Facility in accordance with the Healthcare Facility Specification and for the grant to the Healthcare Provider of the Healthcare Facility Lease the Owner shall serve notice accordingly on the Council (and shall accompany such notice with copies of all material correspondence demonstrating agreement of the said terms) and shall use Reasonable Endeavours to enter into the Healthcare Facility Lease with the Healthcare Provider.
- 2.7 If the Healthcare Facility Lease is entered into the Owner shall Complete the Healthcare Facility so that:
- (a) if the Healthcare Facility is to be provided in Phase 1, no later than Occupation of 1,200 Dwellings in Phase 1; and
 - (b) if the Healthcare Facility is to be provided in Phase 2, no later than Occupation of 750 Dwellings in Phase 2
- PROVIDED THAT the Owner shall not Occupy more than 2,200 Dwellings until the Healthcare Facility has been Completed and made available for Occupation by the Healthcare Provider in accordance with the Healthcare Facility Lease.
- 2.8 In the event that the Healthcare Facility has not been Completed and made available for Occupation prior to the date of Occupation of 2,200 Dwellings the Owner's obligation to provide the Healthcare Facility shall cease to apply and:
- (a) prior to the date of Occupation of 2,200 Dwellings , the Owner shall pay to the Council the Healthcare Facility Contribution; and
 - (b) the Owner shall not Occupy more than 2,200 Dwellings until it has paid the Healthcare Facility Contribution to the Council.

3 Community Trust Contribution

3.1 The Owner shall pay the Community Trust Contribution to the Council in the following instalments:

- (a) £50,000 prior to Occupation of 725 Dwellings or, if greater, 50% of the Dwellings in Phase 1;
- (b) £100,000 prior to Occupation of 480 Dwellings or, if greater, 50% of the Dwellings in Phase 2; and
- (c) £100,000 prior to Occupation of 595 Dwellings or, if greater, 50% of the Dwellings in Phase 3

PROVIDED THAT the words "or, if greater, 50% of the Dwellings" in each of sub-paragraphs (a), (b) and (c) shall not apply unless and until all of the Reserved Matters Applications in respect of the relevant Phase have been approved and the accompanying reconciliation document required by the relevant Condition has been submitted to the Council.

3.2 The Owner shall not Commence any subsequent Phase nor Occupy more than the prescribed number of Dwellings (as relevant) unless and until the relevant instalment of the Community Trust Contribution has been paid.

4 Community Project

4.1 Subject to the following provisions of this paragraph 4, the Community Project Business Plans shall both require the approval of both the Owner and the Council.

4.2 The Owner and the Council shall review each Community Project Business Plan PROVIDED THAT the same shall have been submitted to the Owner and the Council within 18 months of the Commencement Date or such other timescale agreed between the parties The Owner will confirm the deadline for submission of the Lenox Project Business Plan to The Lenox Project CIC and of the Sayes Court Business Plan to the Sayes Court Garden CIC.

4.3 If the Owner and the Council consider any such Community Project Business Plan to be Financially Sustainable, Robust and Tenable they shall approve the plan and the Council shall serve written notice of the Parties' decision on the submitting entity within 2 months of receipt of the Community Project Business Plan in question.

4.4 In the event that either the Owner or the Council does not consider a Community Project Business Plan to be Financially Sustainable, Robust and Tenable then the Owner or the Council (as the case may be) shall serve notice to that effect on the Council or the Owner (as the case may be) within the period of 2 months referred to in paragraph 4.3 and shall accompany such notice with a written statement setting out full reasons for that decision and if within 1 month of receipt of such notice and reasons, the Owner and the Council have not reached agreement as to whether the Community Project Business Plan in question is Financially Sustainable, Robust and Tenable, then the matter shall be referred to a Specialist for determination pursuant to clause 20.

4.5 For the avoidance of doubt the Lenox Project CIC and the Sayes Court Garden CIC shall be entitled to submit only 1 Community Project Business Plan each and thereafter, any further business plan or any addendum or amendment to a

submitted Community Project Business Plan may only be submitted by the Lenox Project CIC and the Sayes Court Garden CIC at the request of the Owner and/or the Council such request being made within the period of 2 months referred to in paragraph 4.3 and the provisions of paragraphs 4.3 and 4.4 shall apply mutatis mutandis to the approval of any further Community Project Business Plan or (as the case may be) any addendum or amendment to a Community Project Business Plan already submitted.

Community Project Contribution

4.6 The Owner and the Council hereby agree:

(a) the Owner shall pay the Community Project Contribution to the Council in the following instalments:

- (i) £150,000 not later than the date 3 months after the date of this Deed;
- (ii) £50,000 prior to Occupation of 480 Dwellings or, if greater, 50% of the Dwellings in Phase 2; and
- (iii) £50,000 prior to Occupation of 595 Dwellings or, if greater, 50% of the Dwellings in Phase 3

PROVIDED THAT the words "or, if greater, 50% of the Dwellings" in each of sub-paragraphs (a) (ii) and (iii) above shall not apply unless and until all of the Reserved Matters Applications in respect of the relevant Phase have been approved and the accompanying reconciliation document required by the relevant Condition has been submitted to the Council;

(b) the Owner shall not Occupy more than the number of Dwellings as prescribed in sub-paragraphs (a) (ii) and (iii) above until the relevant instalment of the in Community Project Contribution has been paid to the Council;

(c) the Council may, in its sole discretion, determine whether to award any funds from the Community Project Contribution as project development capital to enable the development of a Community Project Business Plan;

(d) the Council may in its sole discretion determine whether to award the Community Project Contribution or any part thereof to be applied to funding a project that is the subject of a Community Project Business Plan that has been approved by both the Owner and the Council (an "Approved Community Project Business Plan") PROVIDED ALWAYS THAT any such Community Project Business Plan is submitted to both the Owner and the Council within 18 months of the Commencement Date;

(e) if no Community Project Business Plan submitted is approved by both the Council and the Owner within 20 months of the Commencement Date or (in case of dispute) the determination by the Specialist, then the Community Project Contribution (or such part of it as shall remain unspent) shall be amalgamated with the Community Trust Contribution and applied to the same purposes as the Community Trust Contribution; and

- (f) any part of the Community Project Contribution that the Council has not awarded to a submitting entity of an Approved Community Project Business Plan may (in the Council's sole discretion) be amalgamated with the Community Trust Contribution and applied by the Council to the same purposes as the Community Trust Contribution.

5 Cultural Strategy

- 5.1 Not fewer than 40 Business Days prior to the date of submission of the first Reserved Matters Application in respect of Phase 1, the Owner shall submit the Initial Cultural Strategy to the Council for its approval and the Owner shall not submit the first Reserved Matters Application in respect of Phase 1 unless either the Initial Cultural Strategy has been approved by the Council or a period of 40 Business Days has elapsed since the date of submission to the Council of the Initial Cultural Strategy.
- 5.2 The Owner shall not Occupy more than 250 Dwellings in Phase 1 until the Council has approved the Initial Cultural Strategy.
- 5.3 The Owner shall not submit any Reserved Matters Application in respect of Phase 2 or Phase 3 until in each case an updated Cultural Strategy (the "Updated Cultural Strategy") has been submitted to the Council detailing how the Initial Cultural Strategy as approved shall be adapted expanded and applied as appropriate in Phase 2 and Phase 3 (as relevant) and the Owner shall not Occupy more than 25% of the Dwellings in the relevant Phase until the Council has approved the Updated Cultural Strategy required to be submitted in respect of that Phase.
- 5.4 For the avoidance of doubt, the Initial Cultural Strategy and/or the Updated Cultural Strategy may include reference to such of the cultural commitments set out in Annex 3 to this Fourth Schedule which may have been, or will be, delivered prior to the approval of the relevant strategy and it is acknowledged that such commitments may be omitted if and to the extent that the Council or the Cultural Steering Group has, following a proposal by the Owner, agreed those commitments have become obsolete or have been superseded or substituted or are not applicable to the relevant Phase and upon submission of the Initial Cultural Strategy and/or the Updated Cultural Strategy the Owner shall identify any such omissions or substitutions and (where agreed by the Cultural Steering Group) written evidence of such agreement.
- 5.5 Before submitting the first Reserved Matters Application in respect of each Phase, the Owner shall consult the Cultural Steering Group and shall have regard to any representations received following such consultation in formulating the Initial Cultural Strategy and each Updated Cultural Strategy to be submitted to the Council for its approval pursuant to paragraphs 5.1 and 5.3 and the Owner shall accompany each such submission to the Council with a brief statement setting out the extent to which any representations made have been incorporated into the relevant submitted strategy and the reasoning for the treatment of such representations.
- 5.6 The Owner shall provide the Cultural Steering Group with a copy of any submitted Initial Cultural Strategy and Updated Cultural Strategy simultaneously upon submission of the same to the Council and shall provide a copy of the approved Initial Cultural Strategy and each approved Updated Cultural Strategy to the Cultural

Steering Group as soon as reasonably practicable after any such strategy is approved by the Council.

- 5.7 The Owner shall implement the approved Initial Cultural Strategy and each approved Updated Cultural Strategy in accordance with the timescales and details set out within each such approved Initial Cultural Strategy and Updated Cultural Strategy.
- 5.8 The Owner shall procure that to the extent applicable each Reserved Matters Application in relation to Phase 1 accords with the requirements of the Initial Cultural Strategy and that each Reserved Matters Application in relation to Phase 2 and Phase 3 accords with the relevant Updated Cultural Strategy and the Owner shall accompany each Reserved Matters Application with a statement setting out how, and if so the extent to which, the requirements of the Initial Cultural Strategy or (as appropriate) the relevant Updated Cultural Strategy have been incorporated or otherwise reflected in the Reserved Matters Application in question.

6 Cultural Steering Group

- 6.1 The Owner shall establish the Cultural Steering Group by no later than 3 months after the date of the Planning Permission.
- 6.2 Membership of the Cultural Steering Group shall comprise:
- (a) 1 representative of the Owner (as may be nominated from time to time);
 - (b) 1 representative of the Council (as may be nominated from time to time);
 - (c) representatives from such other groups, bodies or organisations as shall be considered appropriate to the work of the Cultural Steering Group as may be agreed between the Council and the Owner

PROVIDED ALWAYS THAT the Cultural Steering Group shall have a minimum core group of 6 members (of which 4 shall be cultural representatives), unless otherwise agreed by the Owner and the Council.

- 6.3 The role of the Cultural Steering Group will be to:
- (a) assist in advising on the formulation, development and delivery of the Initial Cultural Strategy and the Updated Cultural Strategies and other cultural commitments of the Development as required; and
 - (b) to monitor and review implementation of the approved Initial Cultural Strategy and approved Updated Cultural Strategies and to consider and advise upon any steps it considers could be taken to make the approved Initial Cultural Strategy and/or (as the case may be) the approved Updated Cultural Strategies more effective in achieving their objectives.
- 6.4 Within 1 month of the date of the Planning Permission (and in order to establish the Cultural Steering Group in accordance with paragraph 6.1):
- (a) the Council shall make nominations for representatives falling within paragraph 6.2(b) and 6.2(c) and shall notify details to the Owner;
 - (b) the Owner shall make nominations for representatives falling within paragraph 6.2(a) and 6.2(c) and shall notify details to the Council.

- 6.5 The Owner shall finalise the list of potential representatives in consultation with the Council and shall invite each potential representative to be members of the Cultural Steering Group. The Owner shall notify the Council of their response PROVIDED THAT if any of them shall decline the invitation the Owner in consultation with the Council shall agree an alternative representative member of the Cultural Steering Group and the process shall be repeated until the requisite number of representatives are appointed to the Cultural Steering Group or the Owner and the Council agree that no further invitations should be made.
- 6.6 The Cultural Steering Group will meet quarterly or at such greater frequency as may be reasonably necessary from time to time.
- 6.7 At its first meeting the Cultural Steering Group shall:
- (a) establish a protocol for deciding who will act as chair of the meetings (including rotation provisions);
 - (b) decide where meetings are to be held;
 - (c) establish a protocol for an agenda and all associated papers to be circulated in advance of each meeting; and
 - (d) establish a protocol for minutes to be taken at each meeting and thereafter circulated to the members.
- 6.8 Each member of the Cultural Steering Group shall seek to ensure that its representative holds the role for such a sufficient length of time so as to ensure consistency and continuity in relation to the matters to be undertaken by the Cultural Steering Group.
- 6.9 The Cultural Steering Group shall at all times act expeditiously and shall have regard to (but for the avoidance of doubt shall not be bound by) the programme for the Development as advised by the Owner pursuant to paragraph 6.10.
- 6.10 The Owner shall upon establishment of the Cultural Steering Group and not later than the first meeting of the Cultural Steering Group inform the Cultural Steering Group of the programme for the Development and shall thereafter keep the Cultural Steering Group informed as to the Development programme and any material changes thereto.

7 The Lenox Project

- 7.1 Within 10 Business Days of completion of this Deed the Owner shall pay the Feasibility Study Contribution to the GLA. For the avoidance of doubt, no indexation shall be applied to the Feasibility Study Contribution.
- 7.2 The Owner and the Lenox Project CIC may each make suggestions of no more than 2 appropriate consultants to carry out the Feasibility Study and provide details to the GLA within 25 Business Days of the date of this Deed.
- 7.3 The GLA shall have regard to any suggestions put to it pursuant to paragraph 7.2 but shall at its sole discretion determine which consultant shall be appointed to carry out the Feasibility Study and shall within 2 months of the date of this Deed commission such consultant to carry out the Feasibility Study. The GLA shall provide the Council, the Owner and the Lenox Project CIC with copies of the instruction given to the consultant as soon as reasonably practicable thereafter.

- 7.4 The consultant shall be commissioned to provide a draft of the Feasibility Study (including the consultant's draft conclusions) within 30 Business Days of his instruction which draft Feasibility Study shall be circulated to the Owner and the Lenox Project CIC any of which may make comments on such draft (including such draft conclusions) within 10 Business Days of receipt of the draft Feasibility Study. Any representations shall be submitted to the GLA, the Owner and the Lenox Project CIC (as relevant) and the consultant.
- 7.5 The GLA shall procure that the Feasibility Study is finalised by the consultant having regard to any comments received pursuant to paragraph 7.4 and circulated to all relevant parties within 10 Business Days of the expiry of the deadline for submission of comments pursuant to paragraph 7.4.
- 7.6 If a Lenox Project Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the relevant Project Business Plan shall be approved), and the Feasibility Study concludes that the Olympia Building is the Feasible Location, the Owner shall for a period of 12 months from the latest of:
- (a) the approval by the Council of the relevant Lenox Project Business Plan;
 - (b) the approval by the Owner of the relevant Lenox Project Business Plan;
 - (c) the date of issue of the Feasibility Study; and
 - (d) if recourse is had to the Dispute Resolution Procedure pursuant to paragraph 4.4, the date of the decision of the Specialist where that decision determines that the relevant Lenox Project Business Plan should be approved

use its Reasonable Endeavours to enter into the Olympia Building Lease.

- 7.7 If a Lenox Project Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the relevant Project Business Plan shall be approved), and the Feasibility Study concludes that the Wharf Site is the Feasible Location, the Owner shall for a period of 12 months from the latest of:
- (a) the approval by the Council of the relevant Lenox Project Business Plan;
 - (b) the approval by the Owner of the relevant Lenox Project Business Plan;
 - (c) the date of issue of the Feasibility Study; and
 - (d) if recourse is had to the Dispute Resolution Procedure pursuant to paragraph 4.4, the date of the decision of the Specialist where that decision determines that the relevant Lenox Project Business Plan should be approved

use its Reasonable Endeavours to enter into the LP Wharf Site Lease.

- 7.8 In the event that construction of the Lenox is completed prior to the end of the original term of the Olympia Building Lease or LP Wharf Site Lease (as applicable) the Lenox Project CIC may not later than 12 months prior to the end of the term of the Olympia Building Lease or LP Wharf Site Lease (as applicable) submit a request in writing to the Owner to agree an appropriate location for a permanent berth for

the Lenox ("an Appropriate Berth Location") such location to be either located within the Site or in the River Thames adjacent to the Site ("a Lenox Berth Location Request") PROVIDED ALWAYS THAT any proposed Appropriate Berth Location shall have regard to and not be inconsistent with the terms of this Deed, the Planning Permission and/or any subsequent planning permission granted in respect of the Site in respect of an application made by or on behalf of the Owner whether resulting from a Reserved Matters Application or otherwise PROVIDED FURTHER THAT subject always to the provisions of paragraph 7.11 references in this Deed to "permanent berth" shall not be construed as giving any entitlement to or interest in such berth beyond the term of an Appropriate Berth Location Lease.

7.9 It is hereby agreed that:

- (a) the Lenox Project CIC shall submit to the Owner together with a Lenox Berth Location Request details of the Appropriate Berth Location and any associated arrangements which they propose;
- (b) following the submission of a Lenox Berth Location Request the Owner shall consider the Lenox Project CIC's proposals and may as part of such consideration propose an alternative Appropriate Berth Location;
- (c) the Owner shall use Reasonable Endeavours to agree an Appropriate Berth Location with the Lenox Project CIC and if the Owner and the Lenox Project CIC have not reached agreement on such Appropriate Berth Location within 1 month of the date of submission of the Lenox Berth Location Request then the matter may be referred by the Owner or the Lenox Project CIC to a specialist for determination and the provisions of clause 20 shall apply to such referral, mutatis mutandis;
- (d) in addition to the matters specified in clause 20, in making their determination in respect of a referral under paragraph 7.9 the specialist shall have regard to the following matters:
 - (i) the terms of this Deed, the Planning Permission, and any subsequent planning permission granted in respect of the Site whether resulting from a Reserved Matters Application or otherwise;
 - (ii) the extent of enabling works required (including any alterations to structures existing at the date of this Deed or erected by the Owner pursuant to any planning permission);
 - (iii) the need for associated statutory and third party consents;
 - (iv) compatibility with Convoys Wharf masterplan;
 - (v) estimated enabling and berth construction costs for the Lenox Project CIC;
 - (vi) estimated time to undertake all necessary enabling and berth construction works;
 - (vii) practicality of sailing the Lenox from, and returning the Lenox to, the berth;

- (viii) future maintenance costs for The Lenox Project CIC and any potential mitigation;
- (ix) potential impacts on archaeology;
- (x) potential impacts on historic/Listed structures;
- (xi) potential environmental/amenity impacts on neighbouring properties/public spaces;
- (xii) impact on the marine environment;
- (xiii) impact on amenity of residential and commercial occupiers;
- (xiv) impact on Convoys Wharf masterplan accessibility and connectivity;
- (xv) impact on Convoys Wharf masterplan open space and public realm;
- (xvi) use of jetties;
- (xvii) impact on financial viability both for the Site as a whole and in respect of the proposed Appropriate Berth Location(s) (including, but not limited to, the effect on capital values and income streams from other sources)

7.10 If the Owner and the Lenox Project CIC have agreed an Appropriate Berth Location in accordance with the terms of this Deed (or a specialist has determined that an Appropriate Berth Location shall be approved) not later than 9 months prior to the end of the term of the Olympia Building Lease or LP Wharf Site Lease (as applicable) then subject to:

- (a) obtaining all necessary consents from superior title holders (including, but not limited to, for any required works for the berth); and
- (b) the Lenox Project CIC obtaining all planning and other consents (regulatory or otherwise) for the berth and berthing of the Lenox and any works as aforesaid

the Owner shall use its Reasonable Endeavours to enter into in a new or supplemental lease in respect of such Appropriate Berth Location agreed or determined as aforesaid for a term equal to the unexpired term of the Olympia Building Lease or LP Wharf Site Lease (as applicable) such that the leases are co-terminus, and so far as practicable upon similar terms (having regard to the differing use and the requirements of superior title holders) ("an Appropriate Berth Location Lease") PROVIDED THAT if no Appropriate Berth Location Lease has been entered into by the date which is the earlier of 6 months after agreement or approval of the Appropriate Berth Location and 6 months prior to the end of the term of the Olympia Building Lease or LP Wharf Site Lease (as applicable) then the Owner shall be released from any obligations to enter into an Appropriate Berth Location Lease.

7.11 If not later than 6 months prior to the end of the term of the Olympia Building Lease or LP Wharf Site Lease the Lenox Project CIC has submitted a request to the Owner to remain in possession of the relevant community project property (including for the avoidance of doubt, if granted, the property comprised within an Appropriate

Berth Location Lease) at the end of the lease term, then in considering the continued occupancy of the relevant community project property by the Lenox Project CIC the Owner shall have due regard to, but shall not be bound by, the extent to which the Lenox Project CIC has operated a Financially Sustainable, Robust and Tenable business from the relevant community project property during the period of the lease and has presented a Financially Sustainable, Robust and Tenable Business Plan for its continued operation on the relevant community project property.

7.12 The Owner shall be released from any obligations to accommodate the Lenox Project on the Site or within the Development in the following circumstances:

- (a) if a Lenox Project Business Plan is not approved by both the Council and the Owner (or the Specialist shall determine that the relevant Project Business Plan shall not be approved);
- (b) no Olympia Building Lease is entered into pursuant to the Owner's obligations in paragraph 7.6 if relevant;
- (c) no LP Wharf Site Lease is entered into pursuant to the Owner's obligations in paragraph 7.7 if relevant; or
- (d) the Olympia Building Lease or LP Wharf Site Lease and (where one has been granted) any Appropriate Berth Location Lease is terminated in accordance with the terms of the relevant lease

PROVIDED ALWAYS THAT in relation to sub-paragraphs (b) and (c) of this paragraph 7.12, the Council shall have first confirmed in writing that it is satisfied that the Owner has complied with its obligations under paragraph 7.6 or 7.7 and for the avoidance of doubt in such circumstances the Olympia Building and the Wharf Site shall thereafter be provided by the Owner and used in accordance with the Planning Permission, any relevant Reserved Matters Approvals and any relevant provisions of this Deed.

7.13 If a Lenox Project Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the relevant Project Business Plan shall be approved) then the Owner hereby covenants with the GLA and the Council that prior to:

- (a) the Owner entering into the Olympia Building Lease or the LP Wharf Site Lease in accordance with paragraphs 7.6 or 7.7 (in each case as appropriate); and/or
- (b) the Owner being released from any obligations to accommodate the Lenox Project on the Site or within the Development pursuant to paragraph 7.12

it will not encumber or otherwise deal with treat or handle the Olympia Building or the Wharf Site (as applicable) in any manner whereby the obligations, covenants and undertakings imposed by this Deed in respect of the Lenox Project would be prevented from being carried out PROVIDED THAT for the avoidance of doubt the Owner shall not be in breach of this paragraph 7.13 in complying with any of its other obligations contained in this Deed or the Planning Permission or by granting any charge in respect of the Site (or any part of it) where such charge is required to provide security for funding in respect of the carrying out of the Development

PROVIDED FURTHER THAT any such charge shall not contain terms which preclude the grant of the Olympia Building Lease or the LP Wharf Site Lease or require the consent of the chargee to any such lease or which would otherwise prevent the implementation of the Lenox Project and/or the use of the Olympia Building or the Wharf Site (as the case may be) for the Lenox Project.

7.14 If the Owner and the Lenox Project CIC have agreed an Appropriate Berth Location in accordance with the terms of this Deed (or a specialist has determined that an Appropriate Berth Location shall be approved) then the Owner hereby covenants with the GLA and the Council that following agreement or approval of the Appropriate Berth Location and prior to:

- (a) the Owner entering into the Appropriate Berth Location Lease in accordance with paragraphs 7.10; and/or
- (b) the Owner being released from any obligations to accommodate the Lenox Project on the Site or within the Development pursuant to paragraph 7.10 or 7.12

it will not encumber or otherwise deal with treat or handle the Appropriate Berth Location in any manner whereby the obligations, covenants and undertakings imposed by this Deed in respect of the granting of an Appropriate Berth Location Lease would be prevented PROVIDED THAT for the avoidance of doubt the Owner shall not be in breach of this paragraph 7.14 in complying with any of its other obligations contained in this Deed or the Planning Permission or by granting any charge in respect of the Site (or any part of it) where such charge is required to provide security for funding in respect of the carrying out of the Development PROVIDED FURTHER THAT any such charge shall not contain terms which preclude the grant of the Appropriate Berth Location Lease or require the consent of the chargee to any such lease or which would otherwise prevent the use of the Appropriate Berth Location as a permanent berth for the Lenox.

8 The John Evelyn Centre

8.1 If a Sayes Court Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the relevant Project Business Plan shall be approved), the Owner shall for a period of 12 months starting from the latest of:

- (a) the date of approval of the relevant Sayes Court Business Plan by the Council; and
- (b) the date of approval of the relevant Sayes Court Business Plan by the Owner; and
- (c) if recourse is had to the Dispute Resolution Procedure pursuant to paragraph 4.4, the date of the decision of the Specialist where that decision determines that the relevant Sayes Court Business Plan should be approved

use its Reasonable Endeavours to enter into a John Evelyn Centre Lease.

8.2 If a Sayes Court Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the

relevant Project Business Plan shall be approved) then the Owner hereby covenants with the GLA and the Council that prior to:

- (a) the Owner entering into the John Evelyn Centre Lease in accordance with paragraph 8.1; and/or
- (b) one or more of the circumstances set out in paragraph 8.4 arising

it will not encumber or otherwise deal with treat or handle the John Evelyn Centre Site and/or the John Evelyn Centre Open Space in any manner whereby the obligations, covenants and undertakings imposed by this Deed in respect of the Sayes Court Project would be prevented from being carried out PROVIDED THAT for the avoidance of doubt the Owner shall not be in breach of this paragraph 8.2 in complying with any of its other obligations contained in this Deed or the Planning Permission or by granting any charge in respect of the Site (or any part of it) where such charge is required to provide security for funding in respect of the carrying out of the Development PROVIDED FURTHER THAT any such charge shall not contain terms which preclude the grant of the John Evelyn Centre Lease or require the consent of the chargee to such lease or which would otherwise prevent the implementation of the Sayes Court Project and/or the use of the John Evelyn Centre Site and/or the John Evelyn Centre Open Space (as the case may be) for the Sayes Court Project.

- 8.3 If at the end of the term of the John Evelyn Centre lease the Sayes Court Garden CIC has submitted a request to the Owner to remain in possession of the John Evelyn Centre then in considering such a request the Owner shall have due regard to, but shall not be bound by, the extent to which the Sayes Court Garden CIC has operated a Financially Sustainable, Robust and Tenable business from the John Evelyn Centre during the period of the lease and has presented a Financially Sustainable, Robust and Tenable Business Plan for its continued operation of the John Evelyn Centre.
- 8.4 The Owner may (subject to all Necessary Consents) use the John Evelyn Centre Site for such other uses as may be agreed with the Council and the John Evelyn Centre Open Space as Publicly Accessible Open Space in the following circumstances:
 - (a) no Sayes Court Business Plan is approved by both the Council and the Owner in accordance with the terms of this Deed (or the Specialist shall determine that the relevant Project Business Plan shall not be approved); or
 - (b) no John Evelyn Centre Lease has been entered into pursuant to the Owner complying with its obligations in paragraph 8.1 (PROVIDED ALWAYS THAT the Council shall have first confirmed in writing that it is satisfied that the Owner has complied with its obligations in that paragraph); or
 - (c) the John Evelyn Centre Lease is terminated in accordance with the terms of the relevant lease.
- 8.5 The Owner shall use All Reasonable Endeavours to procure that the whole of the 1 hectare of space required to be provided as the John Evelyn Centre Open Space is provided within the Site.

9 Olympia Building

- 9.1 The Owner shall not Occupy more than 750 Dwellings (or such other number of Dwellings as may be agreed by the Council) until the Initial Olympia Building Strategy has been submitted to and approved by the Council.
- 9.2 The Owner shall not Occupy the Olympia Building until the Updated Olympia Building Strategy has been submitted to and approved by the Council.
- 9.3 Following approval of the Initial Olympia Building Strategy pursuant to paragraph 9.1, the Owner shall implement and comply with the Initial Olympia Building Strategy as approved and shall not Occupy more than 1,750 Dwellings (or such other number of Dwellings as may be agreed by the Council) until the Olympia Building has been refurbished and fitted out and made available for Occupation in accordance with the Updated Olympia Building Strategy.
- 9.4 The Owner will keep the Updated Olympia Building Strategy under review and not later than 20 Business Days from the date 12 months following the date of first Occupation of the Olympia Building and at the end of each 12 month period thereafter for a period of 4 years, the Owner shall submit a report to the Council detailing measures taken to implement the Updated Olympia Building Strategy and how effective the Updated Olympia Building Strategy has been in securing its objectives ("Olympia Building Strategy Report").
- 9.5 An Olympia Building Strategy Report shall include the Owner's proposals in respect of the further implementation of the Updated Olympia Building Strategy, including any changes which it considers would make the Updated Olympia Building Strategy more effective in achieving its objectives or which it considers are otherwise reasonable or appropriate, including in relation to the management and maintenance of the Olympia Building and an Olympia Building Strategy Report shall include a proposed timescale for further implementation of the Updated Olympia Building Strategy and/or any changes as aforesaid PROVIDED THAT any such proposals in respect of further implementation of the Updated Olympia Building Strategy and/or any changes thereto and the timescale for implementation shall first be agreed with the Council.
- 9.6 The Owner and the Council shall each use Reasonable Endeavours to agree the proposals for further implementation of the Updated Olympia Building Strategy, any changes thereto and the timescale for implementation as referred to in paragraph 9.5 within a period of 20 Business Days following submission by the Owner of the Olympia Building Strategy Report to the Council and where any such proposals for further implementation and/or changes are agreed or (in case of dispute) determined, the Owner shall implement the Updated Olympia Building Strategy in accordance with any such agreed proposals or changes in accordance with such timescale as may also be agreed or determined.

ANNEX 1

Lease Terms of Primary School

- 1 No premium shall be paid, nor a rack rent.
- 2 Any ground rent shall not exceed £50 per annum, but shall double every 25 years.
- 3 Service charge provisions: building service charge to cover insurance and costs of repair, maintenance and services of the building within which the Primary School is situated and estate service charge to cover estate services.
- 4 Demise to be of internal non-structural accommodation enclosed within the structure of the building of which it forms part.
- 5 Long lease: to be not less than 99 years.
- 6 User: use for the purposes of education and community use.
- 7 Restriction on alienation: assignment or underletting of whole only to another Education Provider permitted with consent not to be unreasonably withheld. All other alienation prohibited.
- 8 The landlord to hand over the premises at commencement of the term with vacant possession, free from financial charges, but otherwise subject to all encumbrances current at the date of grant of the School Lease.
- 9 Together with such rights as are necessary over such parts of the Development for the services provided and over roads forming part of the Development until the same is adopted as public highway.
- 10 Excepting and reserving rights for services reasonably required for the Development.
- 11 Premises to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- 12 Landlord to be responsible for repair, maintenance and insurance of the structure of the demised premises with the tenant being responsible for internal (non-structural) repair and maintenance of the demised premises.
- 13 The tenant to carry out all internal fit out over and above the Primary School Specification, PROVIDED THAT there shall be no termination provision in respect of failure to fit out.
- 14 Connection to all utilities and security (including the landlord's and/or building management systems) to be the responsibility of the tenant.
- 15 Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- 16 Tenant permitted to break subject to giving not less than 12 months' prior written notice where the demised premises are no longer required for education purposes, subject to the tenant returning the demised premises to the landlord free from any occupiers and any third party rights of occupation on expiry of the notice and the tenant having paid any annual rent, advance service charge and insurance due at the

break date PROVIDED THAT the same have been demanded not less than 14 days prior to the date of the tenant's notice, but otherwise unconditionally with no premium being payable by the tenant upon such determination.

- 17 Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate but for the avoidance of doubt not such as to negate or derogate from the permitted use for education purposes.
- 18 The Education Provider to update and adhere to the School Travel Plan and comply with the provisions relating to it contained in this Deed.
- 19 Such other reasonable terms as may be agreed between the parties to the lease.

ANNEX 2

Lease Terms of Healthcare Facility

- 1 Market rent (by reference to User) if reasonably required by the tenant to be certified by the District Valuer or such other reasonably required certification process. No premium payable.
- 2 Service and estate charge provisions: building service charge to include insurance and costs of repair, maintenance and services of the building within which the Healthcare Facility is situated. Estate charge to cover estate services.
- 3 Demise to be of internal non-structural accommodation enclosed within the structure of the building of which it forms part.
- 4 Term of 21 years.
- 5 User: use for the purposes of healthcare facilities to encompass general practitioners and such ancillary facilities as may be agreed with the Healthcare Provider, and which may include, as appropriate, dentistry services, children's services, a minor injuries clinic, a walk-in centre, near patient testing facility, and a base for visiting community teams.
- 6 Alienation: assignment or underletting of whole and underletting of part (in each case) to a Healthcare Provider (or such other body as may be responsible for or authorised to provide the services referred to in 4 above) without charging a fine or premium permitted with consent (not to be unreasonably withheld or delayed). All other alienation prohibited.
- 7 Rent reviews: 5 yearly rent reviews, such reviews to be open market rent (by reference to User) and to provide for downward as well as upward review.
- 8 Break to coincide with rent reviews to be subject to the tenant giving reasonable written notice, the tenant returning the demised premises to the landlord free from any occupiers and any third party rights of occupation on expiry of the notice and the tenant having paid any annual rent, advance service charge and insurance due at the break date PROVIDED THAT the same have been demanded not less than 14 days prior to the date of the tenant's notice, but otherwise unconditionally with no premium being payable by the tenant upon such determination.
- 9 The landlord to hand over the premises at commencement of the term with vacant possession, free from financial charges, but otherwise subject to all encumbrances current at the date of grant of the Healthcare Facility Lease.
- 10 Together with such rights as are necessary over such parts of the Development for the services provided and over roads forming part of the Development until the same is adopted as public highway.
- 11 Excepting and reserving rights for services reasonably required for the Development.
- 12 Premises to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.

- 13 Landlord to be responsible for repair, and maintenance and insurance of the structure of the demised premises with the tenant being responsible for internal (non-structural) repair and maintenance of the demised premises.
- 14 Internal fit out, furniture, civil, structural and public health services and fittings to be provided by the tenant.
- 15 The tenant to use Reasonable Endeavours to carry out its internal fit out within 6 months of the grant of the lease and to complete and occupy the demised premises within a further period of 12 months (or such other timescale as may be agreed with the landlord), PROVIDED THAT there shall be no termination provision in respect of failure to fit out.
- 16 Connection to all utilities and security (including the landlord's and/or building management systems) to be the responsibility of the tenant.
- 17 Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- 18 Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate.
- 19 Such other reasonable terms as may be agreed between the parties to the lease.

ANNEX 3

Cultural Strategy Commitments

- Programme of temporary and permanent cultural interventions and education projects on the Jetty Park.
- Work with Visit London and others to attract visitors to Deptford.
- Destination strategy.
- Riverside "promenade experience".
- Spaces for start ups, incubators, creative industries, offices and studios in Phase 1.
- Work with universities and colleges to provide affordable creative industry units as part of a commitment to provide 8,000 square metres of cultural space.
- "Creative Deptford" programme.
- A "meanwhile programme" of temporary uses that will encourage ideas for projects that promote, celebrate and interpret the Site's history, including ideas for the hoardings, live events, festivals, skills and education that may include:
 - Providing a forum for receiving ideas and proposals that appeal to the community.
 - Establishing a meanwhile ideas competition and provide a website to hold the best ideas.
 - Appointing a co-ordinator developer to manage the programme.
 - Providing logistical management support.
 - Actively engaging and encouraging the participation of local people, schools, business organisations, the cultural sector and other parties.
 - Providing a programme of available spaces.
- Encourage design team to reference the Site's ecology, history and heritage in their proposals.
- Work with available historical archives and local experts to develop history and heritage principles to assist the project team and create a commissioning programme.
- Develop a series of cultural projects that celebrate the key archaeological sites and other heritage assets.
- Appoint curators and artists to work alongside the architects, engineers and landscape architects on the public spaces, buildings, river edge and foreshore.
- Promote a naming strategy for squares, streets and buildings.
- Develop communication materials on Convoys Wharf including a publication on the history and heritage of the site and its archaeology.

- Seek to use surviving historic artefacts and materials on site or in situ within constraints of the Convoys Wharf masterplan.
- Explore planting schemes that will be inspired by the legacy of John Evelyn and his original gardens at Sayes Court.
- Create a youth forum to explore ideas of how young people can get involved in their neighbourhood.
- Directed play and activity strategy including art led commissions and developing play activities for all ages.
- Arts and crafts in public.
- Set up an estate management structure to run the leisure and recreation offer and maintain the public realm.
- Use local and specialist knowledge to inform project briefs and creative ideas.
- Develop a commissioning bible and project toolkit for the project team offering advice and guidance on commissioning process.
- Specialised event and cultural management for the Olympia building.
- Lead artists, project artists and lead curator.

ANNEX 4

The Feasibility Study Scope

GREATER LONDON AUTHORITY

Invitation to pitch D&P/0051c/01

Independent feasibility review of The Lenox Project at Convoys Wharf, Deptford associated with approved planning application 'DC/13/83358' at Convoys Wharf, Deptford SE8, in the London Borough of Lewisham

The (approved) development proposal at Convoys Wharf

The applicant (Convoys Properties Ltd. c/o Hutchison Whampoa Properties (Europe) Ltd.) proposes demolition of all non-listed structures at the site, and comprehensive redevelopment (to include retention and refurbishment of the Grade II Listed Olympia Building) to provide up to 419,100 sq.m. of mixed use development comprising up to: 321,000 sq.m. residential (Class C3) (up to 3,500 units); 15,500 sq.m. business space (Class B1/live/work units) and to include up to 2,200 sq.m. for three energy centres; 32,200 sq.m. working wharf and vessel moorings (Class B2 and sui generis); 27,070 sq.m. hotel (Class C1); 5,810 sq.m. retail, financial and professional services (Classes A1 and A2); 4,520 sq.m. restaurant/cafes and drinking establishments (Classes A3 and A4); and, 13,000 sq.m. community/non-residential institutions (Class D1), 1,840 car parking spaces, together with vehicular access and a river bus facility. Further details (including the application documentation), is available on the Lewisham Council website here: <http://planning.lewisham.gov.uk/online-applications/>.

The Lenox Project

The Lenox Project CIC proposes to build and launch a full sized replica of seventeenth century warship HMS Lenox. The Lenox Project vision also seeks to generate local training and employment opportunities associated with the shipbuilding process, and to create a legacy of repairing and/or building other historic vessels. Further details are available on The Lenox Project CIC website here: <http://www.buildthelenox.org/>.

Pitch submission contact

Graham Clements, Senior Strategic Planner (case officer)
Development & Projects | Development, Enterprise & Environment

GREATER LONDON AUTHORITY, 4th Floor, City Hall, The Queen's Walk, London SE1 2AA
Tel: 020 7983 4265, Email: graham.clements@london.gov.uk.

Background

- 1 Following a decision by the Mayor of London (on 30 October 2013) that he would become the local planning authority for the purpose of determining planning application DC/13/83358 at the Convoys Wharf site, the application was approved at a Representation Hearing on 31 March 2014.
- 2 As part of his decision to approve the application, the Mayor made the following provision for The Lenox Project: a feasibility study should be completed as soon as

possible in order to produce clear options for The Lenox Project. The applicant should agree to make a contribution towards whichever option is the most feasible.

- 3 GLA officers have negotiated a £20,000 financial contribution from the applicant to fund a feasibility assessment, and officers now seek an independent assessor to undertake the study.

Definition of The Lenox Project

- 4 Having had regard to The Lenox Project vision, GLA officers have defined the project as follows:

Physical components of The Lenox Project

- Build and launch a full sized replica of HMS Lenox.
- Provide education, training and employment opportunities associated with the shipbuilding process.
- Secure a permanent berth for the Lenox, and provide a lasting legacy for Deptford's maritime heritage.

Wider aims of The Lenox Project

- Create a visitor attraction of international importance.
- Establish a long-term programme of repairing and/or building other historic vessels.
- Take vessels to sea and generate training, employment and trading opportunities.

- 5 The project will require a weatherproof area for shipbuilding of a minimum of 52 metres long and 22 metres wide. The shipbuilding area will require a height of 16.5 metres with additional clearance for a gantry crane (for the avoidance of doubt, height should be measured from the bottom of the supports for the ship's structure/hull).
- 6 The project will also require space for storage, workshops and a visitor centre (with spatial requirements for this to be considered flexibly at each project site). Public access to these spaces is crucial, because paying visitors are expected to be an important revenue stream for the project.
- 7 Ultimately, the Lenox Project will be defined through the Lenox Project Business Plan to be approved in accordance with the terms of the planning agreement which has been entered into in connection with the development at Convoys Wharf and in respect of which the Mayor has granted planning permission as referred to in paragraphs 1 and 2 above.

Potential sites for The Lenox Project

- 8 Two potential project sites have been selected for feasibility assessment: Olympia Building; and, Safeguarded Wharf. These are broadly identified on the appended Convoys Wharf masterplan (refer to Appendix A), and a brief description of each is provided below.

Olympia Building

- 9 The Olympia Building is a Grade II Listed shipbuilding shed located at the centre of the Convoys Wharf site. Originally designed to accommodate ships somewhat smaller than HMS Lenox, the building was constructed in 1844 in order to enclose two existing slipways. The slipways allowed for ships to be constructed, before being launched into the former Great Basin. Both the slipways and Great Basin have since been filled in, but archaeology related to the slipways remains preserved beneath the Listed Building. The applicant has set aside a £12m budget for renovating Olympia, and converting the Listed Building for retail and community use – with the commercial offer envisaged to be broadly similar to that of Spitalfields Market.

Safeguarded wharf

- 10 The safeguarded wharf is an area of land at the north of the Convoys Wharf site. In line with existing planning policy the land is currently earmarked for future use as a working wharf. There are archaeological remains underneath the land in the form of historic mast ponds. The applicant has set aside a £7m budget for wharf infrastructure and wharf activation on this land. Notwithstanding this, the applicant has stated that (where future planning policy requirements for this land would allow) a proportion of this budget could be diverted to provide enabling infrastructure for The Lenox Project, such as a dry dock, if it was no longer required in respect of the originally proposed wharf infrastructure and activation obligations.

Project site scenarios

- 11 With the intention of providing additional focus to the feasibility assessment, 2 defined scenarios are identified for assessment at each project site. These are set out below.

Olympia Building scenario 1

- 12 Main historic shipbuilding to take place within half of the Olympia Building, and requiring waterway access directly to the River Thames for launch. Occupation of half of Olympia Building at a market rent for the proposed cultural use for a minimum term of 10 years and up to a maximum term of 20 years (if such greater term is required to secure funding), with the option for a new lease term thereafter at market rent by mutual agreement.

Olympia Building scenario 2

- 13 Main historic shipbuilding to take place within half of the Olympia Building, and requiring waterway access directly to the River Thames for launch. Occupation of half of the Olympia Building at a peppercorn rent for a minimum term of 10 years and up to a maximum term of 20 years (if such greater term is required to secure funding) PROVIDED THAT any period of such term over and above the initial 10 year period shall be at a market rent for the proposed cultural use, with the option for a new lease term thereafter at market rent by mutual agreement.

Safeguarded wharf scenario 1

- 14 Main historic shipbuilding to take place on 3,975 sq.m. of the safeguarded wharf, and requiring waterway access directly to the River Thames for launch. Occupation of the safeguarded wharf at a peppercorn rent for a minimum term of 10 years and

up to a maximum term of 20 years (if such greater term is required to secure funding) PROVIDED THAT any period of such term over and above the initial 10 year period shall be at a market rent for the proposed cultural use. No option to agree a new lease term at the safeguarded wharf thereafter, due to existing wharf policy requirements.

Safeguarded wharf scenario 2

- 15 Main historic shipbuilding to take place on 3,975 sq.m. of the safeguarded wharf, with waterway access directly to the River Thames and (following a change in wharf policy requirements or de-designation of the safeguarded wharf) with the applicant making a contribution to the cost of the waterway access (the amount of which to be agreed following discussions between the applicant and The Lenox Project). Occupation of the safeguarded wharf at a peppercorn rent for a minimum term of 10 years and up to a maximum term of 20 years (if such greater term is required to secure funding) PROVIDED THAT any period of such term over and above the initial 10 year period shall be at a market rent for the proposed cultural use with the option for a new lease term thereafter at market rate (following a change in wharf policy requirements or de-designation of the safeguarded wharf) by mutual agreement.

Feasibility study scope

- 16 Ultimately the study will need to rank the abovementioned project site scenarios (from most to least feasible) in terms of delivering The Lenox Project. For each scenario the assessor should consider the following influences on project feasibility:

Project delivery

- Extent of enabling works required (including any alterations to existing structures).
- Practicality of accommodating the physical components and wider aims of the Lenox Project.
- Practicality of delivering materials (particularly by river).
- Need for associated statutory and third party consents, including any alterations to the Convoys Wharf masterplan.
- Health and safety considerations.
- Compatibility with Convoys Wharf masterplan, phasing and construction programme including the proposed riverbus pier, riverbus service and other operational requirements of the riverbus pier.
- Practicality of launch into the River Thames (and extent of works to achieve this).
- Practicality of securing a permanent berth for the Lenox.

Project viability

- Costs associated with any variation to the Convoys Wharf masterplan/reserved matters application(s).
- Estimated enabling and shipbuilding costs for The Lenox Project.

- Future maintenance costs for The Lenox Project.
- Potential for visitor attraction and income generation.
- All other costs associated with, or consequential upon, the requirements for project delivery.

Heritage impact of project

- Potential impacts on archaeology.
- Potential impacts on historic/Listed structures.

Environmental impact of project

- Potential environmental/amenity impacts on neighbouring properties/public spaces.
- Impact on the marine environment.

Impact on the approved Convoys Wharf masterplan

- Creation of a new visitor attraction.
- Amenity of residential and commercial occupiers.
- Masterplan accessibility and connectivity.
- Masterplan open space and public realm.
- Use of jetties.
- Impact on masterplan financial viability both for the development as a whole and in respect of the safeguarded wharf and the Olympia Building (including, but not limited to, the effect on income streams from other sources).

For each scenario the assessor should also consider the effect (if any) on any of the above influences of the omission of any part of the physical components of the Lenox Project or its wider aims as set out in paragraph 4 above.

Requisite skills for the assessor

- 17 The Convoys Wharf scheme is complex and the assessment scope above demonstrates that this will be a crosscutting study, traversing various disciplines. Accordingly, GLA officers expect the chosen assessor to be able to call upon expertise and experience in the fields of engineering (civil and structural); financial viability; construction programming; conservation and heritage asset management (archaeology and historic structures); historic shipbuilding and restoration; environmental issues; tourism; and, place-making.

General working arrangements

- 18 Once appointed, the chosen consultant will be asked to attend a site visit, and given 30 Business Days to produce a draft feasibility report which addresses the above requirements. The draft report will be circulated to The Lenox Project CIC and the applicant, who will both have 10 Business Days to make comments on the draft during a review period. Following the conclusion of the review period, and on the

instruction of the GLA project lead, the chosen consultant will have 10 Business Days to finalise the report, having regard to the comments made on the draft.

- 19 A wealth of information relevant to the feasibility assessment is readily available in the public domain (primarily as part of the submitted planning application). Beyond this, The Lenox Project CIC and the applicant team have both agreed to provide additional information where required, subject to normal confidentiality arrangements as appropriate. Notwithstanding this, all requests for information should be directed to the GLA case officer in the first instance.
- 20 Where necessary, and in consultation with the chosen assessor, the GLA case officer may decide to convene dedicated meetings to discuss/explore particular study areas (viability for example) in order to inform the feasibility assessment. Such meetings would need to be attended by both The Lenox Project CIC and the applicant team, as well as representatives from the GLA and Lewisham Council.
- 21 Following the conclusion of any technical discussions, the finalised report should be submitted to the GLA case officer in electronic PDF form.
- 22 Please note that the budget for this study is capped at £20,000 (excluding VAT).

Pitch requirements

- 23 The response to this invitation to pitch should comprise a concise experience and skills summary (no more than 4 single-sided A4 pages in total), addressing the criteria below:
- Confirmation that there would be no conflict of interest.
 - Evidence of access to the requisite skills and experience.
 - Demonstrable ability to meet set timetables and deliver a complex assessment to budget.
 - Any other information that you consider helpful in order for the GLA to evaluate your pitch.

Pitch response timescales

- 24 A pitch for the work described above should be provided by email to graham.clements@london.gov.uk, by 12:00 on DATE. The GLA reserves the right not to consider any quote received after the stated deadline. Any queries in relation to this invitation to pitch should be made in writing to the email address above, no later than 17:00 on DATE. The GLA reserves the right not to respond to any related queries received after this time.

Reference material

Submitted planning application documentation (search using reference: DC/13/83358).

The Lenox Project CIC website and Lenox Project Vision document (appended)

GLA Convoys Wharf Representation Hearing webpage

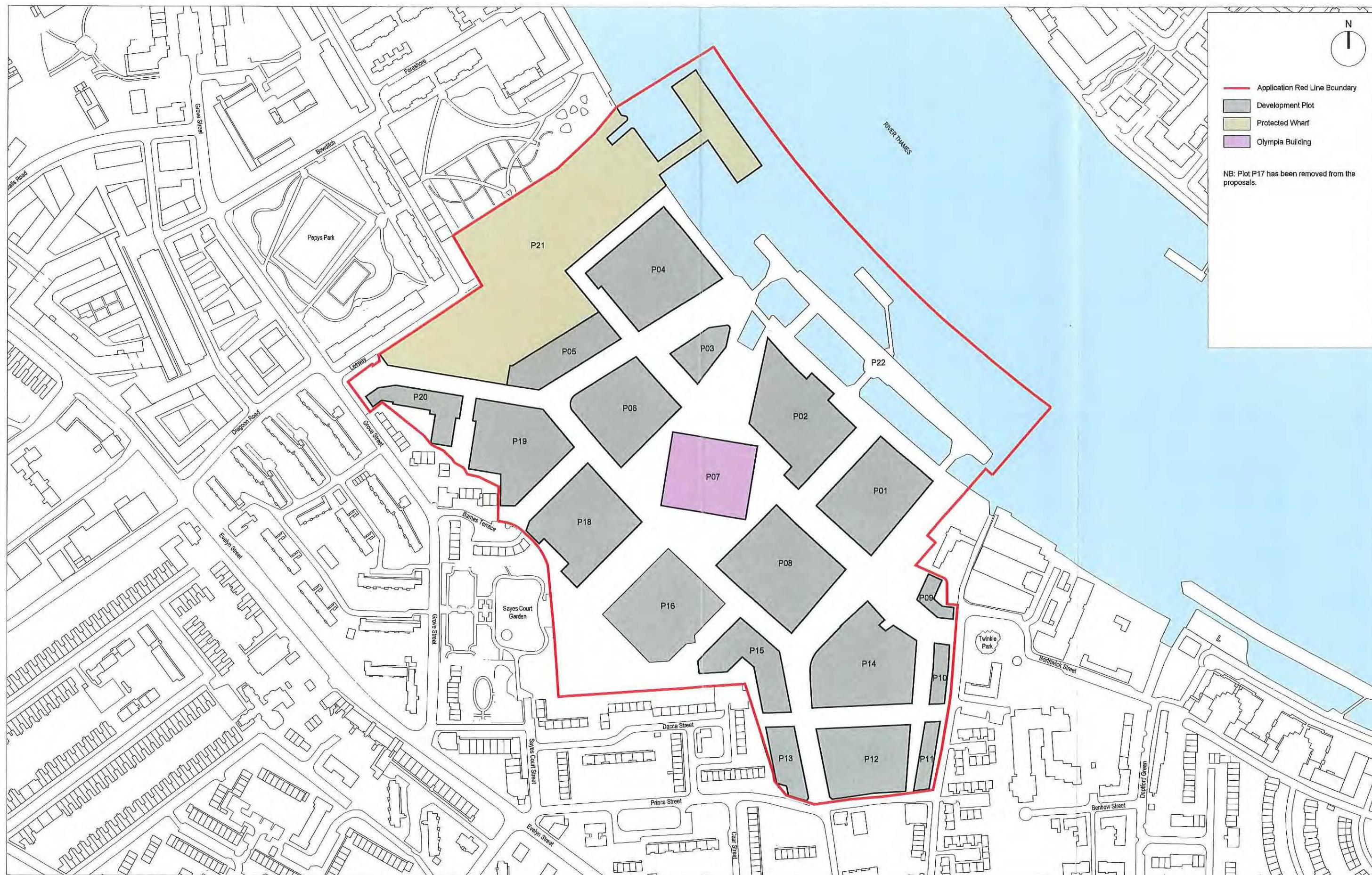
GLA Convoys Wharf planning report

The Restoration Warship: The Design, Construction and Career of a Third Rate of Charles II's Navy (by Richard Endors, published in 2009 by Conway, London)

for further information, contact Development & Projects:
Graham Clements, Senior Strategic Planner (case officer)
020 7983 4265 email graham.clements@london.gov.uk

Appendix A

Location of potential project sites within Convoys Wharf masterplan



CONVOYS WHARF DEVELOPMENT

Olympia Building Site

1:1500@A1 / 1:3000@A3

December 2014

CON1-SK0118

FARRELLS

CONVOYS WHARF
LONDON SEC

SCALE 1:1500 @ A1

ARCHITECTS • PLANNERS • DESIGNERS • 7 HATTON STREET LONDON NW8 8PL
TEL 020 7258 3433 • FAX 020 7723 7059 • WWW.TERRYFARRELL.CO.UK

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ANNEX 5

Lenox Project Lease Terms

Olympia Building Lease Terms

- Rental basis to be determined through the Feasibility Study and to be either:
Market rent applicable for the proposed cultural use (together with service charge and insurances directly related to use of the building)
or
Peppercorn rent (subject to service charge and insurances) for first 10 years. Any lease term beyond 10 years to be at market rent for proposed cultural use.
No premium payable.
- Minimum lease term of 10 years (up to a maximum of 20 years if reasonably required to secure funding).
- Provision for an upwards-only rent review on each fifth anniversary of the term
- Term to commence only after the landlord has completed the required renovation works to the Olympia Building to the satisfaction of both English Heritage and the Council.
- Lease to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- Tenant to be responsible for repair and maintenance of the demise. The demise will be limited to half of the internal space within the Olympia Building with no additional external areas.
- Any alterations (including internal fit out, civil, structural, mechanical and public health services and fittings) are to be provided by the tenant. For the avoidance of doubt such works are those solely related to the Lenox project and do not include any works of renovation referred to above.
- User restricted to use for the construction of a full sized replica of HMS Lenox and for education, training and employment opportunities associated with the shipbuilding process and for purposes ancillary thereto.
- Permitted use hours and deliveries to/collections from Olympia Building by road vehicles shall not take place other than between the hours of 9:00am and 6:00pm Mondays to Fridays and not on Saturday and Sundays or Public Holidays. The premises can also be used between the hours of 9:00am and 6:00pm on Saturday and Sundays or Public Holidays on the basis that no nuisance is caused to the surrounding owners and occupiers and the premises are not used to send or receive deliveries. Other hours of use beyond these core hours may be agreed between the parties to the lease.
- The tenant to carry out any alterations within 12 months and to complete and occupy the demised premises within a further period of 12 months (or such other timescale as may be agreed with the landlord). The landlord may terminate the

lease if the tenant does not complete its alterations and/or occupy within the agreed timescales.

- The tenant to be responsible for connection to its required utilities and security of the demised premises (including the landlord's and/or building management systems) after it has taken possession.
- Any concessionary entry offered to off-site local residents, businesses, educational institutions and/or hotel users will also be offered on a like for like basis to occupiers of the Development.
- Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- Such other reasonable terms as may be agreed between the parties to the lease.
- Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate.
- The tenant to be responsible for obtaining all Necessary Consents for its use of the demised premises and construction of any buildings or structures or excavations necessary for its operation within 12 months of entering into the lease (or such other timescale as may be agreed with the landlord). The landlord may terminate the lease if the tenant does not obtain those consents within the agreed timescales. In addition, all such consents must be obtained for any alteration to the Olympia Building in order to remove the Lenox from the demised premises.
- All statutory and regulatory consents, methods of operation, noise, air quality and odour control measures, access and servicing strategies are to be submitted to the landlord for its approval prior to commencement of the permitted use (such approval not to be unreasonably withheld or delayed).

LP Wharf Site Lease Terms

- Peppercorn rent (subject to service charge and insurances) for first 10 years. Any lease term beyond 10 years to be at market rent for proposed cultural use. No premium payable.
- Minimum lease term of 10 years (up to a maximum of 20 years if reasonably required to secure funding).
- Lease to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- Tenant to be responsible for repair and maintenance of the demise.
- Any alterations (including internal fit out, civil, structural, mechanical and public health services and fittings) are to be provided by the tenant. For the avoidance of doubt such works are those solely related to the BTL project and do not include any works pursuant to the Development which shall remain the landlord's responsibility.
- User restricted to use for the construction of a full sized replica of HMS Lenox and for education, training and employment opportunities associated with the shipbuilding process and for purposes ancillary thereto.
- Permitted use hours and deliveries to/collections from the Wharf Site by road vehicles shall not take place other than between the hours of 9:00am and 6:00pm

Mondays to Fridays and not on Saturday and Sundays or Public Holidays. The premises can also be used between the hours of 9:00am and 6:00pm on Saturday and Sundays or Public Holidays on the basis that no nuisance is caused to the surrounding owners and occupiers and the premises are not to be used to send or receive deliveries. Other hours of use beyond these core hours may be agreed between the parties to the lease.

- The tenant to carry out any alterations within 12 months and to complete and occupy the demised premises within a further period of 12 months (or such other timescale as may be agreed with the landlord). The landlord may terminate the lease if the tenant does not complete its alterations and/or occupy within the agreed timescales.
- The tenant to be responsible for obtaining all Necessary Consents for its use of the demised premises and construction of any buildings or structures or excavations necessary for its operation within 12 months of entering into the lease (or such other timescale as may be agreed with the landlord). The landlord may terminate the lease if the tenant does not obtain those consents within the agreed timescales.
- All statutory and regulatory consents, methods of operation, noise, air quality and odour control measures, access and servicing strategies are to be submitted to the landlord for their approval prior to commencement of the relevant part of the permitted use (such approval not to be unreasonably withheld or delayed).
- The tenant to be responsible for connection to its required utilities and security of the demised premises (including the landlord's and/or building management systems) after it has taken possession.
- Any concessionary entry offered to off-site local residents, businesses, educational institutions and/or hotel users will also be offered on a like for like basis to occupiers of the Development.
- Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate.
- Such other reasonable terms as may be agreed between the parties to the lease.

ANNEX 6

John Evelyn Centre Lease Terms

- Peppercorn rent (but subject to service charge and insurances) for first 15 years. Any lease term beyond 15 years to be at market rent for proposed cultural use. No premium payable.
- Minimum lease term of 15 years (20 years if reasonably required to secure funding).
- Lease to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.
- Restrictions to be imposed on the specified parts of the demised John Evelyn Open Space which may not be enclosed and which must be kept publicly accessible which shall reflect the obligations and requirements imposed on the Publicly Accessible Open Space.
- Tenant to be responsible for repair and maintenance of the demised John Evelyn Centre Site.
- Tenant to be responsible for repair and maintenance of the demised John Evelyn Open Space, including design and provision of hard and soft landscaping, and planting, subject to approval by the landlord and restrictions regarding boundary treatments and public accessibility referred to above. Tenant to be able to recharge to the landlord the costs of such repair, maintenance, design, hard and soft landscaping provision and planting of the areas within the demised John Evelyn Open Space which are to be kept publicly accessible as follows:
 - An amount equal to 100% of the costs of the initial design, hard and soft landscaping provision and planting of such areas subject to a maximum contribution of £1,000,000 after allowing for indexation in accordance with clause 15; and
 - During the lease term an amount equal to 100% of the costs of the ongoing repair, maintenance, design, hard and soft landscaping provision and planting of such areas less an amount equal to the fair and proper proportion of such costs (having regard to the principles of good estate management) which the landlord would be able to charge the tenant by way of a service charge under the lease were it responsible for the management of such areas and subject always to a maximum contribution of £20,000 per annum after allowing for indexation in accordance with clause 15.
- Tenant to be responsible for obtaining any planning or other statutory or regulatory consents as it may require for greenhouses, buildings for storage of gardening equipment etc and construction and maintenance of the same (subject to such landlord's consent as may be required).
- Internal fit out, furniture, civil, structural and public health services and fittings to be provided by the tenant, but for the avoidance of doubt not to include any obligation of the Owner to fit out as referred to in the definition of John Evelyn Centre Site.
- User restricted to use as horticultural education centre within Use Classes D1 or D2 and for purposes ancillary thereto.

- Permitted use hours and deliveries to/collections by road vehicles shall not take place other than between the hours of 9:00am and 6:00pm Mondays to Fridays and not on Saturday and Sundays or Public Holidays. The premises can also be used between the hours of 9:00am and 6:00pm on Saturday and Sundays or Public Holidays (and between 6pm and 10pm on weekday evenings) on the basis that no nuisance is caused to the surrounding owners and occupiers and the premises are not used to send or receive deliveries. Other hours of use beyond these core hours may be agreed between the parties to the lease.
- The tenant to carry out its internal fit out within 6 months and to complete and occupy the demised premises and open space within a further period of 12 months (or such other timescale as may be agreed with the landlord). The landlord may terminate the lease if the tenant does not complete its fit out and/or occupy within the agreed timescales.
- Connection to all utilities and security (including the landlord's and/or building management systems) to be the responsibility of the tenant.
- Any concessionary entry offered to off-site local residents, businesses, educational institutions and/or hotel users will also be offered on a like for like basis to occupiers of the Development.
- Such reasonable terms as may be agreed relating to the return of the demised premises to the landlord upon expiry of the lease.
- Such reasonable terms required by the landlord to be consistent with its letting strategy for the Development and management of the estate.
- Such other reasonable terms as may be agreed between the parties to the lease.

FIFTH SCHEDULE

Affordable Housing and Review Mechanism

1 Percentage and mix of Affordable Housing

1.1 Subject to paragraph 2, the Owner shall provide the Affordable Housing Base Provision within the Development to comprise:

- (a) not less than 30% Affordable Rent Dwellings; and
- (b) not less than 70% Intermediate Dwellings

where such Affordable Housing Dwellings shall be provided in accordance with the Affordable Housing Size Mix PROVIDED THAT no Phase shall comprise more than 50% Affordable Housing (by Habitable Room).

1.2 Subject to paragraph 2:

- (a) not less than 15% (by Habitable Room) of the total Dwellings in Phase 1 shall be provided as Affordable Housing Dwellings;
- (b) not less than 15% (by Habitable Room) of the combined total of Dwellings in Phase 1, Phase 2 and Phase 3 shall be provided as Affordable Housing Dwellings; and
- (c) each of Phase 2 and Phase 3 shall contain not less than 12% (by Habitable Room) of the respective total of Dwellings in Phases 2 and 3 as Affordable Housing Dwellings.

1.3 The Owner shall submit with each Reserved Matters Application which includes Dwellings:

- (a) a detailed plan or detailed plans showing the precise location of each Affordable Housing Dwelling (if any) within the Phase or part of the Phase to which that Reserved Matters Application relates; and
- (b) details of the tenure type and the Affordable Housing Size Mix in respect of any such Affordable Housing Dwellings

and the Owner shall not Commence any Phase until the details required by paragraphs (a) and (b) of this paragraph 1.3 have been approved by the Council.

1.4 The Intermediate Dwellings shall be provided as Shared Ownership Dwellings or for such other intermediate tenure type as the Council may first agree and where an alternative intermediate tenure type is agreed, references in this Fifth Schedule to Shared Ownership Dwellings shall apply mutatis mutandis to such of the Intermediate Dwellings as are provided for such alternative tenure type PROVIDED THAT if the Council (acting reasonably) shall consider that this Deed shall need to be modified to accommodate the alternative intermediate tenure type proposed by the Owner, then such variation in intermediate tenure type shall not be effective until the Parties have entered into a deed modifying the terms of this Deed to accommodate the provision of such intermediate tenure type.

2 Financial Review

Additional Affordable Housing and Viability Appraisal

- 2.1 The provision of Affordable Housing Dwellings within the Development shall be subject to review in accordance with this paragraph 2 PROVIDED ALWAYS THAT any such review shall not be permitted to reduce the level of provision of Affordable Housing Dwellings below the Affordable Housing Base Provision and the Owner shall remain obliged to deliver at least the Affordable Housing Base Provision within the Development.
- 2.2 The Owner shall not submit the first Reserved Matters Application in respect of a Phase until the date 30 Business Days after it has submitted the Initial Viability Appraisal as required by paragraph 2.15.
- 2.3 The Owner shall be responsible for the reasonable and proper costs incurred by the Council in engaging external consultants to act for and/or assist and advise the Council in connection with the processes required by this paragraph 2 and not later than 5 Business Days following receipt of the Owner's submissions pursuant to paragraphs 2.6 and/or 2.32 and/or 2.38, the Council shall confirm to the Owner whether it intends to engage external consultants accordingly, whereupon (in either case) paragraphs 2.4 and 2.5 shall apply.
- 2.4 Where the Council confirms its intention to engage external consultants as referred to in paragraph 2.3 it shall at the same time confirm the estimated reasonable and proper costs in engaging such consultants, then the Owner shall, in each case, accompany the submission to the Council of the Initial Viability Appraisal Model and/or the information referred to in paragraph 2.32 or paragraph 2.37 with payment of such estimated costs and the Council shall apply such sum solely to the costs incurred in respect of the engagement of consultants as referred to in paragraph 2.3 and the Council shall notify the Owner as soon as reasonably practicable in the event of it becoming aware that such estimated reasonable and proper costs are likely to be exceeded and shall provide with such notice a further estimate of the additional estimated reasonable and proper costs which it anticipates will be incurred and shall repeat such process until the actual costs are identified in accordance with paragraph 2.5 PROVIDED THAT the Council shall not be obliged to take any steps pursuant to the Initial Viability Appraisal, and the relevant time periods specified for action by the Council in this paragraph 2 shall not begin to run until such time as the relevant payment has been made.
- 2.5 No later than 15 Business Days following completion of the initial and/or intermediate review processes pursuant to this paragraph 2 in respect of a Phase, the Council shall notify the Owner of the actual costs incurred in engaging consultants as referred to in paragraph 2.3 providing copy invoices and breakdowns of the costs incurred, and if the actual costs exceed the sum paid by the Owner pursuant to paragraph 2.4, then the Owner shall pay the difference to the Council and if the actual costs are less than the sum paid by the Owner pursuant to paragraph 2.4, then the Council will refund the difference to the Owner, such payment or refund to be made within 15 Business Days of completion of the Council's notification of the actual costs to the Owner as required by this paragraph 2.5.

Notice of submission of draft Initial Viability Appraisal Model

- 2.6 No later than 4 months prior to submission of the first Reserved Matters Application in respect of each of Phases 1, Phase 2, and Phase 3 the Owner shall submit to the Council notice of its intention to submit a draft Initial Viability Appraisal Model in respect of the Phase in question to the Council for agreement and shall indicate the anticipated date of submission of the same.

Submission of draft Initial Viability Appraisal Model

- 2.7 At least 40 Business Days prior to submission of an Initial Viability Appraisal in accordance with paragraph 2.15 below, the Owner shall submit to the Council for its approval a draft Initial Viability Appraisal Model for the relevant Phase.
- 2.8 No later than 10 Business Days following receipt of the draft Initial Viability Appraisal Model the Council shall serve notice on the Owner confirming whether or not the draft Initial Viability Appraisal Model is agreed and if the Council shall state that the draft Initial Viability Appraisal Model is not agreed, then for a period of 10 Business Days ("IVAM Negotiation period"), the Owner and the Council shall negotiate and use All reasonable Endeavours to achieve an agreed Initial Viability Appraisal Model.
- 2.9 No later than 5 Business Days following the end of a IVAM Negotiation Period, the Council shall serve notice on the Owner confirming whether or not the Initial Viability Appraisal Model is agreed and if the Council's notice shall state that draft Initial Viability Appraisal Model is not agreed, then the matters in dispute shall be referred to the Specialist for determination pursuant to clause 20.
- 2.10 Upon agreement or determination of the draft Initial Viability Appraisal Model, the same shall become the agreed Initial Viability Appraisal Model for the relevant Phase and the Initial Viability Appraisal shall be prepared in accordance with it.

Infrastructure Schedule

- 2.11 Prior to submission of an Initial Viability Appraisal pursuant to paragraph 2.15 below, the Owner shall submit to the Council for its agreement, a draft Infrastructure Schedule.
- 2.12 No later than 20 Business Days following receipt of a draft Infrastructure Schedule and Infrastructure the Council shall serve notice on the Owner confirming whether or not the draft Infrastructure Costs Schedule is agreed and if the Council shall state that the draft Infrastructure Schedule is not agreed, then for a period of 10 Business Days ("IS Negotiation period"), the Owner and the Council shall negotiate and use All Reasonable Endeavours to achieve an agreed Infrastructure Schedule.
- 2.13 No later than 5 Business Days following the end of an IS Negotiation Period, the Council shall serve notice on the Owner confirming whether or not the Infrastructure Schedule is agreed and if it is not agreed, then the matters in dispute shall be referred to the Specialist for determination pursuant to clause 20.
- 2.14 Upon agreement or determination of the draft Infrastructure Schedule, the same shall become the agreed Infrastructure Schedule for the purposes of the relevant Initial Viability Appraisal.

Initial Viability Review

- 2.15 Not less than 30 Business Days prior to submission of the first Reserved Matters Application in respect of each of Phases 1, Phase 2, and Phase 3 the Owner shall submit to the Council the Initial Viability Appraisal for the relevant Phase for approval and shall accompany such Initial Viability Appraisal with:

- (a) the relevant Scheme Details;
- (b) a Relevant Report;
- (c) (where the Initial Viability Appraisal is in respect of Phase 2 or 3 and indicates a Surplus) the amount of any Affordable Housing Funding; and
- (d) (where the Initial Viability Appraisal is in respect of Phase 2 or 3 and indicates a Surplus) a draft Additional Affordable Housing Scheme and/or an Affordable Housing Feasibility Statement

and the Owner shall not submit the first Reserved Matters Application in respect of each of Phase 1, Phase 2 and/or Phase 3 unless a period of 30 Business Days has elapsed since the date of submission to the Council of such Initial Viability Appraisal together with such information as is required to be provided pursuant to paragraphs (a) – (d) of this paragraph 2.15.

- 2.16 The Council and/or its appointed consultants shall be entitled to request in writing such further information as it or they (acting reasonably) deem relevant or reasonable in connection with an Initial Viability Appraisal and/or Relevant Report and/or Additional Affordable Housing Scheme and the Owner shall as soon as reasonably practicable and in any event within 5 Business Days of such request, provide the Owner with the information requested.

Consideration of Initial Viability Appraisal and Additional Affordable Housing Scheme

- 2.17 No later than 20 Business Days following submission of an Initial Viability Appraisal and other documents submitted pursuant to paragraph 2.15 above, the Council shall serve notice on the Owner confirming whether each of the Initial Viability Appraisal, Additional Affordable Housing Scheme and/or Affordable Housing Feasibility Statement in question are agreed and/or not agreed (and if not agreed then setting out the reasons why the same are not agreed) and if any of the same are not so agreed then for a period of 10 Business Days ("IVR Negotiation Period") following the service of the Council's notice, the Owner and the Council shall negotiate and use All Reasonable Endeavours to achieve an approved (as relevant) Initial Viability Appraisal and Additional Affordable Housing Scheme PROVIDED THAT if any such matters are still not approved at the end of the IVR Negotiation Period, then the matters in dispute shall be referred to the Specialist for determination pursuant to clause 20 subject always to paragraph 2.18 below ("the IVR Dispute"), such referral to be made within 10 Business Days following expiry of the IVR Negotiation Period.

- 2.18 Unless otherwise agreed between the Council and the Owner or as required by the Specialist, in the case of an IVR Dispute the time periods for the actions referred to in clause 20.6 shall be determined by the Specialist appointed in respect of such IVR Dispute.

- 2.19 In addition to the matters specified in clause 20, in making their determination in respect of an IVR Dispute the Specialist shall have regard to the provisions of this Deed and this Fifth Schedule.
- 2.20 In the event it is agreed or determined pursuant to an Initial Viability Appraisal or an Intermediate Viability Appraisal that:
- (a) there is no Surplus, then the Owner shall not be required to provide any Additional Affordable Housing Dwellings or make an Additional Affordable Housing Payment in respect of such Initial Viability Appraisal and/or Intermediate Viability Appraisal;
 - (b) in respect of Phase 1, there is a Surplus, then the Applicable Surplus is to be paid to the Council as an Additional Affordable Housing Payment;
 - (c) in respect of Phase 2 and Phase 3, there is a Surplus, then the application of the Applicable Surplus will be determined in accordance with the procedure set out in paragraph 2.21 and (where applicable) paragraph 2.37.
- 2.21 Where an Initial Viability Appraisal in respect of Phase 2 or Phase 3 concludes there is a Surplus, the Council shall, within 10 Business Days of agreement or determination of the Initial Viability Appraisal and/or the Additional Affordable Housing Scheme (whichever is the last to be agreed or determined) serve notice on the Owner stating whether the Applicable Surplus:
- (a) is to be paid to the Council as an Additional Affordable Housing Payment; or
 - (b) is to be applied to the provision of Additional Affordable Housing Dwellings within the Development in accordance with the Additional Affordable Housing Scheme (as agreed or determined) having due regard to any Affordable Housing Feasibility Statement; or
 - (c) is to be applied in part to the provision of Additional Affordable Housing Dwellings within the Development with the remainder being paid by way of an Additional Affordable Housing Payment and a notice pursuant to this subparagraph shall specify those Additional Affordable Housing Units within the Additional Affordable Housing Scheme (as agreed or determined) as the Council considers should be provided within the Development having due regard to any Affordable Housing Feasibility Statement
- and to the extent that the Council specifies (whether pursuant to paragraph (b) or (c)) that any Additional Affordable Housing Dwellings are to be provided it may specify that one or more of any such Additional Affordable Housing Dwellings are provided as Converted Affordable Housing Dwellings PROVIDED ALWAYS THAT in providing any such Converted Affordable Housing Dwellings the total number of Affordable Rent Dwellings to be provided pursuant to this Agreement shall not exceed 40% of the total number of Affordable Housing Dwellings.
- 2.22 In the event the Council's notice pursuant to paragraph 2.21(c) above shall specify which of the Additional Affordable Housing Units contained in the Additional Affordable Housing Scheme (as agreed or determined) are to be provided within the Development, the Owner shall within 10 Business Days serve notice on the Council as to whether it agrees the Council's proposals and if it does not agree the Council's proposals it shall state its alternative proposals and the reasons therefor and if the

Additional Affordable Housing Units to be provided have not been agreed within a period of 10 Business Days following the Owner's notice, then the matter shall be referred to the Specialist for determination pursuant to clause 20 PROVIDED THAT for the avoidance of doubt, the Owner shall not be entitled to object to the Council's proposal as referred to in this paragraph on the basis that no Additional Affordable Housing Units should be required to be provided within the Development or that an Additional Affordable Housing Payment should be made in lieu of such Additional Affordable Housing Units being provided other than on the basis of the Affordable Housing Feasibility Statement.

- 2.23 In the event the Council shall serve notice on the Owner pursuant to paragraph 2.21(c), above the Additional Affordable Housing Payment shall be arrived at by taking the Applicable Surplus and deducting the value of each of the Additional Affordable Housing Dwellings to be delivered as identified in the Affordable Housing Equation.
- 2.24 Where paragraphs 2.21(c) and 2.22 above apply references to the Additional Affordable Housing Scheme (as agreed or determined) in paragraph 2.25 shall be construed as a reference to such part(s) of the Additional Affordable Housing Scheme (as agreed or determined) as applicable.

Additional Affordable Housing Dwellings

- 2.25 Where the Owner is required to provide Additional Affordable Housing Dwellings:
- (a) such Additional Affordable Housing Dwellings shall be provided within the Development in accordance with the Additional Affordable Housing Scheme (as agreed or determined) and otherwise in accordance with the relevant Condition; and
 - (b) the obligations and covenants on the part of the Owner in relation to Affordable Housing Dwellings in this Fifth Schedule shall apply mutatis mutandis to such Additional Affordable Housing Dwellings.
- 2.26 For the avoidance of doubt, in the event of a Surplus, the Owner can only be required to provide Additional Affordable Housing Dwellings in respect of any Initial Viability Appraisal and/or Intermediate Viability Appraisal relating to each of Phase 2 and Phase 3 and the full amount of any Applicable Surplus arising in respect of the Initial Viability Appraisal and/or Intermediate Viability Appraisal relating to Phase 1 shall be payable to the Council as an Additional Affordable Housing Payment.
- 2.26A The Council shall apply any Additional Affordable Housing Payment solely towards the provision of Affordable Housing in the Borough.

Additional Affordable Housing Payment

- 2.27 Where an Additional Affordable Housing Payment is payable to the Council, unless an alternative threshold is agreed by the Council, the Owner shall not Occupy more than 50% of the Market Dwellings in the Phase to which the Additional Affordable Housing Payment relates until the said payment has been made to the Council.

Expiry of Initial Viability Appraisal and Additional Affordable Scheme

- 2.28 If:
- (a) Commencement has not occurred in respect of a Phase to which the Initial Viability Appraisal relates within 24 calendar months from the date on which Initial Viability Appraisal is agreed by the Council or (as the case may be) determined by the Specialist; or
 - (b) Commencement in respect of a Phase to which an Initial Viability Appraisal relates has occurred, but in the Council's reasonable opinion, the Owner is not proceeding diligently (in all the circumstances) with construction of the works comprised within the relevant Phase
- the Council may serve notice on the Owner stating that the relevant Initial Viability Appraisal shall be taken to have expired.
- 2.29 If the Owner shall dispute that the circumstances in sub-paragraph (a) or (b) of paragraph 2.28 above apply as specified in the Council's notice, it may serve notice accordingly within 40 Business Days of receipt of the Council's notice and shall accompany any such notice with reasons, together with documentary evidence supporting the Owner's case and if the dispute is not resolved within 10 Business Days thereafter, the matter shall be referred to the Specialist for determination PROVIDED THAT if the Owner shall not serve a notice pursuant to this paragraph 2.29, the Initial Viability Appraisal in question shall be deemed to be expired at the end of the period of 40 Business Days following service of the Council's notice pursuant to paragraph 2.28 above.
- 2.30 Where an Initial Viability Appraisal is deemed to have expired or it is agreed or determined that an Initial Viability Appraisal shall be taken to have expired, then the Owner shall within 40 Business Days of such deemed expiration or agreement or determination as aforesaid, submit to the Council an up to date Initial Viability Appraisal in respect of the Phase in question and the process set out in paragraphs 2.3 to 2.5 and 2.15 to 2.26 above shall apply mutatis mutandis to such updated Initial Viability Appraisal and any requirement to provide Additional Affordable Housing Dwellings or an Additional Affordable Housing Payment in respect of such Phase.

Intermediate Viability Parameters Assessment and Intermediate Viability Assessment

- 2.31 At the same time as it gives notice pursuant to clause 5.1(d) and on the date every 3 months thereafter until the Intermediate Review Date in respect of each Phase, the Owner shall provide a written report to the Council containing the following information in respect of those Plots where construction will be begun prior to the Intermediate Review Date in respect of the Phase in question:
- (a) the Owner's best estimate of the date upon which works to construct the Base Slab for each building within such Phase will begin;
 - (b) in respect of each Base Slab under construction, the actual date upon which works to construct such Base Slab commenced; and

- (c) in each case, the percentage of residential floorspace within such Phase which is to be provided within the buildings to which such Base Slab relates

each such report to be accompanied by a plan identifying each building referred to in the report.

- 2.32 The Owner shall undertake an Intermediate Viability Parameters Cost/Value Appraisal as at the Intermediate Review Date and not later than the date 20 Business Days after the Intermediate Review Date the Owner shall give notice (an "Intermediate Review Notice") to the Council that either:

- (a) the Return is not materially different; or
- (b) the Return is materially different in which event the Owner shall not later than 20 Business Days after the Intermediate Review Notice provide an Intermediate Viability Appraisal for the relevant Phase

and in either case to support its notice the Owner shall provide to the Council the relevant costs and value inputs (whether or not the costs and value inputs are materially different to those in the Initial Viability Appraisal), (where relevant) an updated Return and, where there is a material change in the Return, a calculation of any Surplus and, where the Surplus arises in respect of Phase 2 or Phase 3, a draft Additional Affordable Housing Scheme and/or an Affordable Housing Feasibility Statement.

- 2.33 In the event that the Council shall consider that the Intermediate Review Date has occurred and that more than 20 Business Days have passed without the Owner giving the notice and other information required by paragraph 2.32, then the Council may serve notice accordingly on the Owner and the Owner shall not later than 10 Business Days from the Council's notice fulfil the requirements of paragraph 2.32 accordingly PROVIDED THAT if the Owner shall dispute that the Intermediate Review Date has occurred it shall within 10 Business Days of receipt of the Council's notice serve notice on the Council accordingly, together with documentary evidence supporting the Owner's case, and if the dispute has not been resolved within a further 10 Business Days thereafter then the matter shall be referred to the Specialist for determination and where it is determined that the Intermediate Review Date has occurred then the Owner shall comply with the requirements of paragraph 2.32 within 10 Business Days of such determination.

- 2.34 The Council and/or its appointed consultants shall be entitled to request in writing such further information as it or they (acting reasonably) deem relevant or reasonable in connection with an Intermediate Viability Parameters Cost/Value Appraisal and/or Intermediate Viability Appraisal and the Owner shall as soon as reasonably practicable and in any event within 20 Business Days of such request, provide the Council with the information requested.

- 2.35 No later than 20 Business Days following the later of the Owner's notice and, if applicable, the Owner providing the Intermediate Viability Appraisal pursuant to paragraph 2.32 above, the Council shall serve notice on the Owner confirming whether the Intermediate Viability Parameters Costs/Value Appraisal and, where applicable, the Intermediate Viability Assessment, the draft Additional Affordable Housing Scheme and/or the Affordable Housing Feasibility Statement ("the

Relevant Appraisal Documents") are agreed and if one or more of the Relevant Appraisal Documents are not so agreed, then for a period of 10 Business Days ("IV Negotiation Period"), following service of the Council's notice the Owner and the Council shall negotiate and use All Reasonable Endeavours to achieve in each case an agreed Relevant Appraisal Document PROVIDED THAT if one or more of the Relevant Appraisal Documents are still not agreed at the end of the IV Negotiation Period, then the same shall be referred to the Specialist for determination pursuant to clause 20, such referral to be made within 10 Business Days following expiry of the IV Negotiation Period and the provisions of paragraphs 2.18 and 2.19 shall apply to such referral mutatis mutandis.

- 2.36 Where an Intermediate Viability Appraisal in respect of Phase 2 or Phase 3 concludes there is a Surplus, then the provisions of paragraphs 2.21 – 2.24 shall apply mutatis mutandis to the application of the Applicable Surplus arising therefrom so that reference to the Initial Viability Appraisal were references to Intermediate Viability Appraisal and reference to the Relevant Report were deleted.
- 2.37 Where following conclusion of an Intermediate Viability Appraisal in respect of Phase 3 further Reserved Matters Applications are submitted in respect of Phase 3 which if approved would, in the Council's reasonable opinion, result in there being an Applicable Surplus (where one did not previously arise following the application of paragraphs 2.32 to 2.36) or result in an increase in any Applicable Surplus previously determined in respect of Phase 3, then the Council may serve notice on the Owner (accompanied by reasons for the Council's conclusions) requiring the Owner to take the steps set out in paragraphs 2.32 to 2.36 on the basis of the Development in Phase 3 as then proposed having regard to the Reserved Matters Applications as referred to in this paragraph 2.37, whereupon the Owner shall take such steps and the provisions of paragraphs 2.32 to 2.37 shall apply mutatis mutandis as if reference to the Intermediate Review Date was a reference to the Council's notice pursuant to this paragraph 2.37.

Memorandum

- 2.38 Within 15 Business Days of the Owner and the Council agreeing or the Specialist determining:
- (a) the Return; and (if applicable)
 - (b) an Additional Affordable Housing Scheme; and/or
 - (c) an Additional Affordable Housing Payment
- the Owner and the Council shall record the Return and (if applicable) the Additional Affordable Housing Scheme and/or Additional Affordable Housing Payment by signing and completing a Memorandum for the relevant Phase.
- 2.39 The time periods specified in this paragraph 2 for any submission, referral, service of notice or negotiation shall each be deemed subject to a proviso "or such other period as may be agreed between the Owner and the Council".
- 2.40 The Parties hereby acknowledge that in complying with the provisions of this paragraph 2 they shall have regard to the provisions of the worked example (where applicable) in Annexes 2, 3 and 4 to this Fifth Schedule.

- 2.41 For the avoidance of doubt, the amount of any Additional Affordable Housing Payment or Additional Affordable Housing Dwellings required to be paid or provided in relation to an Initial Viability Appraisal or Intermediate Viability Appraisal cannot be reduced as a result of any subsequent Initial Viability Appraisal or Intermediate Viability Appraisal.

3 Restriction on Occupation of Market Dwellings

- 3.1 The Owner shall not Occupy:
- (a) more than 50% of the Market Dwellings in Phase 1 unless and until at least 50% (by Habitable Room) of the Affordable Housing Dwellings to be provided in that Phase have been Completed and Transferred to a Registered Provider and written notice of such transfer has been given to the Council;
 - (b) more than 50% of the Market Dwellings in Phase 2 unless and until at least 50% (by Habitable Room) of the Affordable Housing Dwellings to be provided in that Phase have been Completed and Transferred to a Registered Provider and written notice of such transfer has been given to the Council; and
 - (c) more than 50% of the Market Dwellings in Phase 3 unless and until at least 50% (by Habitable Room) of the Affordable Housing Dwellings to be provided in that Phase have been Completed and Transferred to a Registered Provider and written notice of such transfer has been given to the Council.
- 3.2 The Owner shall not Occupy more than 90% of the Market Dwellings in any Phase unless and until all the Affordable Housing Dwellings to be provided in that Phase have been Completed and Transferred to a Registered Provider and written notice of such transfer has been given to the Council.

4 Affordable Housing Agreement

- 4.1 In respect of each Phase of the Development the Owner will use Reasonable Endeavours to enter into an Affordable Housing Agreement/Affordable Housing Agreements with a Registered Provider(s) in respect of the Affordable Housing Dwellings in that Phase prior to Commencement of any Dwellings in that Phase (or if that is not possible as soon as reasonably practicable thereafter) and forthwith upon such Affordable Housing Agreement(s) having been entered into the Owner shall notify the Council of the identity of the Affordable Housing Provider(s) which is/are party to such Affordable Housing Agreement(s) together with (by reference to a plan) the location within the Development and tenure type of each of the Affordable Housing Dwellings the subject of the Affordable Housing Agreement(s) PROVIDED THAT for the avoidance of doubt:
- (a) the Owner's obligation under this paragraph 4 shall be without prejudice to the Owner's other obligations in this Fifth Schedule so that if despite using Reasonable Endeavours the Owner is unable to enter into an Affordable Housing Agreement or Agreements prior to Commencement of the Phase in question that shall not affect the Owner's obligations to provide the Affordable Housing Dwellings and Transfer the same to a Registered

Provider nor shall it affect any other obligations imposed herein in relation to the provision of the Affordable Housing Dwellings; and

- (b) for the avoidance of doubt but without prejudice to paragraph a of this paragraph 4.1 nothing in this paragraph 4 shall prevent the Owner from Commencing the Development or any Phase of the Development in circumstances where the Owner has been unable to enter into an Affordable Housing Agreement at that date.

5 Restriction on Occupation of Affordable Dwellings

5.1 The Affordable Housing Dwellings shall not be Occupied other than as Affordable Housing for the tenure type for which they have been provided PROVIDED THAT such restrictions shall not be binding or enforceable against the following:

- (a) any mortgagees of a Registered Provider or any receiver appointed by such mortgagees;
- (b) a person who is a successor in title to or derives title through or under any mortgagees referred to in clause 9.1 or the Registered Provider at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;
- (c) any mortgagees of a residential tenant or person to whom a Registered Provider grants a shared ownership lease or transfer or any receiver appointed by such mortgagees;
- (d) a 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 any mortgagee pursuant to clause 9.1;
- (e) any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling;
- (f) any tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Dwelling; and
- (g) any tenant staircasing to ownership of 100% of the equity of a Shared Ownership Dwelling pursuant to a shared ownership lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees.

5.2 No Affordable Housing Dwelling shall be under-let or sub-let without the prior written consent of the Registered Provider upon being satisfied that the Occupation requirements in this Fifth Schedule are or have been satisfied in relation to such under-lessee or sub-lessee.

6 Design and construction of Affordable Dwellings

6.1 The Owner will construct the Affordable Housing Dwellings in accordance with the Design and Quality Standards.

- 6.2 The Owner will design and construct the Affordable Housing Dwellings so that there is no material difference in generic quality levels of materials and workmanship affecting the external appearance of the building between the Affordable Housing Dwellings and the Market Dwellings.

7 Service and Estate Management Charges

- 7.1 As far as practicable and subject to the provisions of paragraph 7.4 the Owner shall design the Affordable Housing in consultation with the relevant Registered Provider with the intention of minimising the Affordable Housing Service Charges and the Affordable Housing Estate Management Charges.
- 7.2 The Owner shall not impose any Affordable Housing Service Charges which shall relate to any part of the Development or facilities which the occupiers of the relevant Affordable Housing Dwellings do not have access to, the use of or benefit of.
- 7.3 The Owner shall not impose any Affordable Housing Estate Management Charges which shall relate to any facilities, services or features of the Development in respect of which the occupiers of the relevant Affordable Housing Dwellings do not enjoy any material benefit, have access to, the use of or the benefit of.
- 7.4 The Affordable Housing Service Charges and the Affordable Housing Estate Management Charges shall be affordable and the Owner covenants with the Council to work together with the Registered Provider and the Council to take reasonable steps (including in the design and construction of the Affordable Housing Dwellings) to keep the Affordable Housing Service Charges and the Affordable Housing Estate Management Charges as low as reasonably practicable with the objective of maintaining the Affordable Housing Dwellings as Affordable Housing. For the avoidance of doubt this paragraph 7.4 does not require the cross-subsidy of the Affordable Housing Service Charges or the Affordable Housing Estate Management Charges by the Market Dwellings and that the Affordable Housing Service Charges and the Affordable Housing Estate Management Charges should always be a fair and reasonable proportion of the actual costs incurred in relation to the Affordable Housing and the same shall not restrict or prevent the provision of facilities, services or other features to a Market Dwelling or the accumulation of any sinking fund irrespective of any service charge.

8 Affordable Housing Car Parking

- 8.1 The availability of car parking for the Affordable Housing Dwellings shall be at no less a level of availability as for the Market Dwellings.

9 Income thresholds and affordability

- 9.1 Subject to paragraphs 9.2 and 9.3, unless otherwise agreed by the Council, the Intermediate Dwellings shall be provided for and be affordable to households whose income accords with the Income Threshold.
- 9.2 For a period of 3 months from the date when any Intermediate Dwellings become available for first letting or sale, such Intermediate Dwellings shall be offered to persons whose income does not exceed the LBL Income Threshold.
- 9.3 If at the end of the period of 3 months prescribed by paragraph 9.2, an offer in respect of an Intermediate Dwelling has not been accepted by a person whose income does not exceed the LBL Income Threshold or, where such an offer has

been accepted, the transfer or lease of the Intermediate Dwelling is not completed within a further period of 3 months following the acceptance of the offer, then such Intermediate Dwelling may be offered to persons whose income does not exceed the GLA Threshold.

10 Letting of Affordable Rent Dwellings

10.1 In the event that Financial Assistance is obtained to assist with the acquisition of the Affordable Rent Dwellings then upon first letting the Affordable Rent Dwellings shall be let as follows:

- (a) For as long as the Protocol subsists in accordance with the arrangements provided for in the Protocol;
- (b) In the event that the Protocol ceases to exist or is replaced and in place of the same a successor or replacement agreement or set of arrangements exists then the Affordable Rent Dwellings shall be let in the order of priority provided for in such successor agreement or set of arrangements;
- (c) In the event that the Protocol ceases to exist and at any relevant time there is no agreement to succeed or replace the Protocol then the Affordable Rent Dwellings shall be let in the order of priority below:
 - (i) to any existing tenant of the Council or the Registered Provider who will vacate a 3 bedroom or larger property in the Sub-Region;
 - (ii) to an existing tenant of the Council or the Registered Provider who will vacate an existing property in the Sub-Region;
 - (iii) to an applicant for housing who is on the Council's housing register.

10.2 In the event that sub-paragraph 10.1(c)) applies the following requirements shall be complied with:

- (a) during the First Nomination Period Reasonable Endeavours shall be used to let the Affordable Rent Dwellings to persons falling within sub-paragraph (c)(i) of paragraph 10.1;
- (b) during the Second Nomination Period the Owner shall continue to use Reasonable Endeavours to let the Affordable Rent Dwellings (where they are not already the subject of an offer to let to persons falling within sub-paragraph 10.1(c)(i)) to persons falling within sub-paragraph 10.1(c)(i) but shall also be entitled to offer to let the Affordable Housing Units to persons falling within sub-paragraph 10.1(c)(ii); and
- (c) during the Third Nomination Period (and following the expiry of the same) the Owner shall continue to use Reasonable Endeavours to let the Affordable Rent Dwellings (where they are not already the subject of an offer to let to persons falling within sub-paragraph 10.1(c)(i) or 10.1(c)(ii)) to persons falling within sub-paragraph 10.1(c)(i) or 10.1(c)(ii) but the Affordable Rent Dwellings may also be offered for letting to persons falling within sub-paragraph 10.1(c)(iii).

- 10.3 In the event that Financial Assistance is not obtained to assist with the acquisition of the Affordable Rented Units then upon first letting the Affordable Rent Dwellings shall be let in the order of priority below:
- (a) to any existing tenant of the Council or a Registered Provider who will vacate a 3 bedroom or larger property in the Borough;
 - (b) to any existing tenant of the Council or a Registered Provider who will vacate a property in the Council's Area;
 - (c) to any applicant for housing who is on the Council's housing register or who (with the Council's prior approval) meets the Registered Provider's eligibility criteria.

11 Sale of Shared Ownership Dwellings

- 11.1 For as long as the Housing Options Service Level Agreement subsists the Shared Ownership Dwellings shall (without prejudice to paragraph 5.1 but subject to the remaining provisions of this Fifth Schedule) on first letting/sale be let in accordance with the arrangements provided for in the Housing Options Service Level Agreement and in all cases to persons whose household income does not exceed the Income Threshold.
- 11.2 In the event that the Housing Options Service Level Agreement ceases to exist or is replaced and in place of the same a successor or replacement agreement or set of arrangements exists the Shared Ownership Dwellings shall (without prejudice to paragraph 5.1 but subject to the remaining provisions of this Fifth Schedule) on first letting/sale be let on Shared Ownership Leases in the order of priority provided for in such successor agreement or set of arrangements in all cases to persons whose household income does not exceed the Income Threshold.
- 11.3 In the event that the Housing Options Service Level Agreement ceases to exist and at any relevant time there is no agreement to succeed or replace the Housing Options Service Level Agreement the Shared Ownership Dwellings shall (without prejudice to paragraph 5.1 but subject to the remaining provisions of this Fifth Schedule) on first letting/sale be let in the order of priority below (unless otherwise agreed by the Council):
- (a) to any person residing within the Council's Area and who is an existing tenant of the Council or an Affordable Housing Provider;
 - (b) to any person who is registered for re-housing with the Council and who is recognised by the Council as being in Housing Need;
 - (c) to existing home owners for whom their current housing is unsuitable because of the disability of a member of the household and for whom suitable and affordable alternatives are not available on the open market;
 - (d) to Key Workers;
 - (e) to any lessee pursuant to a Shared Ownership Lease who occupies a property which is either overcrowded or under-occupied

and in all cases to persons whose household income does not exceed the Income Threshold (with the exception of Key Workers who for the avoidance of doubt shall

be subject to the income thresholds referred to in the definition of the term "Key Worker" in clause 1.1).

- 11.4 Where a Shared Ownership Dwelling has been marketed for at least 3 months (and the Owner has provided evidence to the Council that it has been so marketed) but the Owner has been unable to let it in accordance with paragraph 11.3 then such Intermediate Dwelling shall be let to any other person considered eligible for such Intermediate Dwelling by the relevant Registered Provider in all cases being persons whose household income does not exceed the Income Threshold.
- 11.5 Each Shared Ownership Lease shall include covenants and provisions in such form as is consistent with the Fundamental Clauses to the effect that any Shared Ownership Lessee (whether or not that lessee has achieved the purchase of one hundred percent (100%) of the equity of a Shared Ownership Dwelling) is first obliged to offer to assign his interest in the Shared Ownership Dwelling at open market value to such nominee as the Registered Provider may specify (if any) before being able to assign his interest in the Shared Ownership Dwelling on the open market the said covenant also containing requirements that:
- (a) a market value valuation of the Shared Ownership Dwelling Lessee's interest must first have been agreed;
 - (b) the Registered Provider is given a reasonable period (not more than 30 Business Days) in which to nominate a nominee; and
 - (c) the nominee is given reasonable periods (not more than 3 months) in which to
 - (i) accept the Shared Ownership Dwelling Lessee's offer
 - (ii) following (i) above exchange contracts and
 - (iii) following (ii) above complete the assignment of the Shared Ownership Dwelling Lessee's interest

PROVIDED ALWAYS THAT such covenant in any Shared Ownership Dwelling Lease may cease to apply where the period of 21 years has elapsed following the date the Shared Ownership Dwelling Lessee achieved the purchase of 100% of the equity of a Shared Ownership Dwelling.

- 11.6 When nominating a nominee pursuant to paragraph 11.5 the Registered Provider shall consider potential nominees in accordance with paragraph 11.3.
- 11.7 Whilst this planning obligation remains in force (and whether or not the terms of a Shared Ownership Dwelling Lease require it) prior to assigning under-letting or otherwise parting with his interest in a Shared Ownership Dwelling on the open market (whether or not that assignment under-letting or otherwise parting with his interest involves 100% of the equity of a Shared Ownership Dwelling) the Shared Ownership Dwelling Lessee shall offer to surrender his interest in the Shared Ownership Dwelling to the Registered Provider or to assign the same to such nominee as the Registered Provider may specify (if any) and the following provisions shall apply:
- (a) the Registered Provider shall use Reasonable Endeavours (including the payment of money) to either accept a surrender of the leaseholder's

interest or alternatively nominate a nominee to purchase the leaseholder's interest;

- (b) the provisions in the Shared Ownership Dwelling Lease relating to surrender by the leaseholder shall apply where the Registered Provider accepts the surrender of the leaseholder's interest;
- (c) the provisions in the Shared Ownership Dwelling Lease relating to assignment to a purchaser nominated by the Registered Provider shall apply where the Registered Provider elects to nominate a nominee to purchase the leaseholder's interest; and
- (d) the offer by the leaseholder to surrender his interest shall be made in the form of a written notice.

12 Wheelchair Housing

- 12.1 10% of the Affordable Rent Dwellings shall be constructed and (subject to the provisions of paragraphs 12.2 and 12.3 below) fitted out as Wheelchair Units.
- 12.2 When submitting the details required to be submitted to the Council for approval pursuant to paragraph 1.3, the Owner shall also identify the location of those Affordable Rent Dwellings to be provided as Wheelchair Units ("Affordable Rent Wheelchair Units") and when approving the said details, the Council shall notify the Owner as to the number and location of those Affordable Rent Dwellings which are required to be constructed and fitted out as Wheelchair Units, such requirement to be based on the Council's waiting list for the time being for affordable rent wheelchair units for the area in which the Site is situated.
- 12.3 The Owner shall thereafter:
 - (a) construct the Affordable Rent Wheelchair Units that are required to be constructed and fitted out as Wheelchair Units as notified to the Owner by the Council pursuant to paragraph 12.2 as Wheelchair Units and fit the same out in accordance with the Wheelchair Homes Guidelines; and
 - (b) shall construct any remaining Affordable Rent Wheelchair Units so that they are Easily Adaptable in accordance with the said guidelines.
- 12.4 Subject to the remaining provisions of this paragraph 12, at least 10% of the Market Dwellings shall be constructed as Wheelchair Units ("Market Dwelling Wheelchair Units") and 10% of the Intermediate Dwellings shall be constructed as Wheelchair Units ("Intermediate Wheelchair Units").
- 12.5 A parking space shall be provided at all times for each Wheelchair Unit (and unless otherwise agreed between the Owner and the Registered Provider, such space shall be provided free of charge in respect of the Affordable Rent Wheelchair Units) and where a communal access is to be the principal access for occupiers of the Wheelchair Units the specification for the said communal access shall not be less than the specification for access for Wheelchair Units under the Wheelchair Homes Guidelines.
- 12.6 Subject to the following provisions of this paragraph 12, the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units shall be fitted out in accordance with the Wheelchair Homes Guidelines.

- 12.7 At least 1 month prior to commencement of marketing of the Market Dwellings, the Owner shall submit the Wheelchair Unit Marketing Strategy to the Council for approval and as from the relevant date provided in the Wheelchair Unit Marketing Strategy as approved by the Council, shall commence marketing of the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units in accordance with the Wheelchair Unit Marketing Strategy and shall continue such marketing for a period of at least 6 months (or such other period as may be agreed between the Owner and the Council) and shall use Reasonable Endeavours to agree terms with and dispose of the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units to wheelchair users.
- 12.8 The Owner shall not Occupy or market or dispose of any of the Market Dwelling Wheelchair Units or Intermediate Wheelchair Units to persons other than wheelchair users, save in accordance with paragraphs 12.9 and 12.10 below.
- 12.9 Not later than 10 Business Days following the end of the 6 month period referred to in paragraph 12.7 (or such other period as may be agreed between the Owner and the Council when the Council approves the Wheelchair Unit Marketing Strategy), the Owner shall submit documentary evidence to the Council demonstrating the following:
- (a) that the Wheelchair Unit Marketing Strategy has been fully complied with; and
 - (b) in relation to the Market Dwelling Wheelchair Units and/or the Intermediate Wheelchair Units disposed of to wheelchair users, details of the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units in question, as well as details of the persons to whom each of the Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units have been disposed of; and
 - (c) in respect of all Market Wheelchair Units and Intermediate Wheelchair Units disposed of to wheelchair users as referred to in sub-paragraph (b) of this paragraph 12.10, that prior to completion of such disposal, those Wheelchair Units were fitted out in accordance with the Wheelchair Housing Guidelines.
- 12.10 In the event that any of the Market Dwelling Wheelchair Units and/or the Intermediate Wheelchair Units remain undisposed of at the end of the period of 6 months referred to in paragraph 12 (or such other period as may be agreed between the Owner and the Council), then within 15 Business Days of receipt of the documentary evidence and other details referred to in paragraph 12.9, the Council shall serve notice on the Owner:
- (a) confirming (if it be the case) that it is satisfied that the Wheelchair Unit Marketing Strategy shall have been fully complied with, whereupon the Owner shall construct such Market Dwelling Wheelchair Units and the Intermediate Wheelchair Units so that they are Easily Adaptable and thereafter, the Owner shall be entitled to dispose of the same as Market Dwellings or Intermediate Dwellings (as the case may be); or
 - (b) confirming (if it be the case) that it is not satisfied that the Wheelchair Unit Marketing Strategy has been complied with and specifying those

reasonable steps which it considers the Owner is required to take for a further period as may be agreed between the Owner and the Council (but being not more than 3 months) in order to comply with the Wheelchair Unit Marketing Strategy.

PROVIDED THAT in the event that the Council shall serve notice on the Owner pursuant to paragraph 12.9(b) then the process set out in paragraphs 12.7 and 12.9 shall apply mutatis mutandis save that the period of 6 months referred to in paragraph 12.7 (or such other period as may have been agreed between the Owner and the Council when the Council approves the Wheelchair Unit Marketing Strategy) shall be taken to be such period as may be agreed between the Owner and the Council pursuant to paragraph 12.10(b) above (being not more than 3 months).

- 12.11 Those Affordable Rent Dwellings which are provided as Wheelchair Units pursuant to the provisions of this paragraph 12 shall not be Occupied other than as Wheelchair Units of the Affordable Housing tenure type for which they have been provided.
- 12.12 Those Market Dwellings provided as Wheelchair Units pursuant to the provisions of this paragraph 12 shall not be Occupied by the First Residential Occupier of each such Wheelchair Unit other than as Wheelchair Units.
- 12.13 Save in respect of any antecedent breach, following Transfer of any Intermediate Wheelchair Units to a Registered Provider the marketing of such Intermediate Wheelchair Units shall be the responsibility of the Registered Provider and the Owner shall have no liability in respect of such marketing pursuant to paragraph 12.7 to 12.10.

ANNEX 1

Affordable Dwelling Size Mix

Dwelling Type	Affordable Rent Dwellings	Intermediate Dwellings
	Range	Range
1 bedroom/2 person	18-23%	25-30%
2 bedroom/4 person	38-43%	65-74%
3 bedroom/6 person	27-33%	1-6%
4 bedroom/6-8 persons	2-7%	0%

Note:

The range of figures in each case are expressed as percentages of the total number of Dwellings of a corresponding size that are to be provided within the Development.

ANNEX 2

Worked Example - Affordable Housing Equation

1. Example 1 - Application of Applicable Surplus towards Additional AHD as combination of Intermediate (Shared Ownership) and Affordable Rent in accordance with tenure mix

$$\text{AAHD} = \frac{\text{AS} + \text{AHF}}{(\text{VMD less VPAHD 1,2})}$$

Applicable Surplus (AS)	£2,400,000
Affordable Housing Funding (AHF)	£0
Market residential value (VMD)	£500,000 per unit
Weighted AH unit value (VPAHD 1,2)	<u>£252,000 per unit</u>
VMD less VPAHD 1,2	£248,000

Additional Affordable Housing Units	9.677 units
Additional Affordable Housing Units	9 (rounded down)

9 AAHD applied to the tenure mix of 70/30 = 7 Intermediate (Shared Ownership) units + 2 Affordable Rent units

Residual Sum (RS)	£2,400,000 less ((7x £300,000) + (2x (£140,000))) = £20,000
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Example 1 conclusion:

Market residential:	841 units (84.1% of total)
Affordable Rent:	47 units
Intermediate:	112 units
Total dwellings:	1000 units

2. Example 2 - Application of Applicable Surplus towards Converted AHD from Intermediate to Affordable Rent

$$\text{CAHD} = \frac{\text{AS} + \text{AHF}}{(\text{EVAHD 1 less VPAHD 2})}$$

Applicable Surplus (AS)	£2,400,000
Affordable Housing Funding (AHF)	£0
Intermediate (EVAHD 1)	£300,000 per unit
Affordable Rent value (VPAHD 2)	£140,000 per unit
EVAHD 1 less VPAHD 2	£160,000

Intermediate Units reduced	15
Affordable Rent Units increased	15
Residual Sum	0.0 x £160,000 = £0

Example 2 conclusion for maximum conversion:

Market residential:	850 units (85% of total)
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Affordable Rent:	60 units (=40% of AHD)
Intermediate:	90 units
Total dwellings:	1000 units

ANNEX 3

Worked Example – Return

Indicative worked examples of the Return as a result of the Initial Viability Appraisals and Intermediate Viability Appraisals (if any) for each Phase.

Return (refer to Definitions in clause 1 of this Deed)

- Phase 1 IRR = $IRR^{T=P1, IVA}$; or
 $IRR^{T=P1+50\%, INT} + IRR^{T=P1, IVA (amended)}$
- Phase 2 IRR = Phase 1 IRR + $IRR^{T=P2, IVA}$; or
Phase 1 IRR + $IRR^{T=P2+50\%, INT} + IRR^{T=P2, IVA (amended)}$
- Phase 3 IRR = Phase 1 IRR + Phase 2 IRR + $IRR^{T=P3, IVA}$; or
Phase 1 IRR + Phase 2 IRR + $IRR^{T=P3+50\%, INT} + IRR^{T=P3, IVA (amended)}$

Where: **T** = the dates of the IVA or INT based on costs and values at those dates

P1, P2, P3 = the dates of the IVA for Phase 1 or Phase 2 or Phase 3

P1, P2, P3 + 50% = the dates of the INT (if any) being the date the works to construct the Base Slab or Base Slabs representing approximately 50% of the phase have begun for Phase1, Phase2, or Phase3.

IVA = Initial Viability Appraisal of the entire Phase.

IVA (amended) = Initial Viability Appraisal of only that part of the Phase where the works to construct the Base Slabs representing approximately 50% of the phase have begun at P1, P2, or P3 + 50%, but using costs and values P1, P2, or P3.

INT = Intermediate viability assessment of the part of the relevant Phase where the works to construct the Base Slabs have yet to begin at P1, P2, or P3 + 50% with costs and values at P1, P2, or P3 + 50%.

IRR = Internal Rate of Return arising from the IVA or INT based on costs and values at T

If: Phase 1 IRR > Trigger IRR = Surplus
Phase 2 IRR > Trigger IRR = Surplus
Phase 3 IRR > Trigger IRR = Surplus

Whereby: if a Surplus arises for a Phase, the IRR for that Phase reduces to the monetary equivalent of an IRR of 20% (or as agreed at the time in accordance with the Trigger IRR) for the calculation of future Phases. The Applicable Surplus is then calculated.

Illustrative Examples:

- 1) Say, for Phase 1 the IVA ($IRR_{T=P1, IVA} = 9\%$), but no INT is triggered for Phase 1, the IRR for Phase 1 is 9% and therefore no surplus and therefore no Applicable Surplus arises.
- 2) Assume say (1) and for the IVA for Phase 2 ($Phase\ 1\ IRR + IRR_{T=P2, IVA} = 16\%$ IRR, but no INT is triggered for Phase 2 the combined IRR for Phases 1 and 2 is 16% and therefore no Surplus and therefore no Applicable Surplus arises.
- 3) Assume say (1) and following the IVA for Phase 2 the INT is triggered giving rise to a ($Phase\ 1\ IRR + IRR_{T=P2+50\%, INT} + IRR_{T=P2, IVA\ (amended)} = 23\%$ IRR, Surplus arises of a 3% of which the Applicable Surplus (40/100) will be converted into a monetary amount (see Annex 4)
- 4) Assume say (3), the Phase 3 IRR will assume the IRR for Phase 1 and Phase 2 = 20% (i.e. reduced from 23%) to which will be added the IRR arising from Phase 3 (i.e. either $Phase\ 1\ IRR + Phase\ 2\ IRR + IRR_{T=P3, IVA}$, or $Phase\ 1\ IRR + Phase\ 2\ IRR + IRR_{T=P3+50\%, INT} + IRR_{T=P3, IVA\ (amended)}$).

It is implicit in all calculations that the costs and values giving rise to the respective IRR are frozen at date T in each instance (IVA, INT, IVA (amended)) in order to derive the single IRR in accordance with the Return for each Phase.

Where the IRR exceeds the Target IRR for a particular Phase, and a Surplus is generated, in a Phase, the IRR for that Phase carried forward for the next Phase will be 20%.

Where a Surplus is generated whereby an Applicable Surplus results from a Phase, which is then converted into affordable housing to be delivered in the next Phase, the affordable housing units shall nevertheless be treated as being delivered in the Phase for which the Applicable Surplus arises. Accordingly the additional affordable housing should be excluded from the Initial Viability Appraisal and Intermediate Viability Appraisal of the following Phase(s), so to avoid double counting.

Note: References in the above worked example(s) to 'Approximately 50%' shall be construed having regard to the variable percentages contemplated within the definition of "Intermediate Review Date" in clause 1 of this Deed.

ANNEX 4

Worked Example - Surplus and Applicable Surplus

This example considers the pre-implementation review

PART 1 - Calculation of Surplus

1. Scheme details submitted :

Market residential:	850 units (85% of total)
Affordable Rent:	45 units
Intermediate (Shared Ownership):	<u>105 units</u>
Total dwellings:	1000 units
Affordable percentage	15% (by hab rms; & indicative by units in this case)
Percentage of overall Scheme area	17% (for indicative purpose)

2. Relevant calculated inputs:

Site Value	£110,000,000 (index linked to Phase 1 Valuation Date)
Infrastructure	agreed Infrastructure Costs
Market residential value (VMD)	£500,000 per unit ¹
Affordable Rent value (VPAHD 2)	£140,000 per unit ²
Intermediate value (VPAHD 1)	£300,000 per unit ³
Weighted AH unit value (VPAHD 1,2)	£252,000 per unit ⁴

3. Viability Appraisal outputs

Total Residential use	£462,300,000
Commercial Uses	<u>£100,000,000</u>
Total GDV	£562,300,000
Site Value	£110,000,000
Infrastructure costs	£100,000,000
Other Development Costs	<u>£306,300,000</u>
Total costs	£516,300,000
Profit	£46,000,000
IRR	21.7%

¹ This represents, for the purposes of the AH equation, a weighted average of the private market unit value at the review date

² This represents, for the purposes of the AH equation, a weighted average of the affordable rent unit value at the review date

³ This represents, for the purposes of the AH equation, a weighted average of an Intermediate Unit (Shared Ownership) value at the review date

⁴ This represents, for the purposes of the AH equation, a weighted average Intermediate Unit (Shared Ownership) and Affordable Rent units according to the tenure mix of 70/30.

FIRST VIABILITY REVIEW EVIDENCES SURPLUS

4. Calculation of Surplus

Profit of Viability Appraisal	£46,000,000
Profit if IRR equals Target IRR (20%) ⁵	<u>£40,000,000</u>
Surplus	£6,000,000

PART 2 – Calculation of Applicable Surplus

40% x £6,000,000

Applicable Surplus = £2,400,000

50% of the Applicable Surplus would be £1,200,000, therefore £1,200,000 would be a cash payment to London borough of Lewisham, and £1,200,000 would be placed into the AS element of the AH Equation below (instead of the £2,400,000 used in the example).

75% of the Applicable Surplus would be £1,800,000, therefore £600,000 would be a cash payment to London borough of Lewisham, and £1,800,000 would be placed into the AS element of the AH Equation below (instead of the £2,400,000 used in the example).

And so on and so forth.

⁵ Target IRR is calculated by adding a cost into the viability appraisal at the valuation date in order to

ANNEX 5

Current list of Registered Providers approved by the Council

1. A2 Dominion
2. Affinity Sutton
3. Amicus Horizon
4. Asra Housing Association
5. Family Mosaic Housing Group
6. Hexagon Housing Association Limited
7. Hyde Housing Association
8. Lambeth and Southwark Housing Association
9. London & Quadrant Housing Trust
10. Moat Housing Association
11. Notting Hill Housing Trust
12. Peabody Trust
13. Southern Housing Group Limited
14. Viridian Housing
15. Wandle Housing Association Limited

SIXTH SCHEDULE

Local Open Space Contribution and Publicly Accessible Land

1 Local Open Space Contribution

- 1.1 The Owner shall pay the Local Open Space Contribution to the Council in the following instalments:

- (a) £300,000 prior to Occupation of 50% of the Dwellings in Phase 2; and
- (b) £260,000 prior to Occupation of 50% of the Dwellings in Phase 3.

and the Owner shall not Occupy more than the prescribed number of Dwellings (as relevant) unless and until the relevant instalment of the Local Open Space Contribution has been paid.

2 Temporary Public Access Routes

- 2.1 The Owner shall accompany the first Reserved Matters Application in respect of each Phase with the Temporary Public Access Routes Details and the Temporary Public Access Routes Management Plan in respect of that Phase.

- 2.2 The Owner shall not Commence any Phase (other than works to provide Temporary Public Access Routes) until:

- (a) the Temporary Public Access Routes Details and the Temporary Public Access Routes Management Plan have been submitted to and approved by the Council (in consultation with TfL);
- (b) such of the Temporary Public Access Routes identified in the Temporary Public Access Routes Details as are to be provided in that Phase at the point of Commencement have been Completed in accordance with the approved Temporary Access Routes Details; and
- (c) such of the Temporary Public Access Routes referred to in paragraph (b) above are open for public use so as to allow continuous access on foot and with bicycles to and from and over the Temporary Public Access Routes to and from adjoining public routes.

- 2.3 Without prejudice to paragraph 2.4(a) and the provision of alternative Temporary Public Access Routes, no Temporary Public Access Route shall be closed or diverted, save in accordance with the Temporary Access Routes Details as approved by the Council or otherwise in accordance with the prior written approval of the Council.

- 2.4 For the duration that each Temporary Public Access Route is required to be open to the public in accordance with the Temporary Access Routes Details or as otherwise agreed with the Council) the Owner:

- (a) shall permit the public to have free of charge continuous access on foot and by bicycle over each such Temporary Public Access Routes at all times (subject to such reasonable restrictions as may be first agreed between the Council and the Owner (in consultation with TfL) in the Temporary Public Access Routes Management Plan with particular regard to the construction programme and health and safety matters associated with the construction of the Development) until such time as any relevant

permanent access (and which route (if any) shall comprise the 'relevant permanent access' for these purposes shall be agreed between the Owner and the Council during the approval process in relation to the Temporary Public Access Routes Details) or (if applicable) any alternative Temporary Public Access Route agreed with the Council (in consultation with TfL) is constructed and open for public use and any such alternative temporary access route as any be agreed with the Council shall thereupon become a Temporary Public Access Route for the purposes of this paragraph 2.4; and

- (b) shall manage and maintain such Temporary Public Access Routes in accordance with the Temporary Public Access Routes Management Plan.

3 Publicly Accessible Land Management Plan

3.1 The Owner shall not Occupy any Phase until the Publicly Accessible Land Management Plan for that Phase has been submitted to and approved by the Council.

3.2 A Publicly Accessible Land Management Plan shall make provision for the maintenance, repair, renewal, cleaning and decoration of the Publicly Accessible Open Space and the Publicly Accessible Routes within the relevant Phase including (without prejudice to the generality) maintenance, repair, renewal, cleaning and decoration any public art, hard and soft landscaping, street furniture, play space, security equipment, drainage, signage and information, lighting and all other facilities therein.

3.3 A Publicly Accessible Land Management Plan may also make provision for the following if necessary and appropriate:

- (a) effecting and maintaining third party, employee's and public liability insurance and any appropriate other insurances;
- (b) the employment of such persons as may be necessary for effecting the management and maintenance of the relevant Publicly Accessible Land;
- (c) the establishment of an appropriate management entity or entities to manage the maintenance of the Publicly Accessible Land and provide such other services or facilities in connection with the same;
- (d) a mechanism to provide for recovery of any costs incurred in the maintenance and management of the Publicly Accessible Land by way of an estate charge to be charged to the owners, tenants and occupiers of the Development.

4 Publicly Accessible Land

4.1 As from the date of Completion of each area of Publicly Accessible Land or any part thereof the Owner shall permit the general public to have free of charge continuous access:

- (a) on foot and (in respect of those parts where cycles are permitted as agreed with the Council when approving the details pursuant to Conditions in relation to the Publicly Accessible Open Space in question) by bicycle

over the Publicly Accessible Open Space in question and to and from adjoining public access areas (including those adjoining the Site); and

- (b) on foot, by bicycle and (in respect of those routes where vehicles are permitted as agreed with the Council when approving the details pursuant to Conditions in relation to the Publicly Accessible Open Space in question) by vehicle over the Publicly Accessible Routes and to and from adjoining public access areas (including those adjoining the Site).

4.2 Paragraph 4.1 shall be subject to:

- (a) Permitted Closures; and
- (b) the right of the Owner to make (from time to time) reasonable rules and regulations with regard to the conduct of persons using any Publicly Accessible Land PROVIDED THAT such rules and regulations and any modifications thereto shall not take effect nor be enforceable or enforced unless they have first been approved by the Council; and
- (c) in the event that any part of the Publicly Accessible Land shall become subject to a John Evelyn Centre Lease, the provisions of such lease.

4.3 The Owner shall at its own expense manage and maintain (including insurance against damage, loss, injuries) the Publicly Accessible Land for the life of the Development (unless and to the extent that it may become adopted as highway maintainable at the public expense) in accordance with all Publicly Accessible Land Management Plans submitted to and approved by the Council pursuant to paragraph 3.1.

4.4 Subject to paragraph 4.2 and unless otherwise agreed by the Council or approved under Conditions, the Owner shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access onto or over the Publicly Accessible Land.

4.5 Subject to paragraph 4.6, in relation to the connection of any Publicly Accessible Land to public access areas adjoining the Site, in the event that at the date such Publicly Accessible Land is Completed any such adjoining public access area ('Adjoining Public Access Area') has not been completed, then if such Adjoining Public Access Area is subsequently completed, within 30 Business Days of notice served by the Council the Owner shall open up the boundary of the Publicly Accessible Land in question so as to permit the public to pass from the Adjoining Public Access Area in question on to and over the Publicly Accessible Land in question and vice versa PROVIDED THAT this paragraph 4.5 shall cease to apply as from Completion of the Phase or part of such Phase as may immediately adjoin any Adjoining Public Access Area as is referred to in this paragraph 4.5.

4.6 Paragraph 4.5 shall be subject to the further proviso that the construction of the Adjoining Public Access Area and the materials used are of similar design and appearance to the Publicly Accessible Land which the said Adjoining Public Access Area in question is to connect on to.

5 Temporary Closures

- 5.1 In respect of any temporary closure which is referred to in sub-paragraph (b), (c) or (f) of the definition of Permitted Closure in clause 1.1 not fewer than 20 Business Days prior to the temporary closure the Owner shall submit a request to the Council for approval to such temporary closure specifying the intended date or dates of such closure and the reasons for it and also details of any alternative route if any within the Site to be made available for use by the public during any period of closure (and where the temporary closure impacts upon TfL's remit the Owner shall send a copy of any such request to TfL PROVIDED ALWAYS THAT in granting any such approval the Council may also impose reasonable terms in relation to such closure including a requirement that an alternative route within the Site be made available for use by the public during any period of closure if reasonably possible.
- 5.2 In respect of any temporary closure referred to in sub-paragraph (d) or (e) of the definition of Permitted Closure in clause 1.1:
- (a) as soon as reasonably practicable after such closure and in any event within 48 hours thereof the Owner shall notify the Council in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration); and
 - (b) subject to any lawful requirements of the police or any other competent body, thereafter the closure shall continue only on such terms as the Council may reasonably require (including the duration of the closure) by notice in writing to the Owner in response to the Owner's notice under paragraph 5.1(a) above.
- 5.3 Upon the re-opening of any Publicly Accessible Land following temporary closure the provisions of paragraph 4 above relating to public access to from and over such Publicly Accessible Land shall again apply hereto.
- 5.4 Without prejudice to the specific provisions of paragraphs 5.1 and 5.2 in relation to the availability of alternative routes within the Site for use by the public during any period of closure use All Reasonable Endeavours to ensure that where practicable alternative routes are made available within the Site for use by the public during any period of temporary closure of any Publicly Accessible Land.

6 Works in default

- 6.1 Following notice by the Council of any breach of the Owner's obligations under this Sixth Schedule, if within 2 months of such notice the Owner shall not have commenced and does not thereafter diligently proceed within a reasonable timescale to comply with the requirements of the aforementioned notice then, to the extent that rectification of the breach requires works to be carried out, the Council or the Council's nominated person or organisation may with or without workmen and others and with or without materials, plant, machinery, equipment and/or appliances, enter upon the Site in order to remedy such default (including for the avoidance of doubt, clearing any unauthorised obstruction).
- 6.2 In the event that the Council or the Council's nominated person or organisation carries out any remedial works pursuant to paragraph 6.1 above, the cost of so doing and all expenses incurred thereby shall be paid by the Owner to the Council

or the Council's nominated person or organisation (as appropriate) within 10 Business Days of demand thereof.

7 Thames Path Extension

- 7.1 When submitting the details of the Thames Path Extension as required by Condition, the Owner shall accompany such details with details of the costs incurred in carrying out the works to provide the Thames Path Extension which details shall demonstrate that the costs of such works will not be less than £100,000.

SEVENTH SCHEDULE

Telecommunications Infrastructure Monitoring, CCTV, Air Quality Monitoring and Energy Strategy

1 Telecommunications Infrastructure Monitoring

1.1 The Owner will appoint the Reception Consultant by no later than the date of submission of the first Reserved Matters Application and will at the same time commission the Reception Consultant to produce a plan showing the Survey Area.

1.2 The Owner will not Commence the Development until:

- (a) the Survey Area Plan has been submitted to and approved by the Council; and
- (b) the Initial Reception Survey has been completed and a copy of the same has been provided to the Council.

1.3 The Owner will commission the Initial Reception Survey in the joint names of the Council and the Owner (but at the Owner's sole expense).

1.4 In the event that:

- (a) at any time, more than 15 complaints are received by the Owner or the Council in relation to the Development from occupiers of properties in the Survey Area regarding deterioration in terrestrial and/or satellite television reception; and
- (b) the Reception Consultant considers it reasonable in his opinion (such opinion to be given in writing to the Council and the Owner), having regard to any previous Second Reception Surveys and Mitigation Measures already carried out in relation to the Development, to carry out a Second Reception Survey as a result of the receipt of those complaints

then the Owner will commission a Second Reception Survey in the joint names of the Council and the Owner (but at the Owner's sole expense) within 1 month of receipt of the Reception Consultant's opinion pursuant to sub-paragraph (b).

1.5 Regardless of whether or not any Second Reception Survey has been commissioned by the Owner pursuant to paragraph 1.4, the Owner will commission a Second Reception Survey in the joint names of the Council and the Owner (but at the Owner's sole expense) in relation to each Phase not later than 1 month following Completion of that Phase PROVIDED THAT for the avoidance of doubt, such second Reception Survey in relation to Phases 2 and 3 shall not only assess the impact of the Phase carried out but shall also assess the cumulative impact of the Phases carried out at that time.

1.6 Upon commissioning any Second Reception Survey pursuant to paragraphs 1.4 or 1.5 the Owner will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Owner Developer within 1 month of the date the Second Reception Survey is commissioned.

1.7 The Owner will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the Council within 5 Business Days of

receipt from the Reception Consultant, unless a copy has already been provided to the Council directly by the Reception Consultant.

- 1.8 If any Second Reception Survey indicates a material reduction in radio or television signal strength or reception or both of them to any properties in the Survey Area on comparison with the results of the Initial Reception Survey and in the opinion of the Reception Consultant that reduction is solely attributable to the Development the Owner shall forthwith proceed with all due diligence to agree appropriate Mitigation Measures with the owners and occupiers of the affected properties and shall keep the Council fully informed of all discussions with owners and occupiers and shall promptly provide the Council with copies of all correspondence and documentation regarding such Mitigation Measures.
- 1.9 The Owner shall implement such agreed Mitigation Measures as soon as reasonably practicable PROVIDED THAT the Owner may discharge its obligation hereunder by making payments directly to the owner or occupier of the premises to be the subject of the Mitigation Measures to enable that owner or occupier to carry out and complete or procure the carrying out and completion of the necessary Mitigation Measures.
- 1.10 The Owner will notify the Council within 5 Working Days of any Mitigation Measures being completed or any payment being made pursuant to paragraph 1.9, such notification in each case to include the name of the owner or occupier to whom the payment was made, his address and (if different) the address of the premises to which the payment relates.

2 Air Quality Monitoring Contribution

- 2.1 The Owner shall pay the Air Quality Monitoring Contribution to the Council in the following instalments:
 - (a) £50,000 prior to Commencement of Phase 1;
 - (b) £25,000 prior to Commencement of Phase 2; and
 - (c) £25,000 prior to Commencement of Phase 3.
- 2.2 The Owner shall not Commence any Phase until it has paid the Air Quality Monitoring Contribution relating to such Phase to the Council.

3 Energy Strategy

- 3.1 The Owner shall not submit any Reserved Matters Application to the Council until it has submitted to the Council and the Council has approved the Interim Energy Strategy.
- 3.2 The Owner shall implement the approved Interim Energy Strategy and shall use All Reasonable Endeavours to enter into legally binding arrangements to secure the connection of the Development to SELCHP and thereafter shall construct the Development so as to be able to connect to SELCHP.
- 3.3 At the same time as it submits the first Reserved Matters Application to the Council, the Owner shall submit the Energy Strategy to the Council for approval and shall accompany the Energy Strategy with a written statement addressing how the steps required by the Interim Energy Strategy are being addressed and if the connection to SELCHP has not been secured, the Energy Strategy shall include an explanation

as to why the connection has not been possible, how any obstacles are proposed to be addressed through Phase 1 and subsequent Phases of the Development and the further strategy for securing the connection to SELCHP.

- 3.4 The Energy Strategy shall include the provision of up to three Energy Centres to service a single Site Wide DHN including all necessary infrastructure to secure connection of Dwellings to such Energy Centres with the exact location, design and number of which shall be determined in the relevant Reserved Matters Applications or planning permissions and shall also include proposals which address the position in the event that the connection to SELCHP cannot be achieved within a reasonable timescale over the course of the Development, including assessment of on-Site renewable energy measures.
- 3.5 The Owner shall implement the Energy Strategy as approved and shall continue to use All Reasonable Endeavours to enter into legally binding arrangements to secure and thereafter implement the connection of the Development to SELCHP.
- 3.6 If despite using All Reasonable Endeavours to do so the Owner has not been able to enter into legally binding arrangements to secure connection of the Development to SELCHP by:
- (a) the date upon which it submits the Reserved Matters Application or planning application for the last Energy Centre that is to be provided in the Development; and
 - (b) the date of Occupation of 1,700 Dwellings
- (whichever is the later) then the Owner shall be released from any further obligation to secure connection of the Development to SELCHP.
- 3.7 The Owner shall procure that the details to be submitted with each Reserved Matters Application provide infrastructure to link each part of the Development to the Site Wide DHN and shall not Commence the Development until details for the Site Wide DHN relating to that part have been approved.
- 3.8 All Dwellings and other units of Occupation within the Development shall be designed so as to be DHN Ready.
- 3.9 The Owner shall not Occupy any part of the development until the Site Wide DHN for that part has been installed and commissioned and all Dwellings and other units of Occupation within that part have been connected to the Site Wide DHN PROVIDED THAT in the event that the Site Wide DHN is connected to SELCHP, the restriction in this paragraph 3.9 shall apply until the part of the Development in question has been connected to SELCHP.
- 3.10 The Owner shall ensure that all plant and infrastructure within the Development is capable of linkage to SELCHP and shall construct the Development so as to enable future connection to SELCHP and for the avoidance of doubt this obligation shall including the installation of the necessary pipework to the boundary of the Site to enable such connection to be made.

4 CCTV

- 4.1 The Owner shall not Commence the Development until it has submitted to the Council and the Council has approved the CCTV Strategy.
- 4.2 The Owner shall take all necessary steps and diligently carry out and construct and complete the installation of the CCTV System in a proper and workmanlike manner in accordance with the CCTV Strategy as approved by the Council in accordance with paragraph 4.1 (the "Approved CCTV Strategy") and Phase Specific CCTV Strategy ("Approved Phase Specific CCTV Strategy").
- 4.3 The Owner shall not Occupy more than the relevant number of Dwellings and/or other floorspace set out in the Approved CCTV Strategy until it has submitted to the Council and the Council has approved the Phase Specific CCTV Strategy for that Phase and the CCTV System (or relevant part thereof) has been:
- (a) installed in accordance with the Approved CCTV Strategy and Approved Phase Specific CCTV Strategy;
 - (b) connected in accordance with the Approved CCTV Strategy and Approved Phase Specific CCTV Strategy; and
 - (c) the CCTV System has been commissioned.
- 4.4 The Owner shall thereafter at its own expense manage and maintain the CCTV System in accordance with the Approved CCTV Strategy.

EIGHTH SCHEDULE

Wharf Activation

1 Wharf Activation

- 1.1 The Wharf Site shall not be Occupied for the purposes of any excluded use or process listed in Annex 1 to this Eighth Schedule.
- 1.2 The Owner shall update and keep updated the Convoys Wharf Information Pack no less frequently than every 12 months from Completion of Phase 1 and each time the same is updated, the Owner shall within 5 Business Days of such update provided a copy of the updated Convoys Wharf Information Pack to the Council and the GLA with a covering letter explaining where changes have been made and the reason therefor.
- 1.3 No less frequently than every 6 months commencing on the date no later than 18 months prior to anticipated Completion of Phase 1, the Owner shall request details of suggested potential wharf operators that may be suitable occupiers of the Wharf Site interested in using it for waterborne freight handling uses from the Port of London Authority, the GLA and the Council.
- 1.4 The Owner shall market the Wharf Site to any wharf operators suggested to it pursuant to requests made in accordance with paragraph 1.3 and shall market the Wharf Site more widely to suitable occupiers by use of any or all of the following:
 - (a) the appointment of an appropriate marketing agent; and
 - (b) placing advertisements in relevant trade media.
- 1.5 In relation to any potential wharf operator that expresses an interest in the Wharf Site, the Owner shall forthwith:
 - (a) issue to them an up-to-date Convoys Wharf Information Pack;
 - (b) offer a site visit to the Wharf Site and arrange and carry out such a visit in each case that an offer is accepted;
 - (c) offer an initial formal meeting to arrange and hold such a meeting in each case that an offer is accepted to discuss the following:
 - (i) the nature of the potential wharf operator's intended activities;
 - (ii) the expected volume of wharf related cargoes;
 - (iii) the wharf layout and viability issues;
 - (iv) timescales and potential environmental issues and mitigation measures (and how initial proposals might be modified in light of these);
 - (v) compatibility of the proposals with other operators that may share/use the Wharf Jetty and occupy part of the Wharf Site; and
 - (vi) the implications of the proposals for the Thames Path crossing on the site and for the Riverbus Service and the Riverbus Pier.

- 1.6 The Owner shall update the Council and the GLA informed of progress on the marketing of the Wharf Site and expressions of interest received and its activities pursuant to paragraphs 1.4 and 1.5 on a quarterly basis and shall provide the Council and the GLA with copies of all material correspondence and other material documents relating to the same, within 1 month of receipt or dispatch by the Owner.
- 1.7 If a potential wharf operator notifies the Owner that it wishes to enter into formal negotiations to take a lease of the Wharf Site or any part thereof, the Owner shall obtain sufficient information from the potential wharf operator to enable it to prepare a Wharf Operator Proposal. A Wharf Operator Proposal shall include the information listed at paragraphs 1.5(a) to - 1.5(c) of this Eighth Schedule and the following:
- (a) required operational area, outline wharf layout and building layout plans;
 - (b) indication of water vessels that will be used and their associated jetty/dockside unloading equipment requirements;
 - (c) additional infrastructure requirements; and
 - (d) estimated onward lorry movements to and from the Site.
- 1.8 The Owner shall submit the Wharf Operator Proposal to the GLA and the Council and, subject to receipt of written confirmation from the GLA (in consultation with the Council) that a Wharf Operator Proposal is acceptable in principle on planning and wharf-related planning policy grounds, the Owner shall enter into commercial negotiations with the relevant potential wharf operator.
- 1.9 The Owner shall use All Reasonable Endeavours to agree terms and enter into a Wharf Lease or a binding agreement for a Wharf Lease with the relevant potential wharf operator PROVIDED THAT if notwithstanding the use of All Reasonable Endeavours the Owner has been unable to enter into a Wharf Lease or a binding agreement for a Wharf Lease within a period of 6 months following commencement of negotiations with the relevant potential wharf operator, the Owner shall not be required to continue with such negotiations unless it considers there is a real prospect of terms being agreed and a Wharf Lease being entered into.
- 1.10 Upon a Wharf Lease (or Wharf Leases) being entered into, the Owner shall:
- (a) be released from its obligations set out in paragraphs 1.2 to 1.9 in relation to such parts of the Wharf Site that are the subject of a Wharf Lease; and
 - (b) subject to securing the Wharf Infrastructure Consents, shall construct such Wharf Infrastructure (in accordance with the Wharf Infrastructure Consents and the Wharf Jetty Method Statement) as is necessary to enable the Wharf Site Lessee or Wharf Site Lessees to construct the Wharf Site Lessee Infrastructure (subject to the Wharf Site Lessee obtaining any Necessary Consents) and occupy the Wharf Site in accordance with the terms of the relevant Wharf Lease.
- 1.11 The Owner shall not Occupy more than 2,500 Dwellings until either:
- (a) a minimum of 50% of the Wharf Site has been made available to a Wharf Site Lessee or Wharf Site Lessees (as relevant) with all such Wharf

Infrastructure constructed as necessary to enable them to commence construction of the relevant Wharf Site Lessee Infrastructure; or

- (b) the GLA (in consultation with the Council) confirms that the Owner has used All Reasonable Endeavours to comply with its obligations in paragraphs 1.2 to 1.9 to secure a Wharf Site Lessee on reasonable commercial terms and is therefore released from those provisions.

1.12 The Owner shall provide Wharf Site Lessees with such reasonable support and information as is necessary to assist it or them in obtaining any Necessary Consents for the Wharf Site Lessee Infrastructure that they require in connection with their occupation of the Wharf Site in accordance with the relevant Wharf Lease.

1.13 The Owner's obligations in this paragraph 1 shall be subject to the following:

- (a) the Owner's obligations set out in paragraphs 4 and 7 of the Fourth Schedule and if a LP Wharf Site Lease is entered into pursuant to those obligations, upon such LP Wharf Site Lease being entered into:
 - (i) the Owner shall be released from its obligations in paragraphs 1.2 to 1.9 of this Eighth Schedule as it applies to the parts of the Wharf Site that are the subject of such LP Wharf Site Lease; and
 - (ii) for the purposes of paragraph 1.11(a) of this Eighth Schedule the Lenox Project CIC shall constitute a Wharf Site Lessee.
- (b) the Owner's occupation and use of the Wharf Site or any part thereof for the purposes of transport and storage of construction materials and general construction logistics in connection with the construction of the Development during the period of such occupation and use PROVIDED ALWAYS THAT such occupation and use is necessary and reasonable and in such event the Owner shall be released from its obligations in paragraphs 1.2 to 1.9 in relation to such parts of the Wharf Site that are in use and occupation for these purposes.

ANNEX 1

Wharf Site Excluded Uses and Processes

- 1 Anything resembling a second SELCHP plant - no incineration or burning of waste, pyrolysis or gasification plants.
- 2 Civic amenity site.
- 3 Waste transfer station.
- 4 Handling or treatment of biodegradable/putrescible waste.
- 5 Handling/treatment of black bag "household" waste.
- 6 Handling/treatment of "green" waste.
- 7 Composting.
- 8 Treatment/processing of construction and demolition waste (other than during the construction phase of the Development).
- 9 Vehicle reprocessing.
- 10 Scrap metal reprocessing.
- 11 Tyre shredding.
- 12 Treatment/processing of timber without the prior written approval of the Council.
- 13 Processing of materials outside buildings.
- 14 Aggregates.

ANNEX 2

Convoys Wharf Information Pack

Site Opportunity: Convoys Wharf, Lewisham

Information Pack

February 2015

Context

Convoys Properties Limited is seeking proposals from cargo handling operators to bring a consolidated section of Convoys Wharf back into cargo-handling use. The cargo handling operator will act as a development partner and will as part of the process work up detailed plans, lease arrangements and operate the wharf. Details of the opportunity are given below.

Further information can be obtained from the following:

Rory Brooke
rory_brooke@urscorp.com
Phone 020 7821 4289

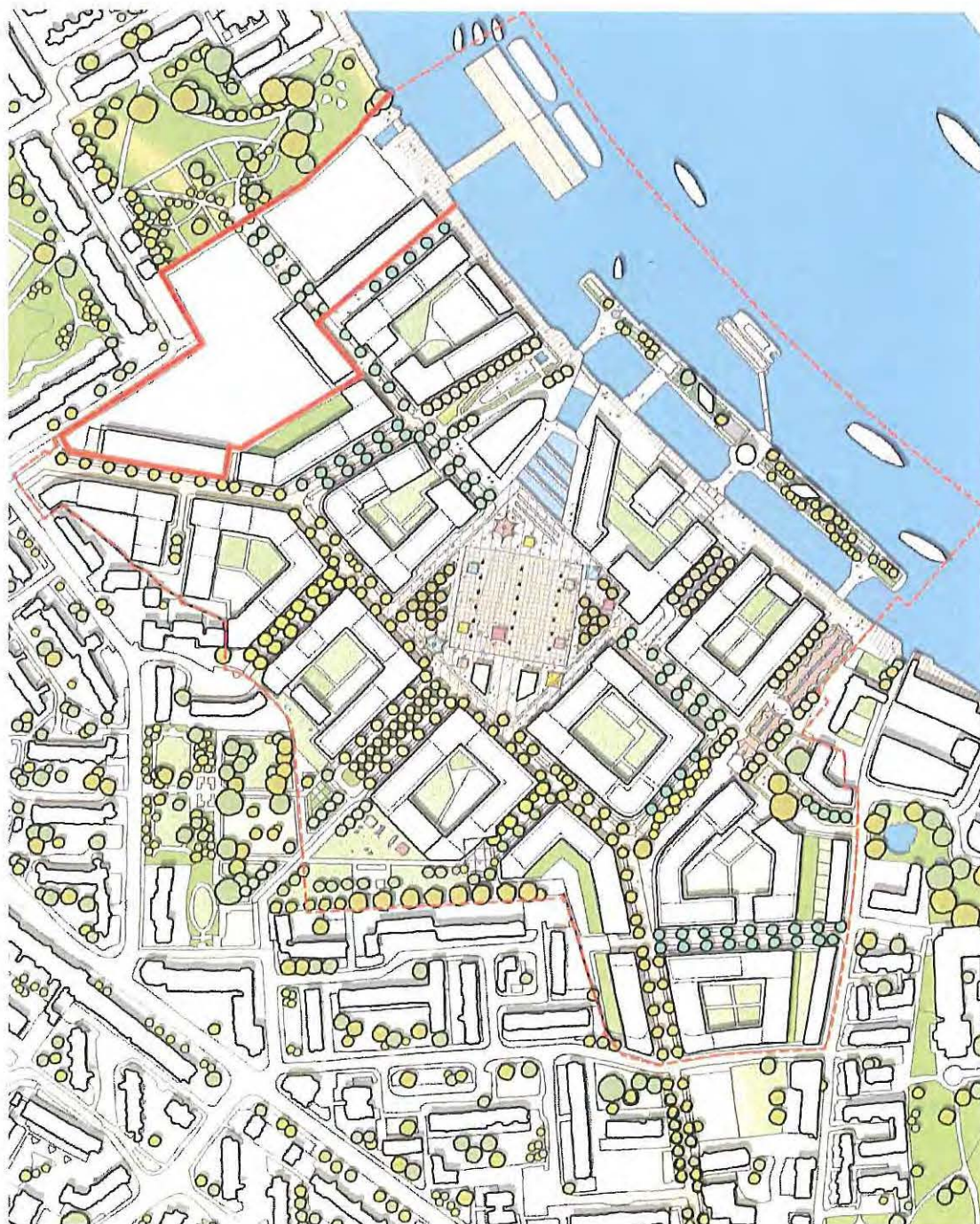
Anthony Batten
anthony_batten@urscorp.com
Phone 020 7821 4287

Misrepresentation Act 1967

URS Corporation Ltd for itself and for the vendors of this property whose agents it is gives notice that (i) the particulars as set out are as general outline only for the guidance of intending purchasers and do not constitute the whole or any part of an offer or contract (ii) all descriptions, dimensions, references to conditions and necessary permissions for use and occupation and other details are given in good faith but without any responsibility whatsoever and any intending purchasers should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them: (iii) neither URS Corporation Ltd nor its employees has any authority to make or give any representation or warranty whatsoever in relation to this property: (iv) unless otherwise stated, all prices and rents are quoted exclusive of VAT and intending purchasers must satisfy themselves independently as to the applicable VAT position.

Site Opportunity: Convoys Wharf, Lewisham

Emerging Illustrative Convoys Wharf Masterplan and Indicative Area of Wharf Activity
(Available wharf area shown bounded in red. Also included is the adjacent jetty.)



Prince Street, London, SE8 3JH

Suitable for importation and cargo handling of dry bulk goods either via a conveyor or unitised subject to planning permission.

Available Site Area: Up to 2.3 ha (as outlined in red above) plus approx 0.3 ha new potential jetty.

Location

Convoys Wharf is located downstream of central London within the upper reaches of the River Thames in Deptford in the London Borough of Lewisham. It lies about 4km southeast of the City, 2km south of Canary Wharf and 1.5km west of Greenwich.

The road links across London from the site are via the A202 Ring Road, or the Rotherhithe and Blackwall Tunnel. Access to the motorway network is via the A2 to the M25, or the A102/ Blackwall Tunnel to the M11. Access to the wharf part of the site is via Grove Street off Evelyn Street (A200). The A200 forms part of the Strategic Road Network (SRN) and there is only a short distance of local road between the site and the SRN.

Description

Convoys Wharf has been established for around 500 years and the site has been used for various activities dating back to Roman times. Most recently its previous owner News International Ltd used Convoys Wharf to handle newsprint for newspapers. These operations ceased in 1998.

The total site area is 16ha. The Greater London Authority (GLA) have agreed in principle that the area of viable and environmentally acceptable safeguarded wharf land within this site is 2.3 hectares (see outline Convoys Wharf masterplan above).

The wider site and wharf facility includes:

- A proposed new jetty (around 100 metres long x 20 metres wide) to serve the active wharf at the northern corner of the site (see plan above). This will extend far enough in to the river to give berthing water depths of around 5.0m below Chart Datum (see plan below).
- An existing 245 metre long jetty at the eastern section of the site riverfront for activities including a link to a new passenger ferry pontoon and a new park and leisure facility.

The floating pontoon between the proposed new jetty and the existing jetty is likely to be removed. Most of the other structures on the proposed wharf site and wider site are currently being demolished ready for development of the overall scheme.

(We are in the process of revising details of the jetty configurations and the plan above will change slightly. For example this is likely to include removal of the floating pontoon).

The wharf site will have utilities services up to the boundary. Operators will be responsible for securing their own connections.

The wharf site disposal is likely to be on a Leasehold basis.

Planning

An application to redevelop the whole of Convoys Wharf was lodged on behalf of News International in October 2002 and the London Borough of (LB) Lewisham resolved to grant permission in May 2005. A revised application was submitted by Convoys Properties Limited in 2013 by its agents Hutchison Whampoa Ltd and the Mayor of London made a resolution to grant planning permission (subject to a S106 agreement being entered into to secure various developer obligations) on 31 March 2014.

Extract from PLA 'Limehouse Reach to Greenwich Reach' Depths Map

PLA copyright

Suitable Uses

The opportunity for reactivating the wharf site is considered most likely to be in the area of importation of dry bulk goods either via a conveyor or unitised. Other cargoes may be considered as long as their environmental impacts can be acceptably managed. A traditional boat yard could be suitable.

Operational Considerations and Constraints

Considerable work has been carried out looking at potential wharf operations and how environmental factors can be accommodated. Details of reviewed wharf proposals and environmental assessments are on the development web site: www.convoyswharf.com - re document CW6 (Annex 1 Marine Terminal Assessment).

Convoys Wharf is surrounded by existing residential development with associated amenity spaces, some homes are as close as 50 metres from parts of the wharf site. In addition the Convoys Wharf masterplan proposals includes up to 3,500 residential dwellings some of which will be close to the wharf but will be designed to minimise any conflicts of use. Operators will need to adhere to strict environmental control standards. Mitigation measures related to noise abatement, dust and emissions control in compliance with current guidelines will be expected. Due to the residential nature of the area around the wharf, activities will

largely be restricted to day time operations. There is a planning requirement to operate a public right of way across the wharf site (the Thames Path) and the location and operation of this will have to be considered.

Being a riverside site there is some risk of flooding. Any development proposals should have regard to National Planning Practice Guidance on Flood Risk and Coastal Change and other applicable planning policy and planning principles and where necessary work with the site owner to maintain any required flood defences for the cargo handling facility.

Process for Taking Forward Proposals

To date there have been a range of discussions with potential operators. This process has been agreed with the GLA and has included market testing and viability testing against the London Plan's safeguarded wharf policy.

We are interested to hear from additional prospective operators who see potential in this opportunity. In doing so we would like to discuss your requirements including:

1. The type and nature of proposed cargo-handling and any other operations at the site.
2. Other on-site processes (if appropriate) to be undertaken.
3. Details of any additional infrastructure to be provided by the operator.
4. Total land area required.
5. Indicative wharf layout including proposed building layouts
6. Indication of likely staffing levels
7. Water borne vessels to be used.
8. Means of onward transport, including estimated lorry movements to and from the site per day.
9. Likely annual cargo volumes.
10. Indicative mitigation measures to address the site's environmental parameters.
11. If appropriate, the relationship between the operations proposed at the site and other operational riverside or other facilities operated by the interested company.
12. Compatibility of your proposals with other operators that may share/use the jetty and occupy part of the site.

The process for taking forward proposals and securing a wharf operator / development partner is as follows:

- Hold initial discussions with operators / partners in light of above requirements, including consideration of timescales.
- Operators put forward indicative proposals.
- These are assessed and refined in the light of environmental constraints.
- Potential wharf operations are presented to the GLA, PLA and LB Lewisham and confirmed as acceptable.
- Commercial terms are presented and agreed with the wharf operator(s).
- Reserved matters planning consent is sought by the operator for your detailed proposals.
- Site development.
- Occupation and operation.

If you have questions about the work to date we are happy to discuss these further.

NINTH SCHEDULE

Public Art and Design and Access Panel

1 Public Art

- 1.1 The Owner shall submit a Public Art Strategy to the Council for its approval prior to submission of the first Reserved Matters Application.
- 1.2 The Owner shall implement the approved Public Art Strategy in accordance with the approved details including requirements as to timing of provision of the Public Art.
- 1.3 The Owner shall not be required to commit more than £300,000 to provision of the Public Art and implementation of the approved Public Art Strategy PROVIDED THAT (unless otherwise agreed with the Council) not more than 15% of the said sum shall be applied to administrative and commissioning fees.

2 Design and Access Panel

- 2.1 The Council and the Owner will work together to establish the Design and Access Panel within 3 months of the date of this Deed or within such other reasonable period as the Council may agree having regard to the timing of Reserved Matters Applications.
- 2.2 The membership of the Design and Access Panel for the purposes of this Deed shall comprise the following persons:
 - (a) 3 representatives having appropriate design and access experience nominated by the Council; and
 - (b) 3 representatives having appropriate design and access experience nominated by the Owner.
- 2.3 The remit and status and the procedures for meetings of the Design and Access Panel shall be as set out in Annex 1 to this Ninth Schedule.
- 2.4 Within 3 months of the date of this Deed (and in order to constitute the Design and Access Panel in accordance with paragraph 2.2):
 - (a) the Council shall nominate the representatives referred to in paragraph 2.2(a) and will notify details to the Owner;
 - (b) the Owner shall nominate the representatives referred to in paragraph 2.2(b) and will notify details to the Council; and
 - (c) the Owner shall in consultation with the Council invite each of the representatives nominated under sub-paragraphs (a) and (b) to be members of the Design and Access Panel and will notify the Council of their response PROVIDED THAT if any of the said representatives shall decline the invitation then the Owner or the Council as appropriate shall nominate an alternative representative and the Owner shall invite such alternative representative to be a member of the Design and Access Panel and the process shall be repeated until the requisite number of representatives are appointed to the Design and Access Panel or the Owner and the Council agree that no further invitations should be made and PROVIDED FURTHER THAT Reasonable Endeavours shall be used by both the Council and the Owner to ensure that the Design and Access Panel shall have at least 1 architect, 1 urban designer and 1 landscape designer amongst its members at all times thereafter.
- 2.5 The Owner shall not submit any Reserved Matters Application without:

- (a) such application having first been provided to the Design and Access Panel and the Owner having had reasonable regard of any recommendations provided by the Design Review Panel in relation to the same in formulating the detailed design provided such recommendations are in accordance with terms of reference as set out in Annex 1 to this Ninth Schedule; and
- (b) the Owner setting out in a design and access statement to support its Reserved Matters Application how it has accommodated the recommendations of the Design and Access Review Panel (and addressed any concerns raised).

2.6 The Owner shall be responsible for the running costs of meetings and of providing relevant design material and other information to members of the Design and Access Panel and for provision of the accommodation for meetings and all other reasonable administrative expenses properly incurred in relation to the Design and Access Panel including the reasonable travelling expenses of its members.

2.7 The Design and Access Panel shall consult the GLA, local amenity groups and Borough disability representatives as necessary during the review process.

ANNEX 1

Design and Access Panel

Remit, Status and Procedures

1 Introduction

1.1 This proposal outlines the objectives, terms of reference and procedures for/of the Design and Access Panel, to be established as provided for in the Ninth Schedule to this Deed.

1.2 The 2013 Design Council national guidance on design review panels 'Design review principles and practice' (accessed via the following link:

http://www.designcouncil.org.uk/sites/default/files/asset/document/DC%20Cabe%20Design%20Review%202013_W.pdf) sets out 10 principles of 'Good design review' as follows:

- (a) independent: It is conducted by people who are separate from the scheme promoter and decision maker and it protects against conflicts of interest.
- (b) accountable: It records and explains its advice and is transparent about potential conflicts of interest.
- (c) expert: It is conducted by suitably trained people who are experienced in design and know how to criticise constructively. Review is usually most respected where it is carried out by professional peers of the project designers, as their standing and expertise will be acknowledged.
- (d) advisory: It does not make decisions but acts as a source of impartial advice for decision makers.
- (e) accessible: Its findings are clearly expressed in terms that decision makers can understand and use.
- (f) proportionate: It is used on projects whose significance warrants public investment in providing design review at national, regional and local level, as appropriate. Other methods of appraising design quality should be used for less significant projects.
- (g) timely: It takes place as early as possible in the life of a design because this saves the most time and it costs less to make changes. If a planning application has already been made, review happens within the timeframe for considering it. It is repeated when a further opinion is required.
- (h) objective: It appraises schemes in the round according to reasoned, objective criteria rather than the stylistic tastes of individual panel members.
- (i) multidisciplinary: It appoints an appropriate chair and a diverse range of experts with specialist experience.
- (j) transparent: It sets clear terms of reference for the provision of advice and the key principles.

1.3 The Design and Access Panel in addition to reflecting the 10 principles set out above should reflect its prime role of ensuring design quality over a long term project that may last over a 10-20 year period, have changing ownership and often span across property cycles.

- 1.4 The Design and Access Panel, unlike a Building Design Review Panel, monitors the development throughout its life cycle, acting as a critical friend to both the Council and client/Owner and expert adviser, when appropriate, to the development manager and design team.

2 Convoys Wharf Design and Access Panel

- 2.1 Given the need for additional time resources to deal with the complex nature of the Convoys Wharf application it is proposed that the Design and Access Panel will provide:

- (a) guidance and advice to the Council and the Owner on design quality so as to achieve economic, social and environmental success over the long term life of the Development; and
- (b) evaluation and feedback to ensure continuous improvement.

- 2.2 The existing Lewisham Design Panel will not carry out separate reviews of the Convoys Wharf proposals. The Council will, however, be entitled to nominate representatives to the Design and Access Panel in accordance with the provisions of paragraph 2 of the Ninth Schedule.

3 Quality Team Objectives, Terms of Reference and Membership

Overall objectives

- 3.1 Reflecting the Design Council guidance on good design review as referred to in paragraph 1 of this Annex 1, the Design and Access Panel's objectives will be:

- (a) to encourage and promote the achievement of a high standard of urban design, landscape design and architecture throughout the Development;
- (b) to encourage and promote consensus among the different parties involved in relation to the design of the Development in order to expedite the approval process whilst ensuring that a high quality of design is achieved. In this regard, the Design and Access Panel will have appropriate regard to the Owner's commercial and programme objectives, the GLA's and the Council's planning policy objectives and applicable planning application procedures;
- (c) to provide continuity of design from the grant of the Planning Permission through the preparation of Reserved Matters and consideration of final detailed design in respect of each Phase of the Development; and
- (d) to provide guidance and advice to the Owner on the design quality of the proposals for the Owner to take into consideration in the working up of Reserved Matters or Planning Applications.

- 3.2 The Design and Access Panel will provide expert peer review of design proposals and the process will allow panel members to discuss and arrive at a consensus about the design proposals in a structured and transparent manner. The Chair will draw to a conclusion discussions and confirm with panel members a consensus position. The Design and Access Panel's role will be to advise on the quality of design in the round rather than mirror the role of planning officers. In addition the role of the panel is not to assess designs against the detailed technical requirements of the Planning Permission unless they directly relate to design matters or principles established by the Planning Permission and associated Conditions.

- 3.3 The Design and Access Panel will provide guidance and advice to the Council and the Owner but will not 'approve' designs.

- 3.4 The Design and Access Panel's role will be complementary to that of other consultation processes which take place before planning decisions are made, including consultation with local people,

representative groups and other stakeholders. The Design and Access Panel, through the Chair, will liaise with other advisory groups, such as accessibility or sustainability, and have a representative on the Design and Access Panel when appropriate.

Terms of Reference

- 3.5 The Design and Access Panel will review and provide advice to the Owner and the Council on all significant Reserved Matters Applications or separate detailed planning applications and up to detailed design of final proposals. Any other applications will be considered as necessary or appropriate.

Membership

- 3.6 Membership of the Design and Access Panel shall be as prescribed in paragraph 2 of the Ninth Schedule to this Deed.
- 3.7 If any member of the Design and Access Panel resigns, or is otherwise unable to carry on his role as a member of the Design and Access Panel for any reason then the relevant organisation from which the outgoing member was accepted will be entitled to nominate another person from their organisation to replace the outgoing member as a member of the Design and Access Panel. The Owner and the Council will agree who should be invited to join the Design and Access Panel in place of the outgoing member.

Aims

- 3.8 The Design and Access Panel's aim will be to promote, support and critically review well-designed buildings and public spaces within the Development. The Design and Access Panel will provide expert advice on the design aspects of the Development and its linkage with the adjoining areas with the objective of securing a high level of design quality (with reasonable regard being given to the context of overall scheme feasibility and viability). In making such comments the Design and Access Panel will have regard to the design criteria and guidelines set out below.

Remit

- 3.9 The Design and Access Panel will review, provide comments and participate in discussions on:
- (a) the scope of the design guidance or other material prepared by the Owner in compliance with obligations placed on them by Condition or under this Deed;
 - (b) the design brief for individual buildings within the Development;
 - (c) the process for selection and appointment of all architects and designers for the Development; and
 - (d) the architect's design development at critical stages, prior to submission of Reserved Matters Applications.
- 3.10 The design development process for each building under consideration shall comprise the following stages:
- (a) concept design presentation to the Design and Access Panel (comprising a minimum concept diagrams plans sections elevations and indication of external materials);
 - (b) scheme design presentation to the Design and Access Panel (comprising a minimum of plans sections elevations details of external materials three dimensional visualisation); and

- (c) referral back to the Design and Access Panel, determined by the Design and Access Panel, of scheme design (PROVIDED THAT in each case such a referral may not be made on more than 3 occasions).

4 Meetings of the Design and Access Panel

- 4.1 Meetings of the Design and Access Panel will be held as required in order to discharge the Design and Access Panel's remit as set out in this Annex 1.
- 4.2 Meetings will be held at a convenient location.
- 4.3 The Chair will be responsible for compiling the agenda for meetings and such agenda shall comprise all matters encompassed by paragraphs 3.9 and 3.10 of this Annex 1, together with any other matters relating to design or access that have been notified to the Owner and the Council by the Chair at least 7 Business Days prior to the meeting of the Design and Access Panel in question.
- 4.4 At least 5 Business Days prior to any meeting of the Design and Access Panel the lead architect or designer (or other lead consultant concerned in the matter in question) will provide all members of the Design and Access Panel with any relevant briefing on the matters to be considered at the forthcoming meeting of the Design and Access Panel PROVIDED THAT for the avoidance of doubt, this shall not extend to circulation of design material ahead of the meeting and such material shall not be so circulated.
- 4.5 Unless otherwise agreed at the meeting the time allocated for each meeting of the Design and Access Panel will be split so that 50% of the time will be allocated for presentation time with 50% for questions and open discussion on matters presented to the Design and Access Panel.
- 4.6 The Chair will be responsible for summarising the Design and Access Panel's views on matters represented to the Design and Access Panel and for circulating copies of such summary to members of the Design and Access Panel and to the Owner and the Council such summary to be circulated within 10 Business Days of the Design and Access Panel meeting in question.

5 Consultation

- 5.1 For the avoidance of doubt, notwithstanding the provisions of Schedule 9 and the scope and functions of the Design and Access Panel during the determination of Reserved Matters Applications relating to the Development the Council may consult with the Lewisham Design Panel, Design for London and/or CABI as, in its discretion, it sees fit.

TENTH SCHEDULE

The Council's, TfL's and the GLA's Covenants

1 Council's covenants

- 1.1 Subject to the further provisions of this paragraph 1, the Council shall apply any Financial Contribution or any other sum or part thereof paid to it pursuant to this Deed to the purposes specified in this Deed and for which they have been paid in accordance with the terms of this Deed.
- 1.2 Subject to the proviso to this paragraph 1.2, where at the end of the period of 10 years following receipt of the Financial Contribution in question, or where payments are to be made in instalments, receipt of the last instalment of such Financial Contribution, the Council has not spent the whole of such Financial Contribution within 10 years of the date of receipt, then subject to paragraph 1.4, the Council shall as soon as reasonably practicable thereafter repay any such unspent or uncommitted amount (less the Council's administrative costs and bank charges) together with any interest accrued as at the date of repayment to the person who paid the Financial Contribution in question PROVIDED THAT the Council shall not be required to repay any sums or sums which the Council has already committed to spend or any sum which is required to secure the completion of any works, project, service or facilities which have commenced but which have not been completed as at the end of the said period of 10 years.
- 1.3 The Council shall on reasonable notice from the Owner provide details of how the sums paid to it pursuant to this Deed have been spent.
- 1.4 Where any part of a Financial Contribution remains unspent after the purpose of the payment has been fulfilled (including any sums which are initially paid for certain purposes but subsequently may be applied to provision of become part of the Highways Works Contribution Improvements under the terms of this Deed) any such sums as remain unspent shall be taken to form part of the Secondary School Education Contribution and applied to such purposes PROVIDED THAT the amount to be applied in this way shall not exceed £441,000 (thus making a total maximum Secondary School Education Contribution of £881,000) and the provisions of this Tenth Schedule regarding repayment shall only apply to any sums in excess of the said £441,000.
- 1.5 In respect of any works to be undertaken pursuant to item 9 of Annex 3 to the Third Schedule, the Council shall provide the Owner and TfL with details of such proposed works. In the event that any such works are to be undertaken to any highway in respect of which TfL is the highway authority, then the Council shall (where no agreement is already in place) obtain the agreement of TfL to such works prior to their commencement.
- 1.6 The Council shall use Reasonable Endeavours to carry out the Highway Works in the order of priority specified in Annex 3 to the Third Schedule unless the Council (acting reasonably and in consultation with TfL) shall consider that a different priority should be assigned to all or any of the Highway Works and shall give notice of the details of such different priority to the Owner as soon as practicable.
- 1.7 Subject to the provisions of the Third Schedule and any required Highways Agreement relating to the works in question being entered into, the Council shall use Reasonable Endeavours to commence the Highways Works and such of the Option 1 NKS Highway Works, Option 2 NKS Highway Works, the Evelyn Street/New King Street Highway Works, and the Evelyn Street/Prince Street Highway Works as shall have been agreed that the Council shall carry out and following

commencement to use Reasonable Endeavours to carry out and complete such works expeditiously in accordance with timescales to be agreed between the Owner and the Council.

- 1.8 The Council shall apply any sums paid to it by the Owner pursuant to paragraph 1.11 of the Second Schedule for the purposes of business support for SMEs (including the provision of business premises) and for providing employment opportunities in the Borough.
- 1.9 Following receipt by the Council of the details of the proposed Baseline Considerations for the Specified Highway Works the Council shall as soon as reasonably practicable and in any event within 20 Business Days of the date of receipt of the said details confirm (in consultation with TfL) whether or not the same is approved and/or shall provide full details of such alternative and/or additional details of the Baseline Considerations for the Specified Highway Works to the Owner.
- 1.10 Following receipt by the Council of the details of the proposed Baseline Considerations for the Evelyn Street/New King Street Highways Works the Council shall as soon as reasonably practicable and in any event within 20 Business Days of the date of receipt of the said details confirm (in consultation with TfL) whether or not the same is approved and/or shall provide full details of such alternative and/or additional details of the Baseline Considerations for the Evelyn Street/New King Street Highways Works to the Owner.
- 1.11 Following receipt by the Council of the details of the proposed Baseline Considerations for Evelyn Street/Prince Street Highways Works the Council shall as soon as reasonably practicable and in any event within 20 Business Days of the date of receipt of the said details confirm (in consultation with TfL) whether or not the same is approved and/or shall provide full details of such alternative and/or additional details of the Baseline Considerations for the Evelyn Street/Prince Street Highways Works to the Owner.
- 1.12 In considering the detailed design drawings submitted pursuant to paragraphs 8.7(b) and (c), 8.10(b) and (c) and 8.13(b) and (c) of the Third Schedule the Council shall consult with TfL and shall have regard to the Council's and TfL's respective highway and/or traffic management responsibilities and in each case shall provide the Owner with a single response which shall convey the respective decisions of the Council and TfL in respect of the detailed design drawings.
- 1.13 The Council shall use Reasonable Endeavours to procure that sufficient land is available within the relevant timescales set out in paragraph 8 of the Third Schedule to enable the Option 1 NKS Highway Works to be implemented.
- 1.14 The Council shall apply each instalment of the Bus Stop Contribution to installation or procurement of the New Off Site Bus Stops and the Improved Bus Stops as soon as practicable after receipt of such instalment.
- 1.15 The Council shall provide details of the net cost of provision of the New Off Site Bus Stops and the Improved Bus Stops to the Owner on the first anniversary of the payment of the last instalment of the Bus Stop Contribution and (subject to the Owner confirming its agreement to the same) and any unspent or uncommitted instalments of the Bus Stop Contribution that remain unspent or uncommitted by the Council following installation or procurement of the New Off Site Bus Stops and the Improved Bus Stops shall be applied to provision of the Highway Improvements.
- 1.16 The Council shall apply the Cost Difference (as defined in paragraph 2.10 below) to the provision of the Highway Improvements.
- 1.17 The Council shall review and consider any Community Project Business Plan which shall be submitted to it within 18 months of Commencement and shall serve its decision in relation to such plan on the Owner and the submitting entity within 2 months of receipt.

- 1.18 Where the circumstances set out in paragraph 4.6(e) of the Fourth Schedule apply, the Council shall amalgamate the Community Project Contribution with the Community Trust Contribution and apply it to the same purposes.
- 1.19 The Council shall within 20 Business Days of receipt of a request from the Owner pursuant to paragraph 5.1 of the Sixth Schedule respond to such request stating whether the Council approves the temporary closure and any reasonable terms relating to such closure it wishes to impose.
- 1.20 The Council shall use the Employment and Training Contribution for Employment and Training Initiatives PROVIDED ALWAYS THAT:
- (a) in complying with this paragraph 1.20, the Council shall be entitled to amalgamate the Employment and Training Contribution with such other funding as it may allocate or secure for the purpose of undertaking the Employment and Training Initiatives (whether through planning obligations or by other means); and
 - (b) shall be entitled to refrain from complying with this paragraph 1.20 until such time as the Council has (in its sole discretion) secured sufficient funding to enable it to undertake the Employment and Training Initiatives.
- 1.21 Subject always to the Owner having used All Reasonable Endeavours to procure the delivery of the whole of the 1 hectare required for the John Evelyn Centre Open Space within the Site as required by paragraph 8.5 of the Fourth Schedule, if despite the use of All Reasonable Endeavours by the Owner as aforesaid sufficient space cannot be made available within the Site, the Council will liaise with the Owner (so far as is reasonable and to the extent the Council is able to do so having regard to its statutory powers and duties and any other applicable legal constraints, including but not being limited to State Aid) and use Reasonable Endeavours to accommodate any shortfall within Area F on Plan 5 (the precise area within Area F being a matter for agreement between the Council and the Sayes Court Garden CIC) PROVIDED THAT any part of Area F which might be made available shall be on the basis that the area in question remains open and is not enclosed.

2 TfL's covenants

- 2.1 TfL shall apply any Financial Contribution or any other sum or part thereof paid to it pursuant to this Deed to the purposes specified in this Deed and for which they have been paid in accordance with the terms of this Deed.
- 2.2 Where TfL has not spent or committed to spending in whole or in part any Financial Contribution or part thereof paid to it pursuant to the terms of this Deed within 10 years of the date of receipt, or where payments are to be made in instalments, receipt of the last instalment of such Financial Contribution, TfL shall as soon as reasonably practicable thereafter repay any such unspent or uncommitted amount (less TfL's administrative costs and bank charges) together with any interest accrued as at the date of repayment to the payer.
- 2.3 TfL shall on reasonable notice from the Owner provide details of how the sums paid to it pursuant to this Deed have been spent.
- 2.4 Subject to the lease being in accordance with the lease terms set out at Annex 1 to the Third Schedule, TfL shall accept the lease granted to it by the Owner pursuant to paragraph 2.9 of the Third Schedule (but for the avoidance of doubt TfL shall not be released from its obligations to commence operation of the New Bus Service if the Owner has offered a lease in accordance with the lease terms set out at Annex 1 to the Third Schedule).
- 2.5 Subject to payment by the Owner of the Bus Services Contribution in accordance with paragraph 2.1 of the Third Schedule, the payment by the Owner of the Bus Stop Contribution in accordance

with paragraph 2.4 of the Third Schedule, and provided that roads suitable for buses and bus stops are available TfL shall:

- (a) provide the Enhancements in accordance with this Deed;
- (b) ensure that the Enhancements are commenced as follows:
 - (i) in respect of the first of the Enhancements on Evelyn Street, on or before First Occupation of the Development;
 - (ii) in respect of the second of the Enhancements on Evelyn Street, on or before the first anniversary of First Occupation of the Development; and
 - (iii) in respect of the third of the Enhancements on Evelyn Street, on or before the second anniversary of First Occupation of the Development;
- (c) provide the Enhancements for a period of at least 5 years from the commencement of the relevant service.

2.6 TfL shall use Reasonable Endeavours to commence operation of the New Bus Service be it through the Site or not and thereafter shall continue to operate the New Bus Service for a minimum period of 5 years thereafter starting no later than payment of the Eighth Instalment subject to the Owner paying all remaining instalments of the Bus Services Contribution in accordance with paragraph 2.1 of the Third Schedule.

2.7 TfL shall use Reasonable Endeavours to ensure that from commencement of operation the New Bus Service shall be through the Site and thereafter continues to be through the Site subject to:

- (a) the Spine Road, the New On Site Bus Stops, the Eastern Site Entrance Highway Works and a temporary access to the Site from the West (as referred to in paragraph 8.3(b) to the Third Schedule) being Completed in accordance (in each case) with the relevant provisions of the Third Schedule; and
- (b) a lease being offered to TfL in accordance with paragraph 2.9 of the Third Schedule

PROVIDED THAT this obligation shall not apply to the New Bus Service in the event that an Enhancement has already secured the operation of a Bus Service through the Site in which case this obligation shall instead apply to such Enhancement.

2.8 Without prejudice to the generality of paragraph 2.7, if further to service of the Highway Works Notice it is confirmed that the Option 1 NKS Highway Works shall not be implemented and that two way bus working will not be possible on New King Street then TfL in consultation with the Owner and the Council shall review the proposed route for the New Bus Service. If it is not possible for TfL using Reasonable Endeavours to identify an alternative route on surrounding public highways to enable it to operate a two way service through the Site then TfL shall use Reasonable Endeavours to identify a route to enable it to operate a service through the Site in at least one direction. In either case the Parties shall all use Reasonable Endeavours to agree any associated reasonable highway alterations as may be reasonably necessary to facilitate the operation of such alternative route, such alterations to be funded through the Highway Works Contribution.

2.9 TfL shall be liable in connection with matters of public or owner's liability relating to the new bus shelters, flags and posts only at the New On Site Bus Stops and thereafter in respect of their maintenance and shall indemnify the Owner to the extent that it incurs any owner's liability, but excluding in respect of the Owner's or its servants, agents and employees negligence.

2.10 Within 20 Business Days of receipt of the Eighth Instalment TfL shall:

- (a) serve notice in writing on the Owner and the Council of the details of the Bus Services Cost and if the Bus Services Contribution is greater than the Bus Services Cost the difference between the Bus Services Contribution and the Bus Services Cost (the "Cost Difference"); and
- (b) pay the Cost Difference to the Council PROVIDED ALWAYS THAT if the Cost Difference exceeds the sum of £880,000 TfL shall pay the Cost Difference as follows:
 - (i) the sum of £880,000 within 20 Business Days of receipt of the Eighth Instalment; and
 - (ii) the balance of the Cost Difference within 20 Business Days of receipt of the next instalment of the Bus Services Contribution that shall fall due following the payment of the Eighth Instalment.

2.11 Within 10 Business Days following a suitable off Site bus stand being identified and available, TfL shall give the Owner notice of and provide the Owner with details of the same.

2.12 TfL shall cooperate fully with the Council in

- (a) providing details of any additional Baseline Considerations for both the Evelyn Street/New King Street Highways Works and the Evelyn Street/Prince Street Highways Works as referred to at paragraphs 1.9, 1.10 and 1.11 to this Tenth Schedule; and
- (b) considering the detailed design drawings submitted to the Council pursuant to paragraphs 8.7(b) and (c), 8.10(b) and (c) and 8.13(b) and (c) to the Third Schedule and having regard to the Council's and TfL's respective highway and/or traffic management responsibilities.

3 GLA's covenants

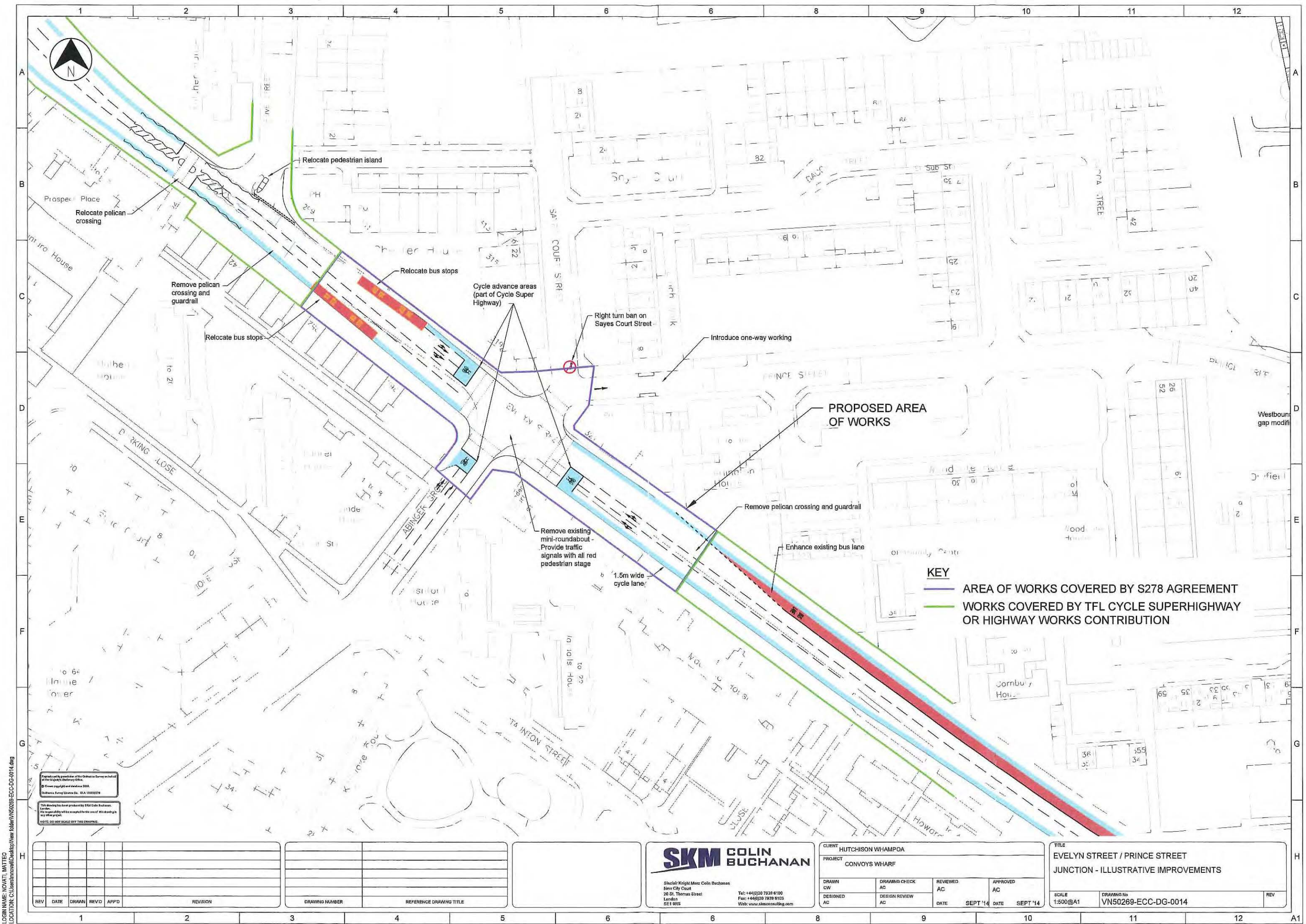
3.1 The GLA shall issue the Planning Permission within 5 Business Days of completion of this Deed.

3.2 The GLA shall issue a decision to the Owner on any Wharf Operator Proposal submitted to it in accordance with paragraph 1.8 of the Eighth Schedule within 1 month of receipt.

ELEVENTH SCHEDULE

Plans

Plan No	Subject matter	Drawing No.
1	Eastern Site Entrance Highway Works	Drawing VN50269-ECC- DG-0011 Rev B
2	Evelyn Street/New King Street Highway Works	Drawing VN50269-ECC-DG-0013 Rev B
3	Evelyn Street/Prince Street Highway Works	Drawing VN50269-ECC-DG-0014
4	Improved Bus Stops New Off Site Bus Stops New On Site Bus Stops	Drawing VN50269-ECC-DG-0012 Rev E
5	John Evelyn Centre Open Space	Drawing CON4-PA-04-001C
6	John Evelyn Centre Site	Drawing CON1-PA-04-002
7	Olympia Building Plan	Drawing CON1-SK0118
8	Option 1 NKS Highway Works	Drawing VN50269-ECC-DG-0009 Rev E
9	Option 2 NKS Highway Works	Drawing VN50269-ECC-DG-0010 Rev C
10	Owner's Land	Title plan SGL292753
11 and 11A	Pedestrian and Cycle Links	Drawings CON1-PA-04-013 and CON1-PA-04-008
12	Phasing Plan which also identifies Plots	Drawing CON1-PA-03-18A
13	Publicly Accessible Open Space	Drawing CON1-PA-04-012A
14	Riverbus Pier	Drawing CON1-PA-04-004
15	School Site	Drawing CON1-PA-04-005
16	Site Plan	Drawing CON1-PA-03-001
17	Spine Road	Drawing CON1-PA-04-007
18	Thames Path Extension	Drawing CON1-PA-04-003
19	Western Site Entrance Highway Works	Drawing VN50269-ECC-DG-0008 Rev A
20	Wharf Site	Drawing CON1-PA-04-009



KEY

- AREA OF WORKS COVERED BY S278 AGREEMENT
- WORKS COVERED BY TFL CYCLE SUPERHIGHWAY OR HIGHWAY WORKS CONTRIBUTION

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DRAWING NUMBER	REFERENCE DRAWING TITLE

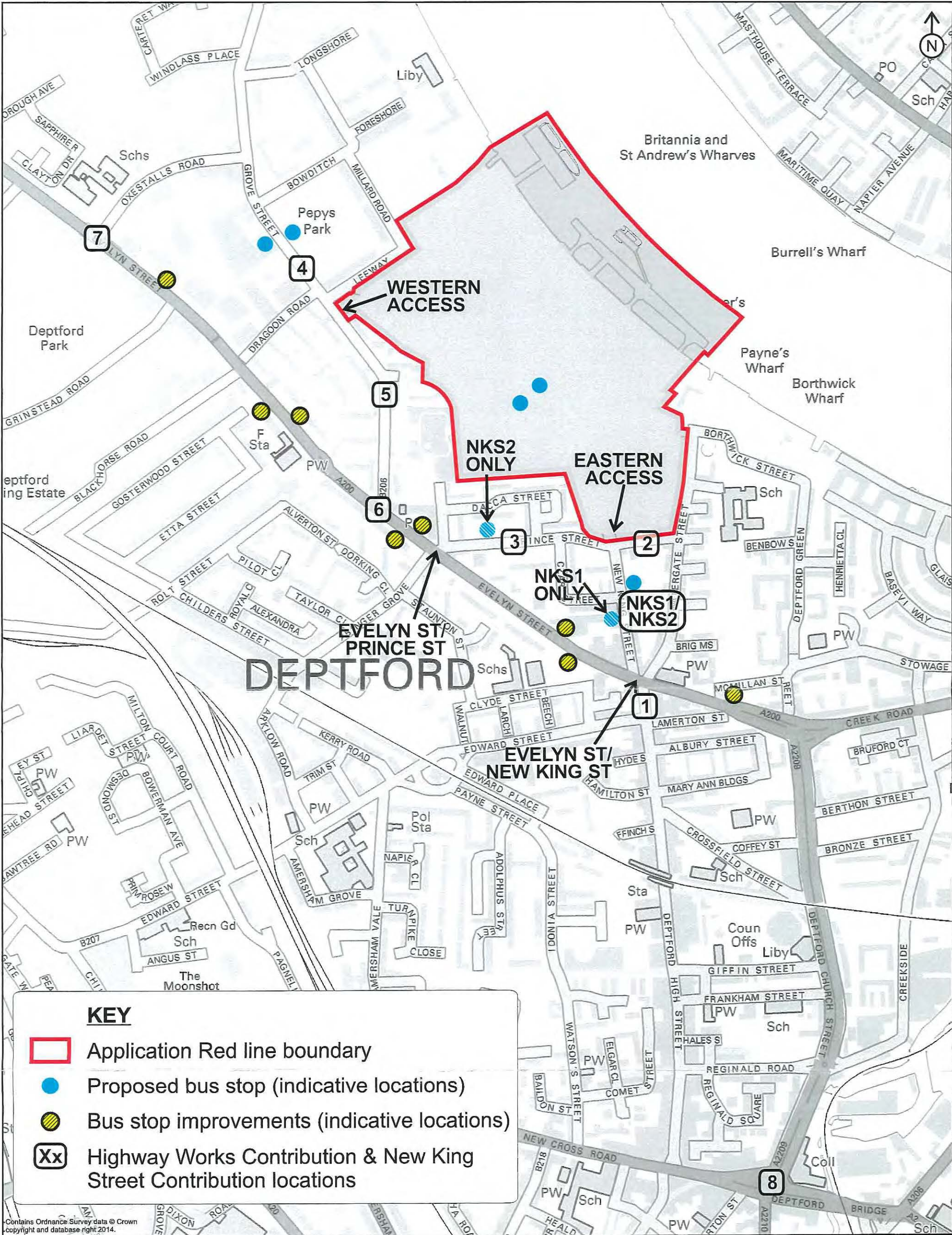
SKM COLIN BUCHANAN

Skidmore Knight Merz Colin Buchanan
New City Court
20 St. Thomas Street
London
SE1 9RS

Tel: +44(0)20 7338 6100
Fax: +44(0)20 7338 6103
Web: www.skmconsulting.com

CLIENT	HUTCHISON WHAMPOA
PROJECT	CONVOYS WHARF
DRAWN	CW
DESIGNED	AC
DRAWING CHECK	AC
DESIGN REVIEW	AC
REVIEWED	AC
DATE	SEPT '14
APPROVED	AC
DATE	SEPT '14

TITLE	EVELYN STREET / PRINCE STREET JUNCTION - ILLUSTRATIVE IMPROVEMENTS
SCALE	1:500@A1
DRAWING No	VN50269-ECC-DG-0014
REV	



INDICATIVE LOCATION OF HIGHWAY WORKS AND BUS STOP IMPROVEMENTS	Client HUTCHISON WHAMPOA	SKM COLIN BUCHANAN		File Extension: I:\VNI\Projects\VN50269\Deliverables\Drawings\Images\Core\VN50269-ECC-DG-0012 revE.cdr	
	Job Title CONVOYS WHARF	Designed by: CW	Scale: N.T.S.	Drw No: VN50269-ECC-DG-0012	Rev: E
		Drawn by: CW	Issued: OCT '14		
		Ckd/Appd: AC	Job No: UN50269		

Areas of Open Spaces are offered to Sayes Court Gardens CIC for landscaping and promotion of horticulture only, subject to the following terms:

Area A – (up to 100% of the land shown [4,215m²]) to accommodate the following design/layout principles –

- Privately managed enclosed area
- Access control to be agreed with the Owner.
- Direct route between Sayes Court Park, Area A and John Evelyn Centre for heritage connection.

Area B to E and G (part or parts of the land shown [12,313m²]) plus any Area A land not included in private managed area to accommodate the following design/layout principles –

- Areas to be designed so as to form a coherent unified landscape.
- Area may in part be semi enclosed area (while maintaining continued access for the public in accordance with the provisions relating to the Publicly Accessible Open Space) subject to approval by the Owner.
- With priority to accommodate Playground associated with the Primary School, the size and location of which shall first be agreed by the Council.
- If there is balance in area following the primary school playground design, it shall accommodate the landscape and horticultural programme from Sayes Court Garden CIC, subject to being approved by the Owner and the Council.
- Area to be designed having regard to school, residential and/or hotel design requirements as appropriate.
- Area D to be maintained with continued free access for the residents, hotel users, school or other uses within that Plot in accordance with the provisions relating to the private residential amenity space as required by the Conditions.
- Landscape design, delivery and maintenance by the Sayes Court Garden CIC and to be agreed with the Owner.

Areas A to E and G

- All boundary structures or hedging to be agreed with the Owner.
- Maintain visual connection between Sayes Court Garden and the wider Convoys Wharf master-plan site.
- Design and specification of all areas to be agreed with the Owner with an emphasis on allowing significant visual permeability into the site.
- Masterplan routes to be retained and design/specification to be agreed with the Owner.
- Maintain routes for maintenance and emergency access.
- Routes to be retained with priority to accommodate roads, turning circles and access requirements as set out in the approved scheme.

In all cases where the agreement of the Owner is required, such agreement not to be unreasonably withheld.

Area F

- Any space provided within Area F is subject to the terms of paragraph 1.21 of the Tenth Schedule to the Section 105 Agreement of which this Plan 5 forms part. Such part of Area F as may be made available is subject to the agreement of the Council and is to be kept open and is not to be enclosed.

- Application Red Line Boundary
- Development Plot
- Protected Wharf
- Open Space Areas

NB: Plot P17 has been removed from the proposals.

Open Space Areas

Area A:	4,215m ²
Area B:	3,955m ²
Area C:	2,915m ²
Area D:	1,351m ²
Area E:	2,582m ²
Area F:	11,090m ²
Area G:	1,510m ²

CONVOYS WHARF DEVELOPMENT

John Evelyn Centre Open Space Offer

1:1500@A1 / 1:3000@A3

February 2015

CON4_PA_04_001C

STATUS: ILLUSTRATIVE

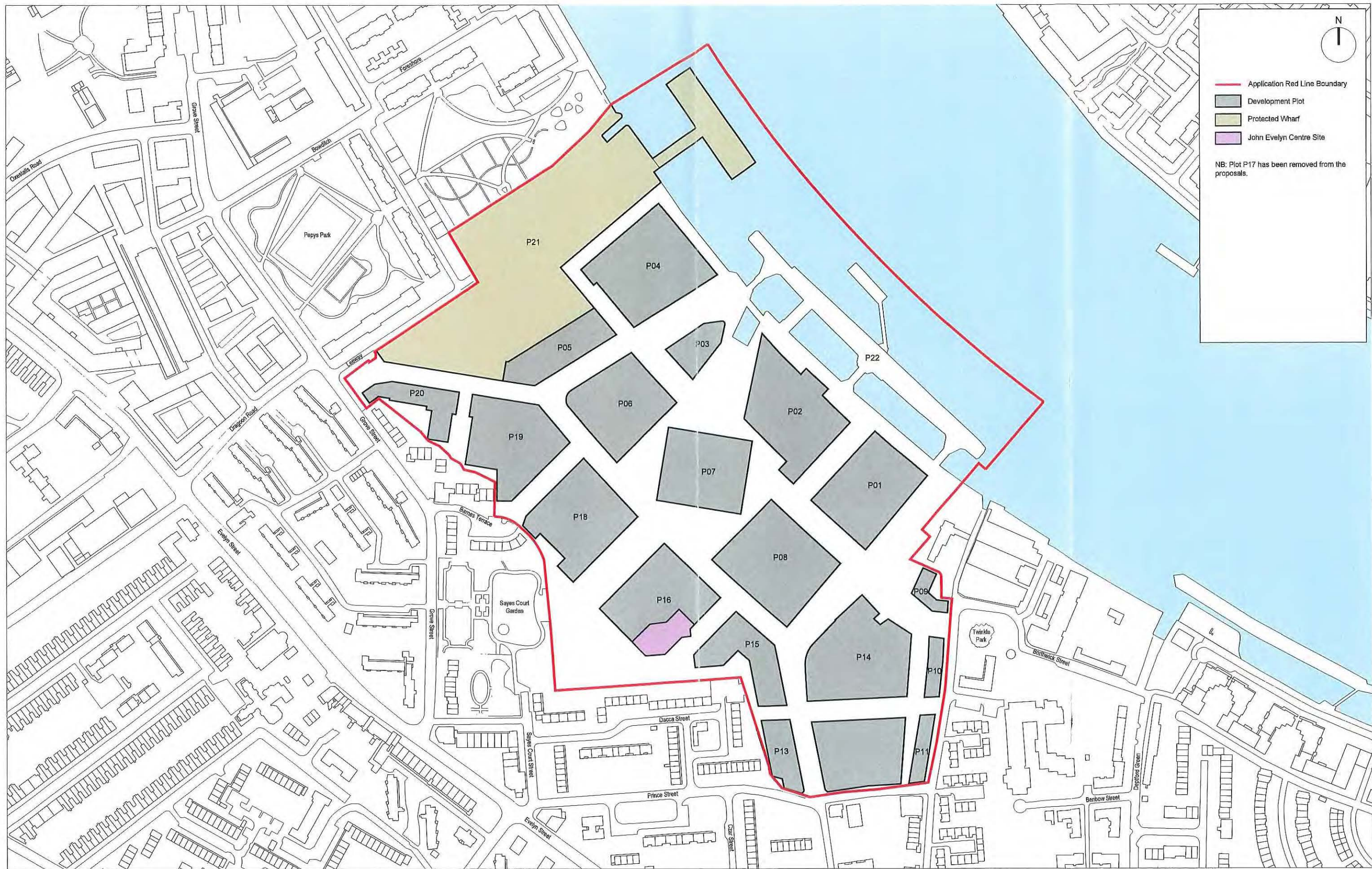
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CONVOYS WHARF
LONDON SE2

SCALE 1:1500 @ A1



N

- Application Red Line Boundary
- Development Plot
- Protected Wharf
- John Evelyn Centre Site

NB: Plot P17 has been removed from the proposals.

CONVOYS WHARF DEVELOPMENT

John Evelyn Centre Site

1:1500@A1 / 1:3000@A3

November 2014

CON1-PA-04-002
STATUS: ILLUSTRATIVE

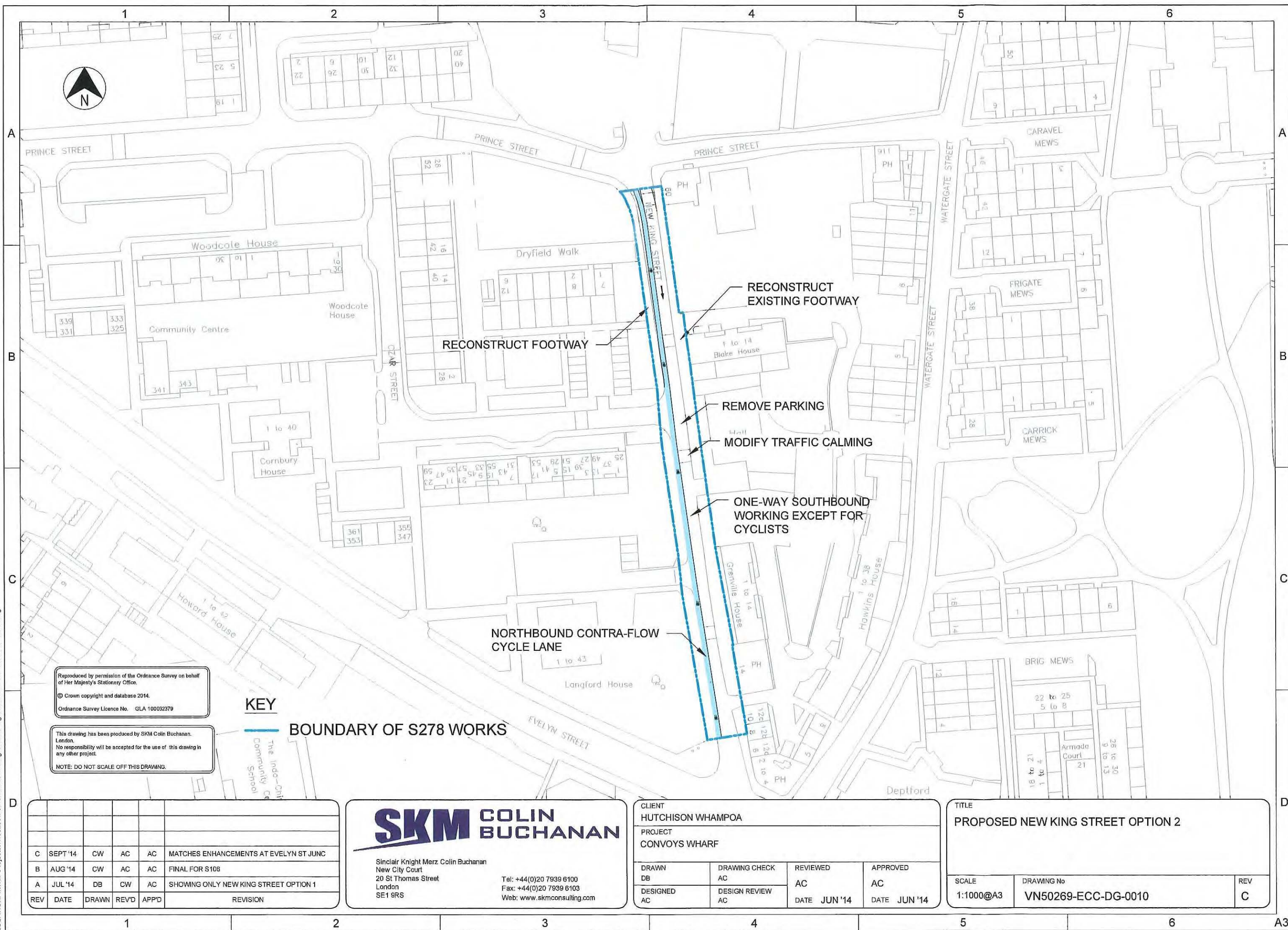
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CONVOYS WHARF
LONDON SE3

SCALE 1:1500 @ A1

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LOCATION: I:\NIP\Projects\VN50269\Deliverables\Drawings\Civils\DWG\VN50269-ECC-DG-0010 Rev C.dwg



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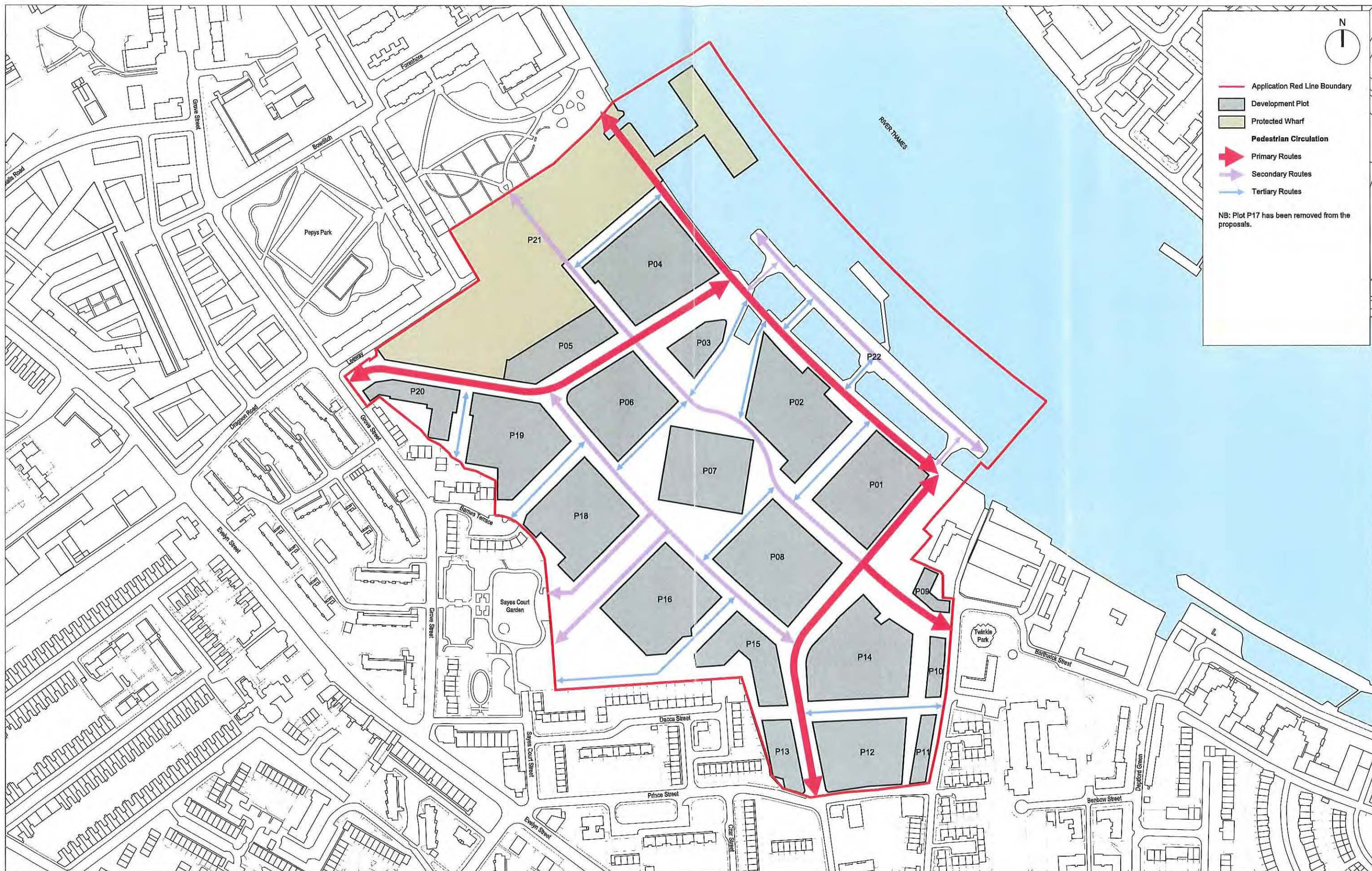


This aerial photograph shows the River Thames flowing through a landscape. A label 'River Thames' points to the main body of water, and another label 'Greenwich Reach' points to a specific section of the river.

Palmate Wharf

What's What?

This official copy issued on 12 May 2014 shows the state of this title plan on 12 May 2014 at 10:14:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 – Title Plans and Boundaries.
This title is dealt with by Land Registry, Telford Office.



CONVOYS WHARF DEVELOPMENT

Circulation - Pedestrian Access

1:1500@A1 / 1:3000@A3

August 2014

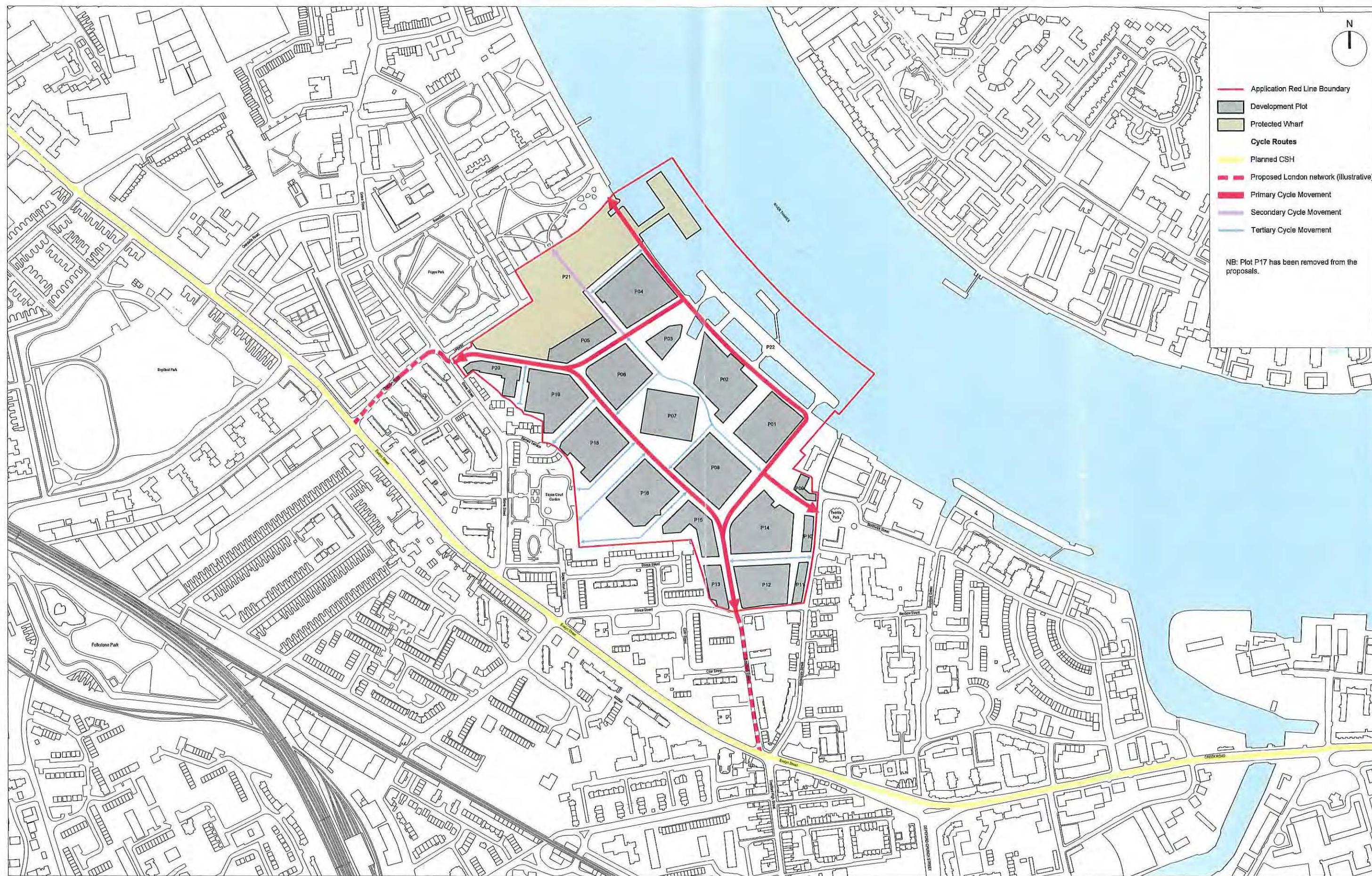
CON1-PA-04-013

CONVOYS WHARF
LONDON S28

SCALE 1:1500 @ A1

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Circulation - Cycle Routes

1:2500@A1 / 1:5000@A3

November 2014

CON1-PA-04-008

STATUS: ILLUSTRATIVE

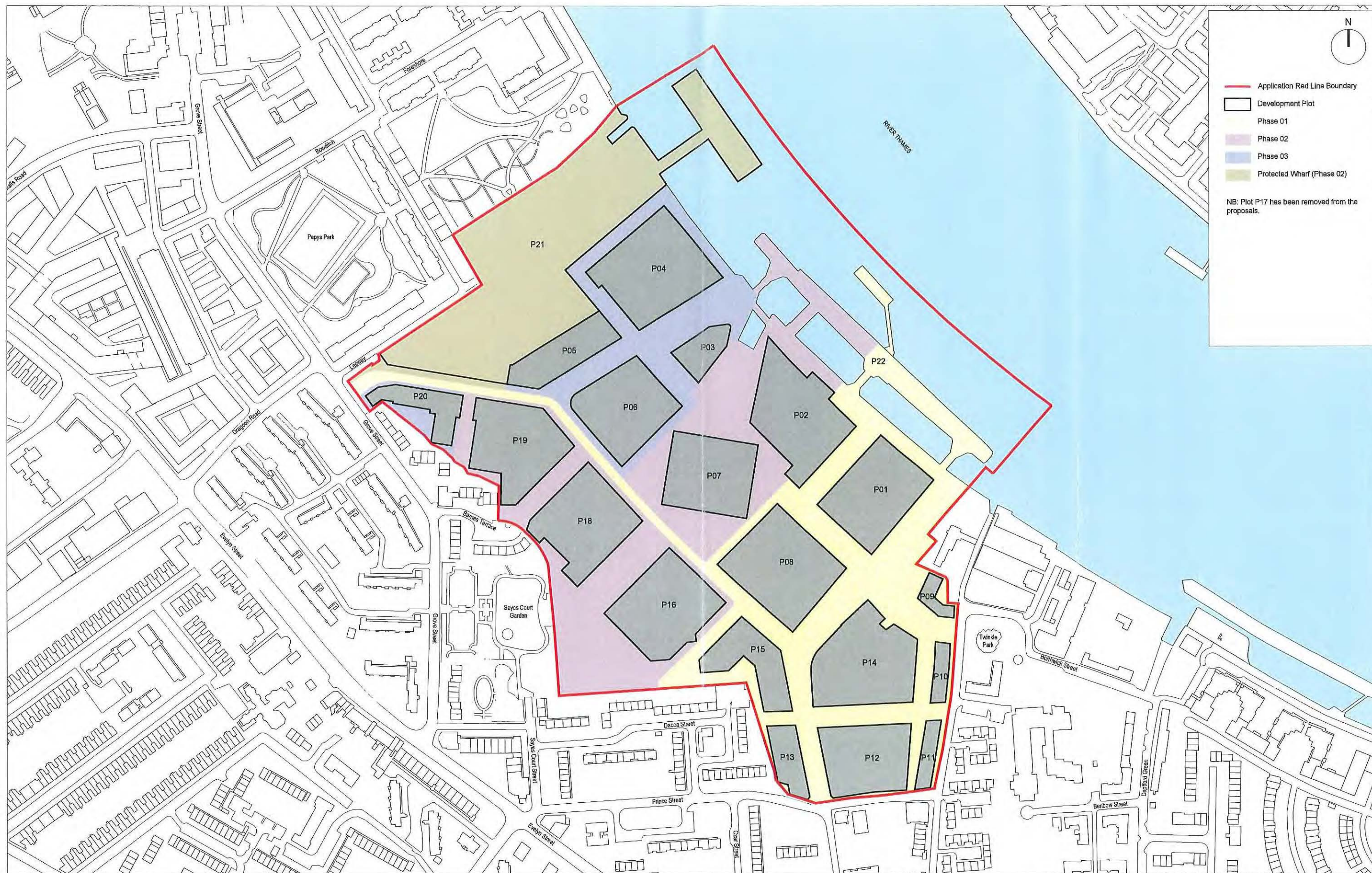
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CONVOYS WHARF
LONDON SE8

SCALE 1:2500 @ A1



- Application Red Line Boundary
- Development Plot
- Phase 01
- Phase 02
- Phase 03
- Protected Wharf (Phase 02)

NB: Plot P17 has been removed from the proposals.

CONVOYS WHARF DEVELOPMENT

Phasing Plan

1:1500@A1 / 1:3000@A3

February 2014

CON1-PA-03-018A

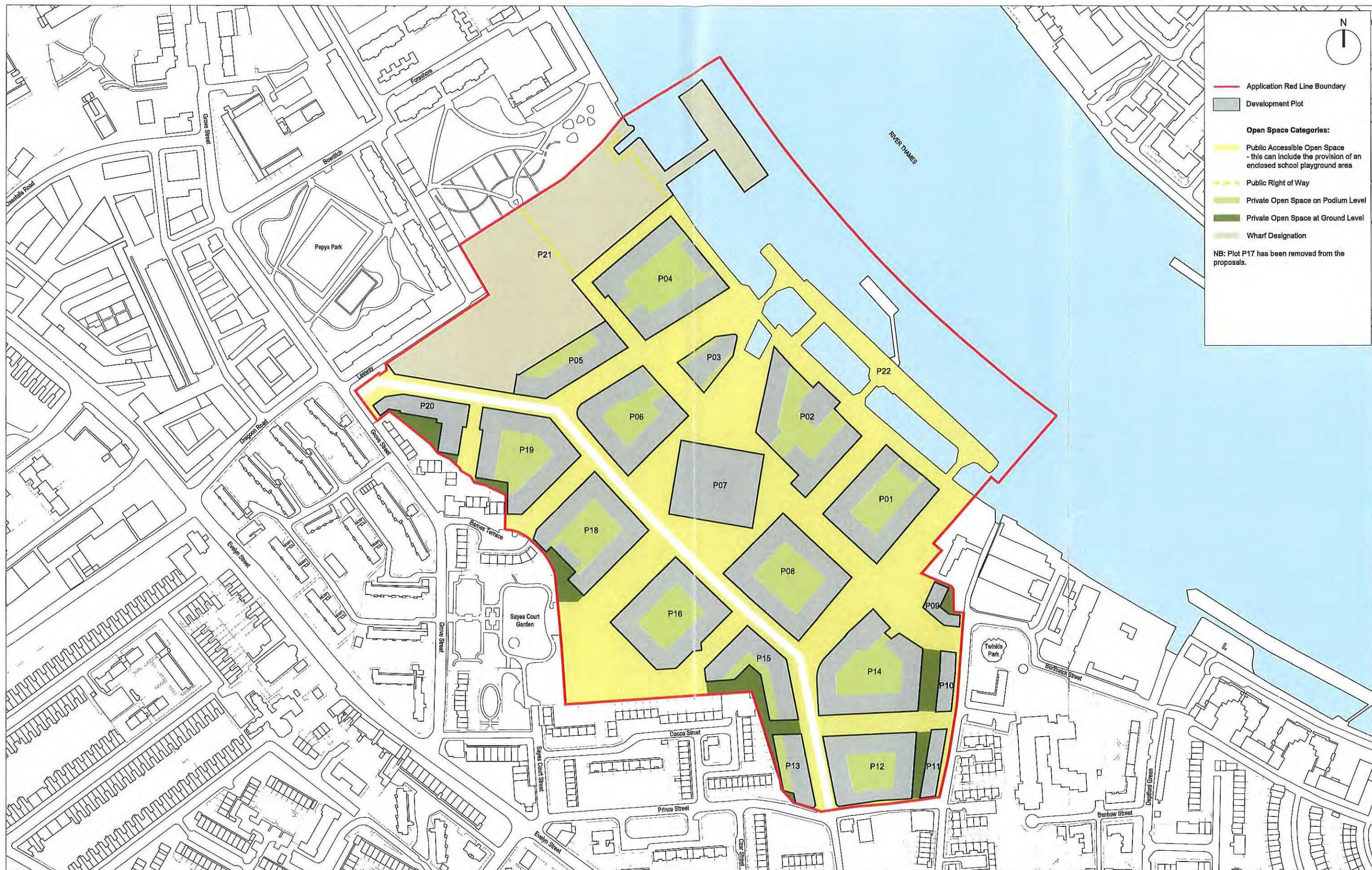
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CONVOYS WHARF
LONDON SE3

SCALE 1:1500 @ A1



CONVOYS WHARF DEVELOPMENT

Open Space

1:1500@A1 / 1:3000@A3

February 2014

CON1-PA-04-012A

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CONVOYS WHARF
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SCALE 1:1500 @ A1

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Approximate River Bus Pier Location

1:1500@A1 / 1:3000@A3

November 2014

CON1-PA-04-004

STATUS: ILLUSTRATIVE

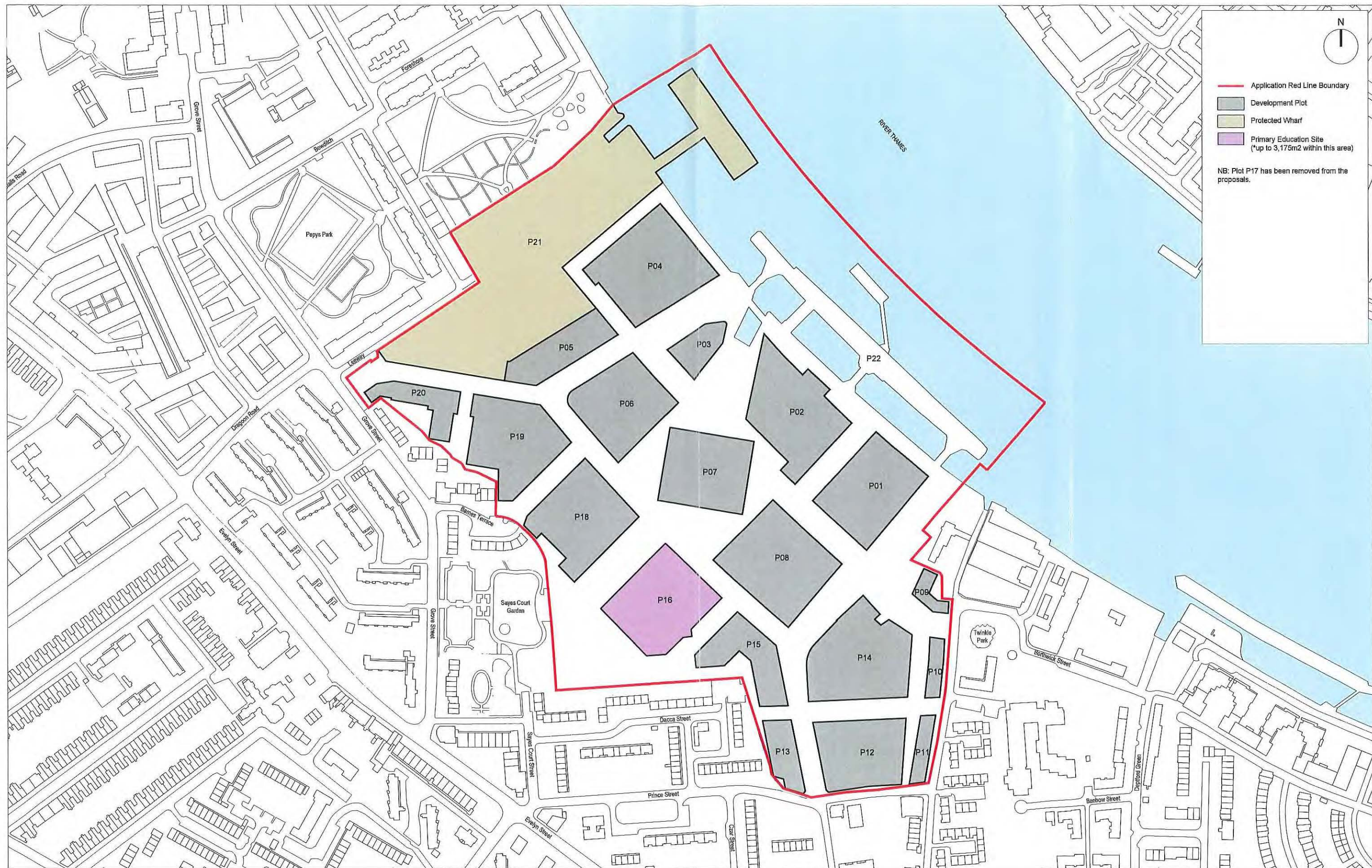
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LONDON S23

SCALE 1:1500 @ A1



CONVOYS WHARF DEVELOPMENT

Primary Education Site

1:1500@A1 / 1:3000@A3

November 2014

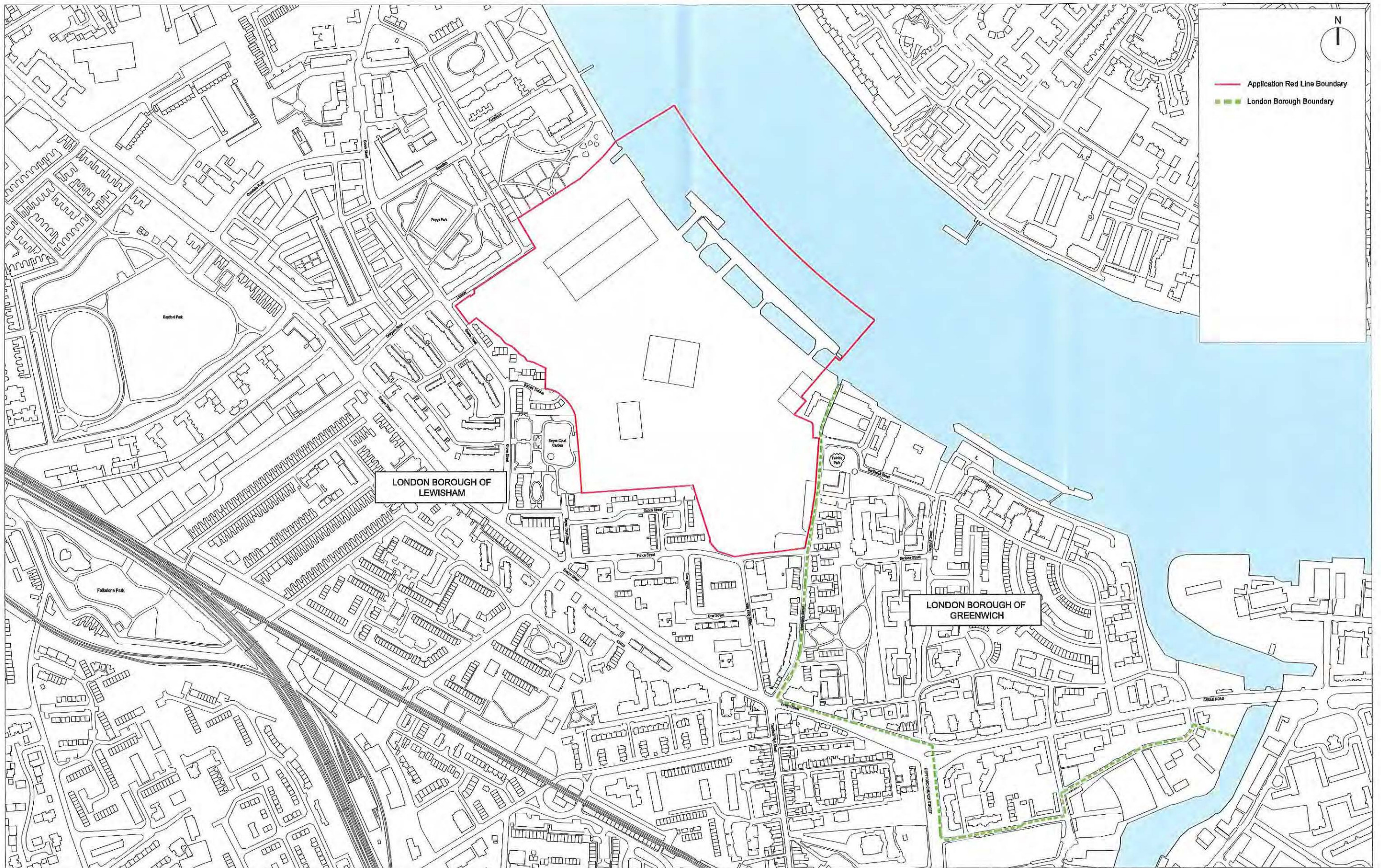
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CONVOYS WHARF DEVELOPMENT

Planning Application Boundary

1:2500@A1 / 1:5000@A3

April 2013

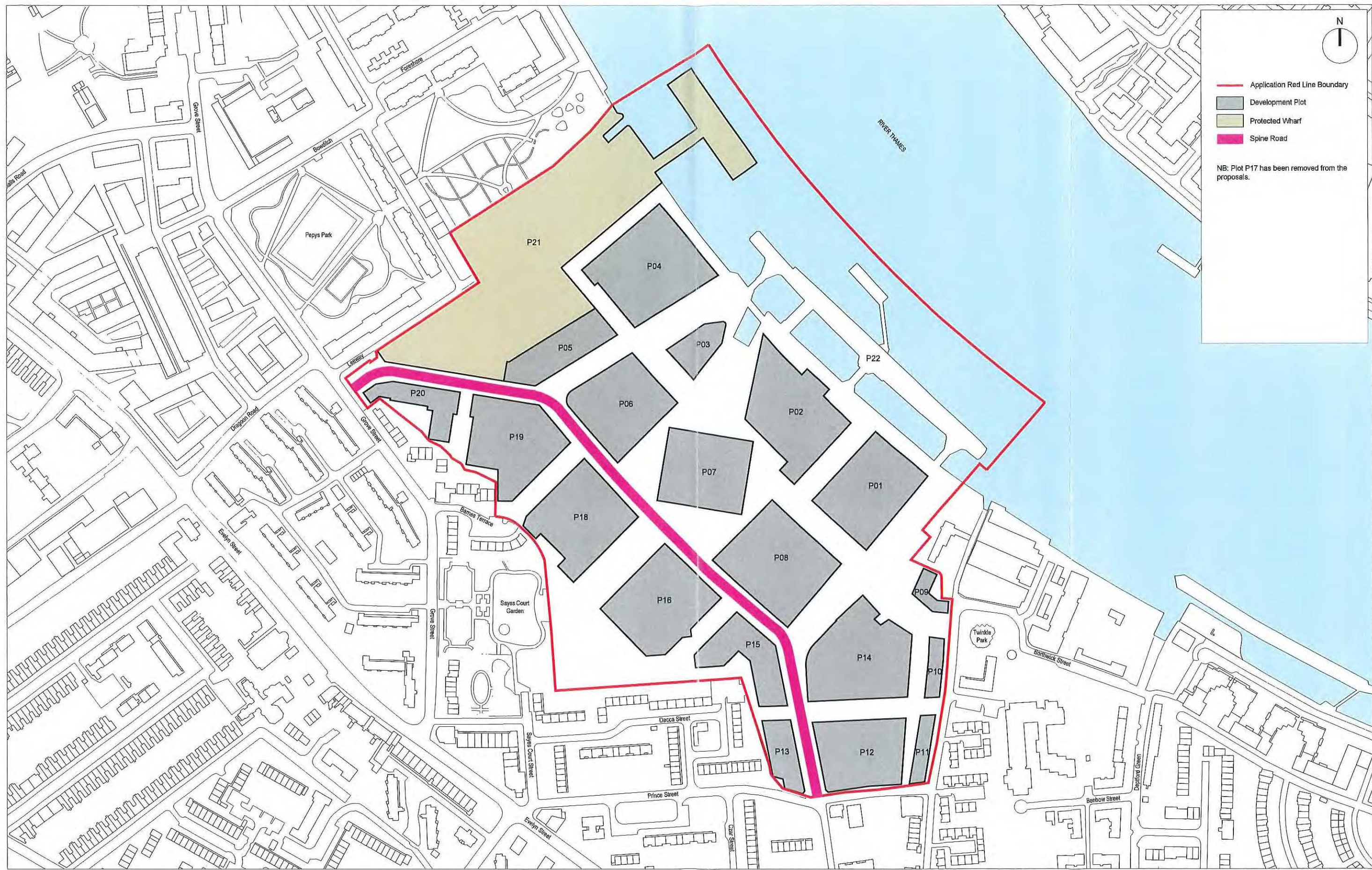
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- Application Red Line Boundary
 - Development Plot
 - Protected Wharf
 - Spine Road
- NB: Plot P17 has been removed from the proposals.

CONVOYS WHARF DEVELOPMENT

Spine Road

1:1500@A1 / 1:3000@A3

November 2014

CON1-PA-04-007
STATUS: ILLUSTRATIVE

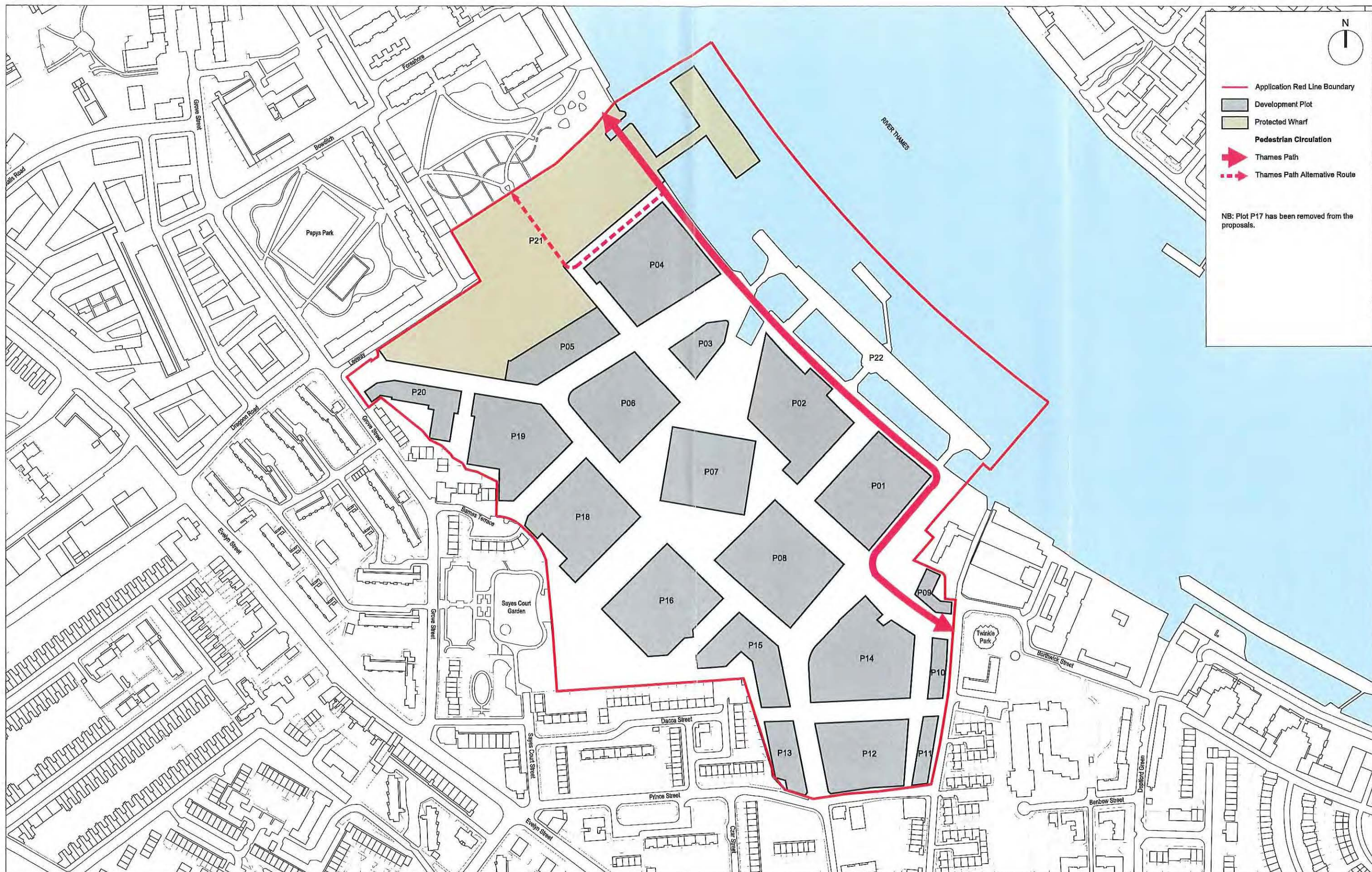
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CONVOYS WHARF
LONDON SE8

SCALE 1:1500 @ A1



- Application Red Line Boundary
- Development Plot
- Protected Wharf
- Pedestrian Circulation**
- ➔ Thames Path
- ➔ Thames Path Alternative Route

NB: Plot P17 has been removed from the proposals.

CONVOYS WHARF DEVELOPMENT

Circulation - Thames Path

1:1500@A1 / 1:3000@A3

November 2014

CON1-PA-04-003

STATUS: ILLUSTRATIVE

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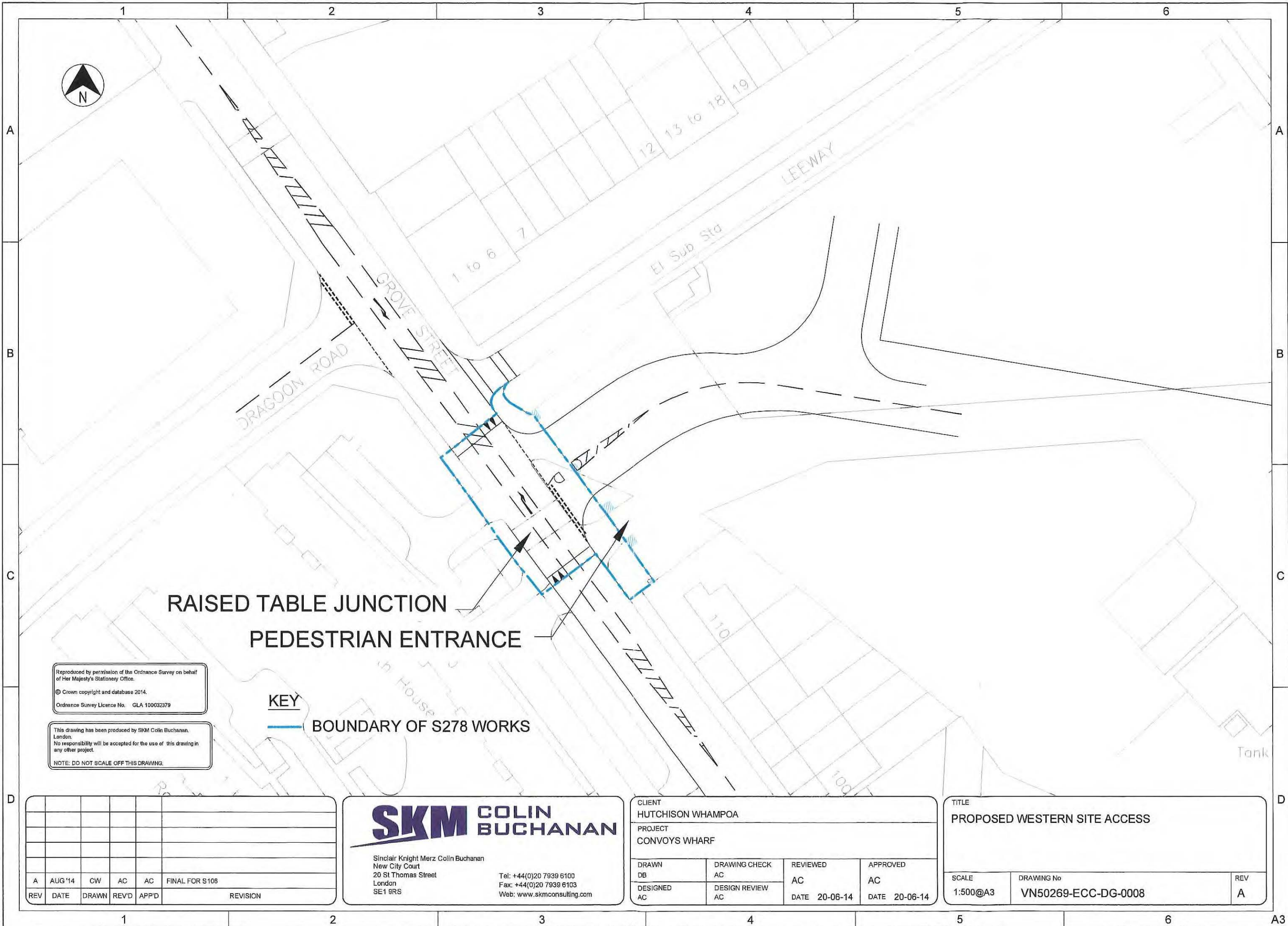
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RAISED TABLE JUNCTION
PEDESTRIAN ENTRANCE

KEY
— BOUNDARY OF S278 WORKS

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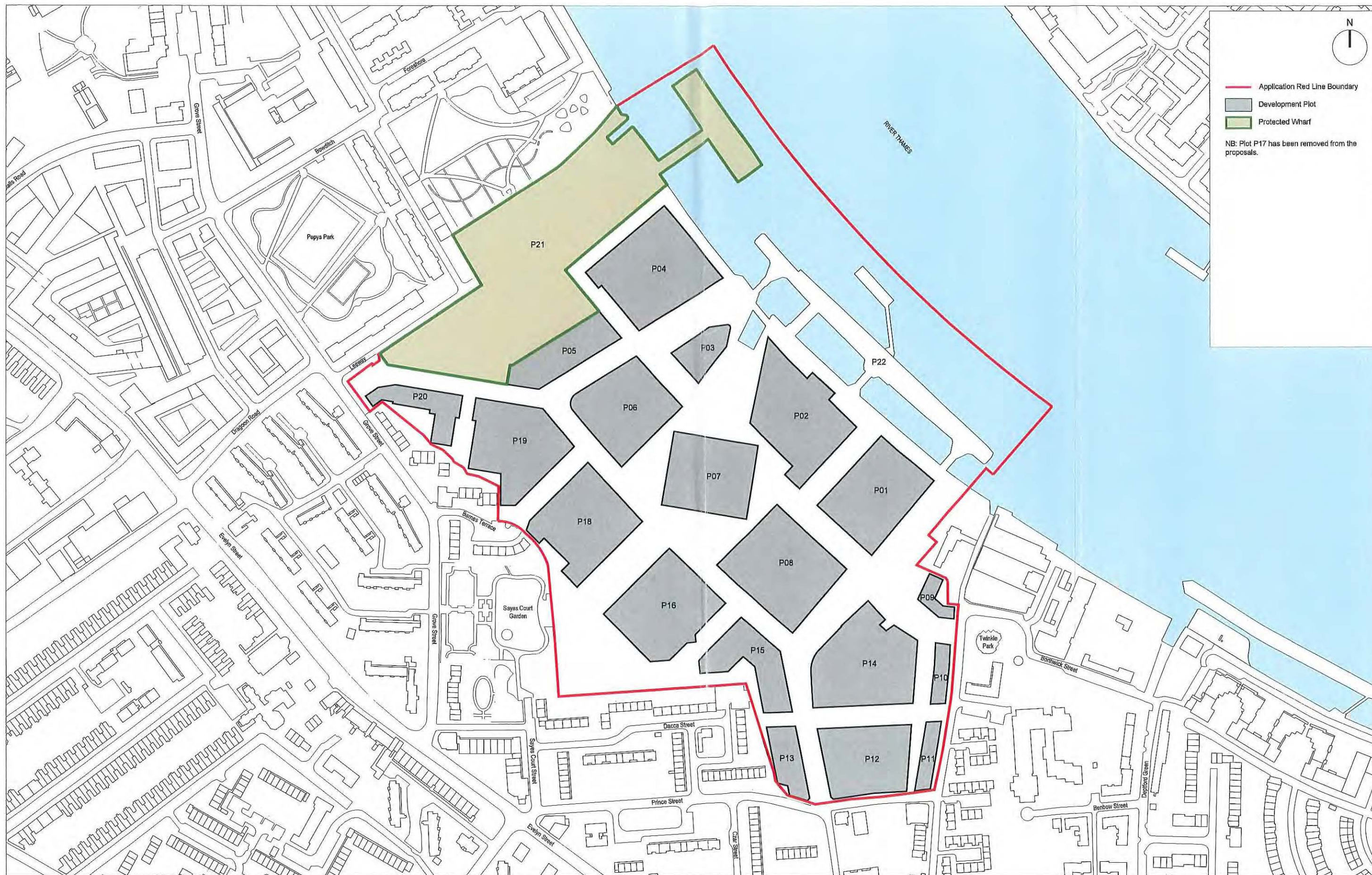
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A	AUG '14	CW	AC	AC	FINAL FOR S106

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Sinclair Knight Merz Colin Buchanan
New City Court
20 St Thomas Street
London
SE1 9RS
Tel: +44(0)20 7939 6100
Fax: +44(0)20 7939 6103
Web: www.skmconsulting.com

CLIENT HUTCHISON WHAMPOA			
PROJECT CONVOYS WHARF			
DRAWN DB	DRAWING CHECK AC	REVIEWED AC	APPROVED AC
DESIGNED AC	DESIGN REVIEW AC	DATE 20-06-14	DATE 20-06-14

TITLE PROPOSED WESTERN SITE ACCESS		
SCALE 1:500@A3	DRAWING No VN50269-ECC-DG-0008	REV A



- Application Red Line Boundary
- Development Plot
- Protected Wharf

NB: Plot P17 has been removed from the proposals.

CONVOYS WHARF DEVELOPMENT

Protected Wharf Site

1:1500@A1 / 1:3000@A3

November 2014

CON1-PA-04-009
STATUS: ILLUSTRATIVE

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CONVOYS WHARF
LONDON S23

SCALE 1:1500 @ A1

The common seal of THE GREATER LONDON)
AUTHORITY was affixed to this deed in the)
presence of:



Edward Hester

[signature]

EDWARD HESTER

[print name]

The common seal of TRANSPORT FOR LONDON)
was affixed to this deed in the presence of:)




Mark Streetter

[signature]

MARK STREETTER

[print name]

The common seal of THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH OF)
LEWISHAM was affixed to this deed in the
presence of:


[signature]

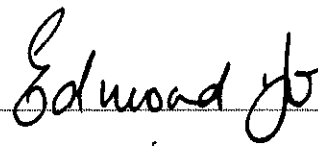
K. KAZANTZIS

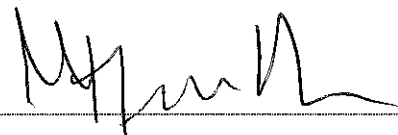
[print name]

for Head of Law

414734

Signed as a deed by CONVOYS PROPERTIES
LIMITED acting by its attorney EDMOND HO:


in the presence of:


[signature of witness]

MICHAEL HEWORTH-DUNN

[print name of witness]

Address

HUTCHISON HOUSE
5 HESTER ROAD
LONDON SW11 4AN

Occupation

SOLICITOR