

DATED

8 October

2010

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

- and -

**ST. MARTINS PROPERTY INVESTMENTS LIMITED**

---

AGREEMENT PURSUANT TO SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990  
AND OTHER POWERS IN RELATION TO LAND KNOWN AS:  
**CHAMBERS WHARF CHAMBERS STREET LONDON SE16 4XQ**

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Deborah Collins  
Director of Communities, Law & Governance  
London Borough of Southwark  
160 Tooley Street  
London SE1 2TZ Ref: LEG/RP/PL/S106/128510 (SY) – 07-AP-1262

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**THIS DEED** is made the  
Thousand and Ten

8<sup>th</sup> day of

October

Two

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of the Town Hall Peckham Road London SE5 8UB of the first part (hereinafter referred to as "**the Council**");

**AND**

- (2) **ST. MARTINS PROPERTY INVESTMENTS LIMITED** a company registered in England and Wales (Company No. 1124205) whose registered office is Shackleton House 4 Battlebridge Lane London Bridge City London SE1 2HX of the second part (hereinafter referred to as "**the Developer**")

**WHEREAS:**

- (A) The Developer wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein.
- (B) The Developer is the freehold owner of the Site as the same is registered with Title Absolute under Title Numbers SGL246760 and SGL269207 at H.M. Land Registry.
- (C) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable. The Developer having submitted a Three Dragons viability appraisal on 6 June 2007 and in the interests of prioritising the early delivery of affordable housing within Phase 1 of the Development during the economic downturn, the Council has agreed to receive the Contributions in a phased manner over the phases of the Development. Having regard to the provisions of the development plan and the planning considerations affecting the Site, the Council considers it in the interests of the proper planning of its area that 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 WITNESSETH:**

1. Definitions and Interpretation

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

"1990 Act"                      The Town and Country Planning Act 1990;

"Acts"                              Section 278 of the Highways Act 1980, Section 27 of the Greater London Council (General Powers) Act 1969, Section 16

of the Greater London Council (General Powers) Act 1974, Section 2 of the Local Government Act 2000 and Sections 111 120 and 123 of the Local Government Act 1972 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;

**"Administration  
Cost"**

The sum of £49,648.95 (forty nine thousand six hundred and forty eight pounds and ninety five pence) Index Linked to be paid by the Developer to the Council in two instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but remain applicable to the whole of the Development): -

- (i) £15,743.68 on or before Implementation of Phase 1, and
- (ii) £33,905.27 on or before Implementation of Phase 2,

both in accordance with Schedule 3 for the reasonable costs incurred by the Council in administering the Deed including maintenance of financial records, monitoring the progress of the Development including receipt of payments made and expended and applied, and monitoring compliance with the terms of the Deed;

**"Affordable  
Housing"**

Affordable housing that is attainable for purchase and / or rent by those households who cannot afford to buy or rent anywhere in the Borough at market housing prices and in the case of housing occupied on Shared Ownership Terms or Intermediate Rent Terms shall refer to accommodation which is attainable for purchase by households where the average total gross household annual income does not exceed £29,195 in respect of all 1 bed dwellings, £35,943 in respect of all 2 bed dwellings, £42,372 in respect of all 3 bed dwellings or £44,154 in respect of all 4 bed dwellings and in all cases whose total annual expenditure upon rent, mortgage, and service charges does not exceed 40% of net household income. All income thresholds are to rise annually from the date of this Deed in accordance with such annual reviews of those corresponding figures as are published by the Mayor of London or any successor public authority to reflect changes in local income / house-price ratios and further PROVIDED THAT in default of such figures being so published on an annual basis such sums may rise from time to time by agreement in writing between the Council and the Registered Social Landlord having regard to changes in income levels and house prices in

the Borough (both parties acting reasonably). Net household income is defined as 70% of gross household income;

**"Affordable Housing Units"**

The 180 Dwellings (being 526 Habitable Rooms) to be constructed upon the Site pursuant to the Approved Affordable Housing Mix and to include the Social Rented Units, Intermediate Housing Units, and the Wheelchair Accessible Affordable Housing Units;

**"Application"**

The application for planning permission submitted by the Developer to the Council and received by the Council on 1 June 2007 as amended by revisions and amendments received on 11 March 2008, 19 June 2009, 26 May 2010 and 1 June 2010 to carry out the Development upon the Site (LBS Registered Number 07-AP-1262);

**"the Approved Affordable Housing Mix"**

The approved mix of Affordable Housing Units both in terms of tenure and size and as set out in Schedule 5 of this Deed and to include the tenure and size of the Wheelchair Accessible Affordable Housing;

**"Archaeology Contribution"**

The sum of £13,500 (thirteen thousand and five hundred pounds) Index Linked to be paid by the Developer to the Council in accordance with Paragraph 1 of Schedule 3;

**"Avenue"**

A walkway to be constructed and provided as part of the Development in the position shown for identification purposes only shaded blue on the Plan in accordance with a specification to be submitted by the Developer and approved by the Council in writing pursuant to paragraph 10.1 of Schedule 2 and which shall: -

- (i) be designed in accordance with Secured by Design guidance and all relevant policies of the Southwark Plan 2007 (including relevant supplementary planning documents) (all as extant at the time), and
- (ii) include details of any hard and soft landscaping, surface treatment, materials, ramps, handrails, gates, low level security and bollard lighting and any other appropriate security measures, signage, street furniture and other architectural features, and
- (iii) provide adequate and safe access to the public (including but without limitation to those with mobility impairments, wheelchair users and other ambulant and

non-ambulant disabled persons) over the Avenue, and

which shall be made available for use by the public in accordance with the provisions of paragraph 10 of Schedule 2 of this Deed;

- "Borough"** The London Borough of Southwark;
- "Building A"** Building A comprised in Phase 2 of the Development and shown for the purposes of identification only on the Building A Plan;
- "Building B"** Building B comprised in Phase 3 of the Development and shown for the purposes of identification only on the Building B Plan;
- "Building C"** Building C comprised in Phase 4 of the Development and shown for the purposes of identification only on the Building C Plan;
- "Building D"** Building D comprised in Phase 5 of the Development and shown for the purposes of identification only on the Building D Plan;
- "Building F"** Building F within Phase 1 of the Development comprising 93 Affordable Housing Units shown for the purposes of identification only on the Building F Plan;
- "Building G"** Building G within Phase 1 of the Development comprising 87 Affordable Housing Units and the D1 Facility shown for the purposes of identification only on the Building G Plan;
- "Building A Plan"** The plan annexed hereto marked "Building A Plan"
- "Building B Plan"** The plan annexed hereto marked "Building B Plan"
- "Building C Plan"** The plan annexed hereto marked "Building C Plan"
- "Building D Plan"** The plan annexed hereto marked "Building D Plan"
- "Building F Plan"** The plan annexed hereto marked "Building F Plan"
- "Building G Plan"** The plan annexed hereto marked "Building G Plan"
- "Car Club"** The car club to be promoted by the Developer pursuant to the Car Club Scheme;
- "Car Club On Street"** The provision of two (2) Car Club on street spaces to be

**"Spaces"**

provided by the Developer either on Chambers Street or Llewellyn Street or other highways in the vicinity of the Development at a location and in accordance with a specification to be approved by the Council as part of the Section 278 Highway Works;

**"Car Club Operator"**

Streetcar (being the Council's preferred operator in the vicinity of the Development) which shall initially operate for a minimum period of three (3) years in the first instance or such other third party operator nominated by the Developer to operate the Car Club Scheme, subject to the approval of the Director of Regeneration (such approval not to be unreasonably withheld or delayed);

**"Car Club Scheme"**

A car club scheme to include details of the Car Club On Street Spaces, the proposed agreement with the Car Club Operator including any financial arrangements and the detail of the provision of one (1) twelve (12) month free Car Club subscription membership (for the avoidance of doubt such provision to exclude all charges levied on a per trip or per mile basis) for each Dwelling upon that Dwelling's first Occupation for residential use which for the clarification of doubt may be submitted as part of the Travel Plan;

**"Certificate of Completion"**

Certificate(s) to be issued by the Council on completion of each Stage 1 and Stage 2 of the Section 278 Highway Works to the satisfaction of the Council (being the certificate(s) issued by the Council prior to the start of the maintenance period of the relevant Section 278 Highway Works pursuant to the Section 278 Highways Agreement(s));

**"Children's Play & Equipment Contribution"**

The sum of £100,000 (one hundred thousand pounds) Index Linked to be paid by the Developer to the Council in accordance with Schedule 3 towards the provision of children's play space, play equipment and associated costs in the vicinity of the Site (with priority in the first instance to be accorded to the existing playground in Scott Liggett Crescent but without prejudice to the Council's discretion to expend the contribution for similar provision in the vicinity of the Site);

**"Communities Facilities Contribution"**

The sum of £75,548 (seventy five thousand five hundred and forty eight pounds) Index Linked to be paid by the Developer to the Council towards the provision of community facilities in the vicinity of the Site in four instalments (which for the

avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but remain applicable and payable in respect of the whole of the Development), namely:-

- (i) £21,154 on or before Implementation of Phase 2;
- (ii) £25,868 on or before Substantial Commencement of Phase 3;
- (iii) £21,153 on or before Substantial Commencement of Phase 4;
- (iv) £7,555 on or before Substantial Commencement of Phase 5;

in accordance with Schedule 3;

**"Community Project Fund"**

The sum of £1,500,000 (one million and five hundred thousand pounds) Index Linked to be paid by the Developer to the Council in three instalments in accordance with Schedule 3, namely: -

- (i) £400,000 on or before Implementation of Phase 1;
- (ii) £550,000 on or before Implementation of Phase 2;
- (iii) £550,000 on or before Substantial Commencement of Phase 4;

to be expended by the Council for projects within the Community Project Bank subject to the provisions of paragraphs 1.5 and 1.6 of Schedule 4;

**"Community Project Bank"**

A community project bank for the Bermondsey Community Council area which: -

- (i) comprises priorities, projects, environmental or public realm improvements for the benefit of residents of the Bermondsey Community Council Area, and
- (ii) is devised or agreed from time to time in consultation with Bermondsey Community Council and in accordance with the principles in paragraphs 57-60 of the Section 106 Planning Obligations Supplementary Planning Document (July 2007) ("the S106 SPD") (or such version of the S106 SPD as may be extant from time to



time);

**"Construction WPC(s) and Employment Contribution"**

The payment by the Developer of £265,197.50 (two hundred and sixty five thousand one hundred and ninety seven pounds and fifty pence) Index Linked for the provision of the Workplace Coordinator(s) and associated costs during the construction of the Development payable in five instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but remain payable in respect of the whole of the Development):-

- (i) £84,094.13 on or before Implementation of Phase 1;
- (ii) £45,067.21 on or before Implementation of Phase 2;
- (iii) £58,420.43 on or before Substantial Commencement of Phase 3;
- (iv) £51,743.82 on or before Substantial Commencement of Phase 4;
- (v) £25,871.91 on or before Substantial Commencement of Phase 5,

in accordance with Schedule 3;

**"Contributions"**

Archaeology Contribution, Education Contribution, Children's Play Space and Equipment Contribution, Community Project Fund, Community Facilities Contribution, Health Contribution, Public Open Space and Sports Development Contribution, Strategic Transport Contribution, Construction WPC(s) and Employment Contribution, and Traffic Management Order Contribution;

**"Council"**

The party of the first part hereto which shall include its successors to its functions from time to time;

**"D1 Facility"**

The community use facility within Class D1 being 203 square metres of gross internal floor space approximately and comprised in Building G of Phase 1 of the Development shown for the purposes of identification only shaded in blue on the D1 Plan and which shall be: -

- (i) constructed and provided by the Developer in accordance with section detail and elevation drawings to be submitted to and approved by the Council in accordance with

condition 3 of the Planning Permission, and the D1 Specification; and

- (ii) demised to the Council on the terms of the D1 Lease in accordance with and subject to the paragraphs 7.8 to 7.10, Part IV of Schedule 2 of this Deed;

**"D1 Facility Completion Notice"**

A notice served pursuant to paragraph 7.3.2 of Schedule 2 of this Deed by the Developer notifying the Council that the D1 Facility has been practically completed;

**"D1 Lease"**

A 125 year lease of the D1 Facility: -

- (i) to be granted by the Developer to the Council,
- (ii) for community use,
- (ii) substantially on the heads of terms set out in Schedule 7 of this Deed (unless otherwise agreed between the Parties acting reasonably);

**"D1 Plan"**

The illustrative plan showing for identification purposes only the D1 Facility shaded blue on drawing number Z4-A-G200-Section106-Revision 4;

**"D1 Specification"**

The detailed specification in respect of the D1 Facility at Schedule 8 in accordance with which the D1 Facility shall be constructed by the Developer in readiness for the D1 Lease and which for the avoidance of doubt does not include the internal fit out specification for the D1 Facility;

**"Defects"**

Any defects in construction or other works (excluding the tenant's internal fixtures and fittings) carried out in relation to the D1 Facility pursuant to the Planning Permission and / or any details approved thereunder and / or the approved D1 Specification;

**"Defects Notice"**

means a notice, served by the Director of Regeneration and / or Surveyor pursuant to paragraph 7.6 of Schedule 2 specifying the Defects, the remedial measures required and the reasonable length of time within which to remedy them;

**"Developer"**

The party of the second part hereto which shall include any

successors and assigns from time to time in existence;

**"Development"**

The erection of six (6) residential buildings providing 587 residential units and 275m<sup>2</sup> of flexible Class A/B1 floorspace at ground floor level along Chambers Street; 203m<sup>2</sup> of Class D1 floorspace along Llewellyn Street; basement parking; service and access roads, works of hard and soft landscaping together with other works incidental to the Application and in accordance with the Planning Permission;

**"Director of Regeneration"**

The Council's Director of Regeneration and Neighbourhoods or any other officer or person properly exercising the authority of the Director of Regeneration and Neighbourhoods for the time being;

**"Dwelling"**

Any dwelling whether comprised in the Affordable Housing Units or Remaining Units constructed on the Site pursuant to the Planning Permission;

**"Education Contribution"**

The sum of £788,227.40 (seven hundred and eighty eight thousand two hundred and twenty seven pounds and forty pence) Index Linked to be paid by the Developer to the Council towards the provision or improvement of education in the vicinity of the Site in five instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but remain applicable and payable in respect of the whole of the Development):-

- (i) £300,000 on or before Implementation of Phase 1 (with priority for this instalment to be accorded in the first instance to expenditure towards the internal fit out costs of the D1 Facility but without prejudice to the Council's discretion to expend the instalment for education provision in the vicinity of the Site);
- (ii) £136,703.67 on or before Occupation of Phase 2;
- (iii) £165,997.32 on or before Occupation of Phase 3;
- (iv) £136,703.67 on or before Occupation of Phase 4;
- (v) £48,822.74 on or before Occupation of Phase 5

in accordance with Schedule 3;

**"Habitable Rooms"**

A room with at least one window within a Dwelling which room is: -

(a) capable of use for sleeping, living or dining; or

(b) a kitchen with an overall floor area of not less than 11 m<sup>2</sup>, but excluding in all cases toilets, bathrooms, landings, halls and lobbies;

**"Health Contribution"**

The sum of £534,293.18 (five hundred and thirty four thousand two hundred and ninety three pounds and eighteen pence) Index Linked to be paid by the Developer to the Council in five instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but remain applicable and payable in respect of the whole Development) towards the provision or improvement of health facilities and associated costs in the vicinity of the Site: -

(i) £169,424.31 on or before Occupation of Phase 1;

(ii) £90,796.68 on or before Occupation of Phase 2;

(iii) £117,699.89 on or before Occupation of Phase 3;

(iv) £104,248.20 on or before Occupation of Phase 4;

(v) £52,124.10 on or before Occupation of Phase 5;

in accordance with Schedule 3;

**"Highway Authorities"**

The Council in respect of the Section 278 Highway Works and TfL in respect of the TfL Highway Works (and any statutory successors from time to time in existence);

**"Implementation Date"**

The date upon which a material operation as defined in section 56 of the Town and Country Planning Act 1990 shall be first carried out in respect of the Development upon the Site and references to "Implementation" and "Implement" shall be construed accordingly (and for the clarification of doubt where the context permits "Implementation" and "Implement" may be construed as independent events in respect of any one of the Phases of the Development) PROVIDED THAT (for the purposes of this Deed and no other purpose) the following

shall not be deemed material operations namely operations consisting of site clearance, demolition work, removal of the existing jetty, 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;

**"Index"**

The Index means: -

- (i) in relation to the Contributions, the RPIX all items excluding mortgage interest (RPIX) published by the Office for National Statistics or the BCIS General Building Cost Index :- published monthly by the Building Cost Information Service (as the case may be) to be applied in accordance with clause 13, and
- (ii) in relation to the Section 278 Highway Works Bonds and the TfL Highway Works Bond, the Road Construction Tender Price Index issued by the Department for Transport to be applied in accordance with clause 13;

**"Index Linked"**

The increase in value of any of the Contribution(s) based on the Index to be calculated and payable in accordance with Clause 13 of this Deed ;

**"Intermediate Housing Units"**

- (ii) The sixty one (61) Affordable Housing Units other than the Social Rented Units all of which are comprised in Building F and which are more particularly detailed in the Approved Affordable Housing Mix and which shall be made available either on Intermediate Rent Terms or Shared Ownership Terms;

**"Intermediate Rent Terms"**

Affordable Housing Units (other than the Social Rented Units) to be made available at rents ranging between target rents for affordable rented housing set by the Homes and Communities Agency from time to time and a maximum of 80% of open market rents for residential units of a comparable type and size in the Borough which shall be let on an assured shorthold tenancy or assured tenancy;

**"Local Employment and Skills Agencies"**

Local and employment skills agencies such as the Bosco Centre and Construction Related Skills;

<b>"London Plan"</b>	The London Plan Spatial Development Strategy for Greater London Consolidated with Alterations since 2004;
<b>"Occupation Date"</b>	The first date when any part of the Development (including Individual Dwellings or Remaining Units or part(s) thereof) is occupied for the purposes permitted by the Planning Permission and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly but for the clarification of doubt are not to include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>"Parking Bay"</b>	A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated;
<b>"Parking Permits"</b>	A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay;
<b>"Part A River Walkway"</b>	The part of the River Walkway which fronts Phases 2, 3 and 4 as shown for identification purposes only shaded yellow on drawing number AL-SITE(00)-Section 106 annexed hereto;
<b>"Part B River Walkway"</b>	the part of the River Walkway which fronts Phase 5 as shown for identification purposes only shaded blue on drawing number AL-SITE(00)-Section 106 annexed hereto;
<b>"Parties"</b>	The Council and the Developer;
<b>"Pedestrian Route"</b>	<p>A pedestrian walkway to be constructed and provided as part of the Development in the position shown for identification purposes only shaded yellow on the Plan in accordance with a specification to be submitted by the Developer and approved by the Council in writing pursuant to paragraph 10.1 of Schedule 2 and which shall: -</p> <ul style="list-style-type: none"> <li>(i) be designed in accordance with Secured by Design guidance and all relevant policies of the Southwark Plan 2007 (including relevant supplementary planning documents) (all as extant at the time), and</li> <li>(ii) include details of any hard and soft landscaping, surface treatment, materials, ramps, handrails, gates, low level security and bollard lighting and any other appropriate security measures, signage, street furniture and other</li> </ul>

architectural features, and

- (iii) provide adequate and safe pedestrian access to the public (including but without limitation to those with mobility impairments, wheelchair users and other ambulant and non-ambulant disabled persons) over the Pedestrian Route;

which shall be made available for use by the public in accordance with the provisions of paragraph 10 of Schedule 2 of this Deed;

- "Perpetuity Period"** For the purposes only of any such part(s) of this Deed as may be subject to the rule against perpetuities the perpetuity period shall be a period of one hundred and fifty (150) years from the date hereof;
- "Phase 1"** The part of the Development comprising construction of Building F and Building G and associated works pursuant to the Planning Permission;
- "Phase 2"** The part of the Development comprising construction of Building A and associated works pursuant to the Planning Permission
- "Phase 3"** The part of the Development comprising construction of Building B and associated works pursuant to the Planning Permission;
- "Phase 4"** The part of the Development comprising construction of Building C and associated works pursuant to the Planning Permission;
- "Phase 5"** the part of the Development comprising construction of Building D and associated works pursuant to the Planning Permission;
- "Phase"** Any one of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 of the Development as the context permits;
- "Phases"** Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 of the Development collectively;
- "Phase 2 Children's Play Space"** The children's play space and associated equipment to the approximate value of £50,000 (fifty thousand pounds) Index Linked to be provided by the Developer within Phase 2 of the Development adjoining Building A and shown for the purposes of identification only coloured brown on the Plan for use by children of occupiers of the Development in accordance with a specification to be submitted to and approved in writing by the

Director of Regeneration pursuant to paragraph 8 of Schedule 2;

**"Phasing Order"**

The order in which phases of the Development will be Implemented and carried out namely in logical numerical order:

- (i) Phase 1 (Buildings F and G)
- (ii) Phase 2 (Building A)
- (iii) Phase 3 (Building B)
- (iv) Phase 4 (Building C)
- (v) Phase 5 (Building D)

unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed);

**"Plan"**

The plan of the Site annexed hereto;

**"Planning Permission"**

The planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;

**"Practical Completion"**

The date of issue of a certificate of practical completion in respect of each of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 of the Development by the Developer's architect or engineer or surveyor or in the event that the Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect or engineer or surveyor and "Practical Completion Date" shall be construed accordingly;

**"Pre-Qualified Firms"**

Approved or accredited contractors, vetted by <http://www.exorgroup.co.uk/>;

**"Public Open Space and Sports' Development Contribution"**

The sum of £569,621 (five hundred and sixty nine thousand six hundred and twenty one pounds) Index Linked to be paid by the Developer to the Council in four instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but the entire Contribution is payable in respect of the Development) towards the provision of new or improvement of existing public open space or sports facilities in the vicinity of the Site: -

- (i) £159,493.88 on or before Implementation of Phase 2;



- (ii) £193,671.14 on or before Substantial Commencement of Phase 3;
- (iii) £159,493.88 on or before Substantial Commencement of Phase 4;
- (iv) £56,962.10 on or before Substantial Commencement of Phase 5

in accordance with Schedule 3;

**"Registered Social Landlord"**

A registered social landlord within the meaning of the Housing Act 1996 (and any amendment re-enactment or successor provision), either:

- (a) drawn from the list of registered social landlords set out in Appendix 3 of the Affordable Housing Supplementary Planning Document (September 2008) attached hereto as schedule 9 and not removed from the register pursuant to Section 4 of that Act, or
- (b) approved for the purposes of this Deed in writing by the Director of Regeneration such approval not to be unreasonably withheld or delayed;

**"Remaining Units"**

The 407 residential Dwellings (other than the Affordable Housing Units) and 275 square metres of flexible Class A / B1 floorspace forming part of the Development or any part of such floorspace reconfigured into individual Class A / B1 units;

**"Rights of Way"**

The rights of way, namely the Avenue, the Pedestrian Route, and the River Walkway which shall be designed, laid out and constructed upon the Site by the Developer in accordance with specification(s) submitted to and approved in writing by the Council pursuant to paragraph 10.1 of Schedule 2;

**"River Walkway"**

A walkway to be construed and provided in two phases (the Part A River Walkway and the Part B River Walkway) as part of the Development in the position shown for identification purposes only shaded green on the Plan in accordance with a specification submitted to and approved by the Council in writing pursuant to paragraph 10.1 of Schedule 2 and which shall: -

- (i) be designed in accordance with Secured by Design guidance and all relevant policies of the Southwark Plan

2007 (including relevant supplementary planning documents) (all as extant at the time), and

- (ii) include details of any hard and soft landscaping, surface treatment, materials, ramps, handrails, gates, low level security and bollard lighting and any other appropriate security measures, signage, street furniture and other architectural features, and
- (iii) provide adequate and safe access to the public (including but without limitation to those with mobility impairments, wheelchair users and other ambulant and non-ambulant disabled persons) over the River Walkway;

**"RSL Mortgagee"**

Any mortgagee or chargee of a Registered Social Landlord which obtains an interest or estate in the Site (including the Developer) or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

**"RSL Mortgagee's Duty"**

The tasks and duties set out in Schedule 6 of this Deed;

**"Section 278 Highways Agreement(s)"**

Any agreement(s) between the Developer and the Council pursuant to section 278 of the Highways Act 1980 for securing and authorising the Developer to carry out the Section 278 Highway Works and (unless otherwise agreed between Developer and the Council) the Section 278 Highways Agreement(s) will include (without limitation) provisions for:

- (a) the Section 278 Highways Works to be secured in the sum of the Section 278 Highways Works Bonds;
- (b) the Developer to carry out the Section 278 Highways Works in accordance with the approved Section 278 Highways Works Specification(s) at its own cost and at no cost to the Council; and
- (c) the security relating to the amount of the Section 278 Highway Works Stage 1 to be delivered prior to the commencement of the Section 278 Highway Works Stage 1 and that the security relating to the amount of the Section 278 Highway Works Stage 2 to be delivered prior to the

commencement of the Section 278 Highway Works Stage 2; and for the avoidance of doubt the Parties may enter into separate agreements in respect of Section 278 Highway Works Stage 1 and Stage 2;

**"Section 278  
Highway Works  
Bonds"**

The two (2) separate deposit(s), bond(s), guarantee(s), surety (s) or similar security relating to the Section 278 Highway Works Stage 1 and the Section 278 Highway Works Stage 2, each in a sum equivalent to the estimated cost of the Section 278 Highway Works Stage 1 or the Section 278 Highway Works Stage 2 respectively plus ten percent Index Linked to be agreed with the Council pursuant to paragraph 9.1 of Schedule 2 to this Deed PROVIDED THAT together the value of the Section 278 Highway Works Stage 1 and Stage 2 shall not be less than £800,000 plus ten percent (10%) Index Linked to be procured by the Developer from a reputable financial institution pursuant to and at the same date as the Section 278 Highways Agreement(s) is completed;

**"Section 278  
Highway Works"**

The provision by the Developer of in kind site specific transport and highways works connected with the Development and comprising highways works in the Council's area to the estimated Index Linked value of £800,000 (eight hundred thousand pounds) approximately being: -

- a. reinstating and repaving parts of Llewellyn Street which front the Development, reinstating and repaving the footways on the south side of Chambers Street fronting Phase 1 up to and including the kerbs and provision of the Car Club On Street Spaces ("**Section 278 Highway Works Stage 1**") and
- b. works to Chambers Street from but excluding the southern footway of Chambers Street up to and including the reinstatement and repaving of the northern footways, full carriageway reinstatement, associated traffic calming measures and pedestrian crossing facilities (except for works to the south side of Chambers Street fronting Phase 1 and falling within the Section 278 Highway Works Stage 1) ("**Section 278 Highway Works Stage 2**"),

PROVIDED THAT the Developer shall be responsible for the full cost of the Section 278 Highway Works whether or not such costs exceed the estimated Index Linked Value being £800,000 (eight hundred thousand pounds);

**"Section 278  
Highway Works  
Specification"**

A detailed design specification of the Section 278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Developer pursuant to Schedule 2, Part 4, paragraph 9.1 and approved by the Council (as local planning authority and highway authority) on or before the date the Developer and the Council (as highway authority) enter into the Section 278 Highway Works Agreement(s) for the avoidance of doubt separate design specifications may be submitted in respect of the Section 278 Highway Works Stage 1 and Stage 2.

**"Services Plan"**

A plan illustrating the location of the services within the D1 Facility ~~contained~~ located within Building G to be submitted by the Developer for approval in writing by the Council.

*SH for and on  
behalf of  
the  
Developer*

**"Shared Ownership  
Terms"**

A lease of an Affordable Housing Unit on a shared equity basis whereby the purchaser acquires an initial share with the balance of the equity retained by the Registered Social Landlord but with the opportunity for the purchaser to acquire additional equity from time to time and (unless otherwise agreed by the Council) materially in the form of the Homes and Communities Agency's (or any successor body's) standard lease and within the definition of "disposed of on shared ownership terms" in Section 2(6) of the Housing Act 1996;

*EMMS*

**"Shared Ownership  
Unit"**

Any one of the Intermediate Housing Units leased on Shared Ownership Terms;

**"Site"**

The land known as Chambers Wharf Chambers Street London SE16 as the same is registered with Title Absolute under Title Numbers SGL246760 and SGL269207 at H.M. Land Registry and shown for the purpose of identification only edged red on the Plan annexed hereto;

**"Site and  
Development  
Facilities"**

Community facilities, community projects (under the Community Project Bank), education, public open space and sports development, children's play space and equipment, strategic transport, workplace co-ordination and employment during construction, health, and traffic management order;

**"Social Rented Units"**

The one hundred and nineteen (119) Affordable Housing Units of a type and size detailed in the Approved Affordable Housing Mix available for rent such that (a) the total cost of rent and service management charges meet targets for affordable rented housing set by the Tenant Services Authority (and successor bodies from time to time in existence) and (b) is consistent with the Council's Affordable Housing Supplementary Planning Document extant at the date hereof and the requirements of the London Plan and the Mayors Housing SPG 2005 in relation to social rented units;

**"Southwark Plan"**

The Southwark Plan 2007;

**"Staircasing"**

The purchase by the owner of a Shared Ownership Unit of additional equity in the Shared Ownership Unit in accordance with the lease entered into on Shared Ownership Terms (which shall include provisions concerning the minimum amount of additional equity that can be purchased on any occasion);

**"Strategic Transport Contribution"**

The sum of £233,310 (two hundred and thirty three thousand three hundred and ten pounds) Index Linked to be paid by the Developer to the Council in four instalments (which for the avoidance of doubt are not prorated in relation to the amount or scale of any Phase of the Development but the entire Contribution remains applicable to the whole of Development):

- (i) £65,326.80 on or before Implementation of Phase 2;
- (ii) £79,325.40 on or before Substantial Commencement of Phase 3;
- (iii) £65,326.80 on or before Substantial Commencement of Phase 4;
- (iv) £23,331.00 on or before Substantial Commencement of Phase 5;

in accordance with Schedule 3 and to be expended by the Council towards strategic transport improvements as set out in the Council's Local Implementation Plan;

**"Substantial Commencement"**

In respect of Phase 3, 4 and 5 and for the purposes only of the trigger events in Schedule 2 and Schedule 3 of this Deed, substantial commencement shall occur on the date on which any construction works in respect of any part of the relevant Phase commence above the ground levels specified in drawing number

7153 AL SITE (00)100/P12 (annexed hereto) submitted and approved as part of the Application and references to "Substantially Commence", "Substantially Commenced" and the "Substantial Commencement Date" shall be construed accordingly;

**"Surveyor"**

A chartered construction or quantity surveyor being a chartered member of the Royal Institution of Chartered Surveyors of not less than five (5) years and having equivalent professional experience of construction and / or quantity surveying who may be appointed by the Director of Regeneration to certify the satisfactory practical completion of the D1 Facility in accordance with the provisions of paragraphs 7.3 and 7.4, Schedule 2 or advice in connection with any Defects Notice;

**"TfL"**

Transport for London or any statutory successor body;

**"TfL Highway Works"**

Means the following works connected with the Development:

(i) improvements to bus stops in the vicinity of the Site to the estimated value of £230,000 (two hundred and thirty thousand pounds) approximately Index Linked, and

(ii) provision of a pedestrian phase on Jamaica Road (east) and to traffic lights at the junction of Jamaica Road / Bevington Street / St James's Road in the sum of £150,000 (one hundred and fifty thousand pounds) approximately Index Linked,

PROVIDED THAT the Developer shall be responsible for the full cost of the TfL Highway Works whether or not such costs exceed the estimated Index Linked Value being £380,000 (three hundred and eighty thousand pounds);

**"TfL Highway Works Agreement"**

An agreement pursuant to Section 278 of the Highways Act 1980 to be entered into by the Developer and TfL for the purpose of securing and authorising the Developer (and, if appropriate, TfL) to carry out the TfL Highway Works in the amount of the TfL Highway Works Bond;

**"TfL Highway Works Bond"**

The estimated cost of the TfL Highway Works being £380,000.00 (three hundred and eighty thousand pounds) Index Linked which shall be secured by a deposit or bond or guarantee or similar security under the TfL Highway Works Highway Agreement;

**"Traffic Management"**

The sum of £2,750 (two thousand seven hundred and fifty

**Order Contribution"**

pounds) Index Linked to be paid by the Developer in accordance with Schedule 3 and used by the Council towards the cost of the Traffic Management Order;

**"Traffic Management Order"**

An amendment to the existing traffic order which will prohibit new occupiers of the Development (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) from obtaining a Parking Permit or buying a contract to park within any car park owned, controlled or licensed by the Council;

**"Travel Plan"**

The travel plan or document to be submitted by the Developer and approved by the Council in writing pursuant to paragraph 6 of Schedule 2 of this Deed (or such variations thereof as agreed between the Parties) which shall be prepared in accordance with the current "Residential Travel Plans" and "Guidance for Workplace Travel Planning for Development" (published by the Government and Transport for London) (or such versions thereof as may be extant at the Implementation Date of Phase 1) and shall include as a minimum (but without limitation) the following:-

- (i) A package of both hard and soft measures, including management, and procedures that will facilitate travel by sustainable modes for residents, employees of and visitors to Chambers Wharf ;
- (ii) appropriate targets for sustainable travel arrangements having regard to the nature and scale of the Development (including each Phase thereof) such as interim 'Aim-type', 'Action-type' and SMART targets (among others);
- (iii) effective measures for the implementation and ongoing monitoring of the Travel Plan;
- (iv) effective means to delivering the Travel Plan objectives;
- (v) effective mechanisms to achieve the objectives of the Travel Plan by present and future occupiers, employees of and visitors to the Development;

and which shall take effect on or before the date of first Occupation of Phase 1;

**"Wheelchair Accessible Affordable Housing"**

The eighteen (18) wheelchair accessible Affordable Housing Units comprised in Phase 1 of the Development which shall be constructed in accordance with drawing numbers 7153-Z3-A-G200-P-AL-004 and 7153-Z4-A-G200-P-AL-004 annexed hereto and substantially comply with the South East London Housing Partnership Wheelchair Housing Design Guidelines, the Residential Design Standards SPD 2008 and the Homes and Communities Agency 2008 Design and Quality Scheme Development Standards issued by the Homes and Communities Agency;

**"Working Days"**

Any day from Monday to Friday (Inclusive) and shall exclude any Bank or other public holiday, Saturday or Sunday;

**"Workplace Co-ordinator(s)"**

An employee or person appointed by the Council to assist in the placement of unemployed jobseekers from the local area into jobs within the construction phase of the Development or any phase thereof.

**In this Deed:**

- 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.
- 1.3 Any consent agreement or approval of the Council or the Developer required under this Deed is effective only if the consent agreement or approval is given in writing by a person authorised to do so.
- 1.4 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.
- 1.5 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.

**2. Statutory Provisions**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to Clause 7 the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and



assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an 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.

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

### 3. **Legal Effect**

3.1 This Deed shall come into effect on the date hereof save where otherwise provided for the purposes of specific clauses or schedules of this Deed.

3.2 Unless otherwise agreed between the parties, in the event that any new planning permission(s) is or are granted pursuant to an application made under Section 73 of the 1990 Act for planning permission for the Development without complying with the conditions subject to which the Planning Permission is granted : -

3.2.1 the obligations in this Deed shall relate to and bind such subsequent planning permissions granted pursuant to Section 73 of the 1990 Act in respect of the Site and the Site itself, and

3.2.2 the definition of Planning Permission in this Deed shall be construed to include reference to the development permitted or as varied by such subsequent planning permission(s) granted pursuant to Section 73 of the 1990 Act, and

3.2.3 this Deed shall be endorsed with the following words: -

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced ..... has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

### 4. **Obligations of the Developer**

4.1 The Developer covenants to observe and perform or cause to be observed and performed the obligations contained in Schedule 2 and Schedule 3 of this Deed at the times and in the manner provided therein.

4.2 Subject to clause 7 of this Deed and without prejudice to any other remedy available to the Council, the Developer covenants that no particular Phase of the

Development shall be Occupied until the obligations in Schedules 2 and 3 of this Deed that are required to be satisfied by the Developer before Implementation Substantial Commencement or Occupation of that particular Phase have been so satisfied.

- 4.3 The Developer shall pay the Contributions as specified in Schedule 3 of this Deed by way of CHAPS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT or such other account as the Council shall nominate in writing to the Developer prior to notice having been given by the Developer pursuant to Clause 5.1.4.

**5. Developer to Notify Council**

- 5.1 The Developer covenants with the Council to notify the Council: -

- 5.1.1 of its application to H.M. Land Registry under clause 8 within fourteen (14) days of this Deed; and
- 5.1.2 its intention to Implement Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 of the Development by giving at least fourteen (14) days advance written notice in respect of each event; and
- 5.1.3 In the event of default in respect of clause 5.1.2 above, immediately by written notice of the occurrence of the Implementation Date in respect of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5; and
- 5.1.4 its intention to pay each instalment of the Contributions in accordance with Schedule 3 of this Deed within the five (5) clear Working Days immediately preceding each payment and specifying in the notice the intended date of payment, the amount and method of payment, the agreement and property to which it relates; and
- 5.1.5 the anticipated date of Practical Completion of each Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 by giving at least fourteen (14) days advance written notice; and
- 5.1.6 the anticipated date of Substantial Commencement of each of Phase 3, Phase 4 and Phase 5 by giving at least fourteen (14) days advance written notice; and
- 5.1.7 In the case of default in respect of Clause 5.1.5 above, of the occurrence of Practical Completion of each Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 as soon as reasonably practicable by written notice; and

- 5.1.8 the anticipated date of first Occupation of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 by giving at least fourteen (14) days advance written notice; and
- 5.1.9 in the case of default in respect of Clause 5.1.7, the occurrence of first Occupation of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 as soon as reasonably practicable by written notice; and
- 5.1.10 of the occurrence of the date of Practical Completion of the construction of the Affordable Housing Units as soon as reasonably practicable by written notice; and
- 5.1.11 of the occurrence of the date of completion of the Avenue, the Pedestrian Route and the River Walkway as reasonably practicable by written notice.

**6. Council's Covenants**

- 6.1 The Council covenants with the Developer to observe and perform or cause to be observed and performed the obligations in Schedule 4 of this Deed at the times and in the manner provided therein.

**7. Enforceability of Obligations**

- 7.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:

- 7.1.1 the RSL Mortgagee provided that it shall have first complied with the RSL Mortgagee's Duty; or
- 7.1.2 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;
- 7.1.3 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 Unit;
- 7.1.4 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 Unit;
- 7.1.5 any tenant Staircasing to 100% 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; and

7.1.6 any mortgagee (or receiver) of a tenant who as been granted a shared ownership lease.

7.2 Any obligation in Schedule 3 of this Deed to pay a sum of money shall cease to bind individual purchaser(s) or occupier(s) (being natural persons) of a single Dwelling upon its disposal where the person to whom the disposal is made thereby acquires no other interest in the Site (excepting any interest in any common parts serving the Dwelling or any incorporeal interest benefitting that particular Dwelling).

*SH for and on behalf of the Developer*  
7.3 No person shall be liable for any breach of the covenants <sup>restrictions</sup> ~~restrictive~~ or obligations contained in this Deed occurring after it has parted with its entire interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

*FOR THE*  
8. **Registration**

8.1 Immediately after the execution of this Deed, the Developer shall make an application to H.M. Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Number(s) referred to in recital B above so as to bind the Site as provided for in the before-mentioned statutory provisions.

8.2 If the Developer fails to make application as referred to in clause 8.1 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 Developer and the Developer hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

8.3 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.

9. **Site Not To Be Encumbered**

9.1 The Developer hereby covenants 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.

10. **Right of Access**

10.1 Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon prior 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.

**11. Waiver**

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

**12. Interest on Late Payment**

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

**13. Indexation**

13.1 Any sums referred to in this Deed as payable or to be applied by any party other than the Council under this Deed shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Deed a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the Index figure last published by the Office for National Statistics or, where any sums relate to construction costs the BCIS General Building Cost Index, at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{Y - X}{X}$$

X

**14. Enforcement Costs**

14.1 Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder.

15. **Council's Legal Fees**

15.1 The Developer shall pay on the date of this Deed to the Council, by way of a banker's draft or solicitor's client account cheque made payable to "the London Borough of Southwark", the Council's reasonable legal costs in the preparation and negotiation of this Deed.

16. **VAT**

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

16.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Contributions then to the extent that VAT had not been previously charged in respect of that Contribution the Council shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

17. **Notices**

17.1 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 should be addressed as provided in clause 17.3.

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

17.2.1 if delivered by hand, upon delivery at the relevant address;

17.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting; and

17.2.3 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 Working Day.

17.3 Subject to clause 17.4, the address, facsimile number, relevant addressee and reference for each party are:

For the Council:

Address: PO Box 64529, London SE1 5LX;  
5<sup>th</sup> Floor, 160 Tooley Street, London SE1P  
5LX (if delivered by hand only)

Facsimile number: 02075255432;  
Relevant addressee: The Director of Regeneration and Neighbourhoods;  
Reference: S106/128510/SY/07-AP-1262;

For the Developer:

Address: the Developer's registered office from time to time;  
Facsimile number: 02079407711;  
Relevant addressee: The Company Secretary  
Reference: Chambers Wharf s106 Agreement

17.4 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:

17.4.1 the date specified in the notification as the date on which the change is to take place; or

17.4.2 if no date is specified or the date specified is less than 5 (five) clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

**18. DETERMINATION OF DISPUTES**

18.1 Subject to clause 18.7, if any dispute arises relating to or arising out of the terms of this Deed, either party may give to the other written notice requiring the dispute to be determined under this clause 18. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

18.2 For the purposes of this clause 18 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than 10 (ten) years' professional experience in relation to developments in the nature of the Development and property in the same or similar locality as the Site.

18.3 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 18.4.

- 18.4 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.
- 18.5 The Specialist is to act as an independent expert and:
- 18.5.1 each party may make written representations within 10 (ten) working days of his appointment and will copy the written representations to the other party;
  - 18.5.2 each party is to have a further 10 (ten) working days to make written comments on the other's representations and will copy the written comments to the other party;
  - 18.5.3 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 or she may reasonably require;
  - 18.5.4 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;
  - 18.5.5 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
  - 18.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 (thirty) Working Days of his appointment.
- 18.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 18, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 18.7 This clause 18 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.
19. **Contracts (Rights of Third Parties) Act 1999**
- 19.1 A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999 unless



such a person is a successor in title to the Developer or a successor in statutory function to the Council.

**20. Miscellaneous**

- 20.1 The construction validity and performance of this Deed shall be governed by English law.
- 20.2 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 would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.
- 20.3 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 20.4 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Deed.
- 20.5 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to 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.
- 20.6 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 or by the relevant Secretary of State on appeal or by reference to him after the date of this Deed.

TF(Permit)

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

## PLANNING PERMISSION WITH LEGAL AGREEMENT

**Applicant** St Martins Property Investments Ltd  
**Date of Issue of this decision**

**LBS Registered Number** 07-AP-1262

### Planning Permission was GRANTED for the following development:

The erection of six residential buildings providing 587 residential units and 275m<sup>2</sup> of flexible Class A/B1 floorspace at ground floor level along Chambers Street; 203m<sup>2</sup> of Class D1 floorspace along Llewellyn Street; basement parking; service and access roads, works of hard and soft landscaping together with other works incidental to the application.

**At:** CHAMBERS WHARF, CHAMBERS STREET, LONDON, SE16 4XQ

In accordance with application received on 01/06/2007 Your Ref. No.:  
and revisions/amendments received on 11/03/2008  
19/06/2009

### and Applicant's Drawing Nos. DRAWINGS:7153 AL SITE (00):

001 P3; 002 P4; 010 P5; 011 P5; 020 P2; 021 P4; 030 P2; 031 P4; 040 P2; 041 P4; 050 P2; 051 P3; 060 P2;  
081 P2; 070 P2; 071 P4; 080 P2; 081 P3; 082 P3; 083 P3; 084 P4; 085 P4; 086 P2; 087 P2; 098 P5; 100 P12;  
101 P8; 102 P6; 104 P9; 106 P4; 107 P4; 108 P4; 109 P4; 110 P3; 111 P3; 112 P3; 113 P3; 115 P6;  
7153 AL PR-A[21] 200 P2; 7153 AL PR-A[21] 201 P3; 7153 AL AF-F[21] 200 P3; 7153 Z4-A-G200-Section 106 4  
ILLUSTRATIVE LANDSCAPE DESIGN: C306-025H; C306-027B; 306-029D; C306-030B; C306-031B; C306-032B;  
C306-033B; C306-034B; C306-035C; C306-036C; C306-037C; C306-038C; C306-039C; C306-040C; C306-041C;  
C306-042C; C306-043C; C306-044C; C306-045A; C306-046- ; C306-048- ; C306-049-

### Subject to the following conditions:

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

#### Reason

As required by Section 91 of the Town and Country Planning Act 1990 as amended

- 2 Samples of all facing materials to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out; the development shall not be carried out otherwise than in accordance with any such approval given. These samples must demonstrate how the proposal makes a contextual response in terms of materials to be used.

#### Reason

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with Policies: 3.12 Quality in Design; 3.13 Urban Design; of The Southwark Plan (UDP) July 2007.

Continued overleaf...

TP(Permit)

# SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

## PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Reg. No. 07-AP-1262

Date of Issue of this decision

- 3 1:5/10 section detail-drawings through: the glass facades, winter gardens and terraces of the Riverside Buildings A, B, C and D; the ground and upper floor facades of Blocks F and G to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the proposed development in accordance with Policies: 3.12 Quality in Design, 3.13 Urban Design; of The Southwark Plan (UDP) July 2007.

- 4 1:10 elevational detail-drawings of the windows, doors and gates to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the proposed development in accordance with Policies: 3.12 Quality in Design, 3.13 Urban Design; of The Southwark Plan (UDP) July 2007.

- 5 Detailed drawings of a landscaping scheme, including provision for the planting of suitable trees and shrubs showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways) shall be submitted to and approved by the Council before the development hereby permitted is begun and the landscaping scheme approved shall thereafter be carried out in the first appropriate planting season following completion of the building works.

Reason

So that the Council may be satisfied with the details of the landscaping in the public realm, particularly the Riverside Walk and pedestrian routes through the scheme, in accordance with Policies 3.2 (Protection of Amenity), 3.12 (Quality in Design), 3.13 (Urban Design) and 3.14 (Designing out crime) of the Southwark Plan (UDP) 2007.

- 6 Any tree or shrub required to be retained or to be planted as part of a landscaping scheme approved, either as part of this decision or arising from a condition imposed as part of this decision, that is found to be dead, dying, severely damaged or seriously diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced by specimens of similar or appropriate size and species in the first suitable planting season.

Reason

So that the Council may be satisfied that the landscaping will be provided and retained, in accordance with Policies 3.2 (Protection of Amenity) and 3.13 (Urban Design) of the Southwark Plan (UDP) 2007.

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- 7 Details of the means by which the existing trees on the adjacent open space site, on corner of Bevington Street and Chambers Street, are to be protected from damage by vehicles, stored or stacked building supplies, waste or other materials, and building plant or other equipment shall be submitted to and approved by the Local Planning Authority before any work is begun, and such protection shall be installed and retained throughout the period of the works.

**Reason**

So that the Council may be satisfied that the existing trees are protected for the benefit of the whole community in the area, in accordance with Policy 3.2 (Protection of Amenity) of the Southwark Plan (UDP) 2007.

- 8 Details of the signposting and other measures to inform members of the public of the Thames Path route and their rights of access, seating and lighting on the Thames Path, shall be submitted to and approved in writing by the local planning authority before occupation of any part of this development.

**Reason**

In order to ensure that public access to the Thames Path is promoted as part of this development, in accordance with Policy 3.30 (Protection of Riverside Facilities) of the Southwark Plan (UDP) 2007.

- 9 No development shall take place within the proposed development site until the implementation of a programme of archaeological building recording has been secured in accordance with a written scheme of investigation, which has been submitted to the planning authority and approved in writing.

**Reason:**

To ensure that the archaeological building recording is undertaken to an appropriate standard, that the archaeological interests of the site are appropriately managed, that any findings are appropriately disseminated and that the information is archived.

- 10 No development shall take place within the proposed development site until the implementation of a programme of archaeological work in accordance has been secured with a written scheme of investigation, which has been submitted to the planning authority and approved in writing.

**Reason**

To ensure that the archaeological operations (archaeology evaluation and any subsequent mitigation works) are undertaken to an appropriate standard, that the archaeological interests of the site are appropriately managed, that any findings are appropriately disseminated, that any recovered artefacts are conserved and that the information is archived.

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- 11 No development shall take place within the area of the river wall or deck until the implementation of a programme of archaeological work has been secured in accordance with a written scheme of investigation which has been submitted to the planning authority and approved in writing.

**Reason:**

To ensure that the archaeological operations (a phased programme consisting of a walkover survey, archaeology evaluation and environmental sampling of suitable deposits and any subsequent mitigation works) are undertaken to an appropriate standard, that the archaeological interests of the site are appropriately managed, that any findings are appropriately disseminated, that any recovered artefacts are conserved and that the information is archived.

- 12 Within six months of the completion of archaeological site works (in relation to the previous three conditions) the applicants shall supply an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive.

**Reason:**

To ensure that any findings are appropriately disseminated, that any recovered artefacts are conserved and that the information is archived and the project is published in a suitable way. This will be demonstrated by the production of a document following the guidance of Management of Archaeological Projects II (MAP II assessment report).

- 13 A minimum of 19 car parking spaces for the disabled, as shown on the drawings hereby approved, shall be made available, and retained for the purposes of car parking for the disabled.

**Reason**

To ensure that an adequate level of parking for people with disabilities is maintained within this development, in accordance with Policy 5.7 (Parking Standards for disabled people and the mobility impaired) of the Southwark Plan (UDP) 2007.

- 14 Details of any external lighting [including design, power and position of luminaires] and security surveillance equipment of external areas surrounding the building shall be submitted to and approved by the Local Planning Authority before any such lighting or security equipment is installed and the development shall thereafter not be carried out otherwise than in accordance with any approval given.

**Reason**

In order that the Council may be satisfied as to the details of the development in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers in accordance with Policies 3.14 (Designing out crime) and 3.2 (Protection of Amenity) of the Southwark Plan (UDP) 2007.

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- 15 The sound insulation of the party element shall be sufficient to ensure that NR25 is not exceeded in residential premises due to noise from the community facility. Any scheme approved is to be completed prior to the commencement of the use hereby permitted and shall be permanently maintained thereafter. A test shall be carried out after completion but prior to occupation to show the criterion above have been met and the results shall be submitted to the Local Planning Authority for approval.

**Reason**

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of noise nuisance and other excess noise from activities within the community space in accordance with Policy 3.2 'Protection of Amenity' of the Southwark Plan (UDP) 2007 and Planning Policy Guidance 24 Planning and Noise.

- 16 Prior to occupation of any of the buildings in the development, the developer shall submit to the Council a Feasibility Study examining options for the extension of the Community energy system to the St Michaels School site, including a method study for any preferred option, as appropriate.

**Reason**

In order that the contribution of the development to energy efficiency is maximised, in line with Policy 3.4 'Energy Efficiency' of the Southwark Plan 2007

- 17 Prior to the commencement of development, the applicant shall submit to the Council a Feasibility Study examining options for removal of demolition spoil from the site by river transport, and for importing construction materials by the same method. The Study should include impacts on road congestion, noise and air quality, and impact on the ecology of the river, as well as the infrastructure required to facilitate loading and unloading of materials. A Method Statement for the implementation of any preferred option shall be submitted to and approved in writing by the Council prior to any works in relation to this condition being carried out.

**Reason**

In order that the transport impacts of the demolition and construction phases of the development are minimised, in accordance with Policy 5.2 'Transport Impacts' of the Southwark Plan 2007

- 18 Prior to the commencement of development, the applicant shall submit to the Council a Method Statement for the removal of the jetty, to include a methodology for a survey of the foreshore beneath and adjacent to the jetty, and a watching brief for the period of the removal. This Method Statement shall be approved in writing by the Council, in consultation with the Port of London Authority and the Environment Agency, prior to any works in relation to the jetty taking place.

**Reason**

In order to protect the ecology of the foreshore in accordance with Policies 3.28 'Biodiversity' and 3.29 'Development within the Thames Special Policy Area' of the Southwark Plan 2007

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- 19 Prior to the commencement of development, a bat and reptile survey, including a minimum of three active surveys, shall be undertaken. The findings of the survey and any recommendations shall be submitted to the Council for approval in writing. Should the survey encounter bats or reptiles, a strategy shall be agreed in writing with the Council in consultation with Nature England as to the most appropriate method for dealing with the bats or reptiles.

**Reason**

To ensure the protection of biodiversity, in accordance with Policy 3.28 of the Southwark Plan 2007

- 20 Prior to the commencement of the development, the applicant shall provide to the Local Planning Authority an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'Excellent' rating. The scheme, to be approved in writing by the Local Planning Authority, shall then be provided in accordance with these details and a certified Post Construction Review (or other verification process agreed in writing by the Local Planning Authority) shall be provided, confirming that the agreed standards have been met prior to the occupation of the development.

**Reason:**

To ensure the proposal complies with Policy 3.4 (Energy Efficiency) of the Southwark Plan (2007).

- 21 The development hereby approved shall not be occupied until such time as a Service Management Plan has been submitted to and approved in writing by the Local Planning Authority.

**Reason:**

To ensure compliance with Policies 3.7 (Waste Reduction) and 5.2 (Transport Impacts) of the Southwark Plan (2007).

- 22 Before development commences the following shall be submitted and approved in writing by the Local Planning Authority:

a) A full structural survey including intrusive testing of the condition of all of the river wall and its supporting elements that are being retained to demonstrate that these have or can be improved to achieve the same life expectancy as the development; and

b) A scheme of works for the formation of the proposed new flood defences and the replacement of all of the river wall and its supporting elements not demonstrated to be suitable for retention, along with the needed remedial works to improve retained elements as needed to achieve the same life-expectancy as the development.

The approved scheme submitted under b), shall then be implemented in strict accordance with the approved scheme prior to the occupation of any new buildings allowed under this permission.

**Reason**

To minimise the risk of flooding, ensure that the flood defence river wall has a life expectancy no less than that of the new development (which is taken to be 100 years as residential development is included) and for the benefit of wildlife.

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- 23 Surface water drainage works shall be carried out in accordance with details which shall have been submitted to and approved in writing by the Local Planning Authority before development commences. The drainage works shall achieve a discharge to the combined sewer from surface water drainage no greater than 36 litres per second and comply with the following documents submitted subsequently to the original planning submission: - Hoare Lea report Chambers Wharf 0208374 Drainage Calculations Addendum January 2008 Estimated Allowable Flow Rate to Existing Combined Sewer dated 11 January 2008; and The Hand Amended Version dated 11/01/08, of Ian Simpson Architects drawing Titled GA Ground Floor Plan No. 100 rev. P10.

**Reason**

To minimise the risk of flooding including due to climate change in line with PPS25 and to achieve the most sustainable drainage system that is reasonably practical.

- 24 Throughout the occupation of the development a flood evacuation / safe refuge plan will be maintained and implemented.

**Reason**

To minimise the flood risk to people on the site.

- 25 The finished floor levels and entrance to the car parking will be set no lower than as shown on Ian Simpson Architects drawing GA Ground Floor Plan no. 100 p10 dated 04/05/07.

**Reason**

To minimise the risk of flooding.

- 26 All lighting and wind turbines located between the buildings and the new flood defence walls will be designed to be demountable such that the surface does not then have any protrusions proud of the ground.

**Reason**

To retain operational access to the tidal flood defences.

- 27 No development approved by this permission shall be commenced until an Ecological mitigation and enhancement scheme, has been submitted and approved by the Local Planning Authority. Development shall be carried out in accordance with the approved details. This scheme shall outline the detailed design of all ecological mitigation and enhancement measures listed within the Environment Statement Volume 2 dated May 2007 including nest boxes; attachment of timber to the river wall and proposed planting. This shall include design plans and layout, materials, timings, methods of construction and species lists for planting. The works shall be undertaken in accordance with the approved details.

**Reason**

To protect and conserve the natural features of importance for biodiversity across the site. All planting within 16 metres of the River Thames is to be of locally appropriate native species.

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- 28 No development approved by this permission shall be commenced until a detailed method statement for all works to the river including removal of the existing jetty have been approved by and implemented to the satisfaction of the Local Planning Authority.

**Reason**

To protect the ecological value of the River Thames and to ensure there are no negative impacts from the removal of the jetty and to prevent any increased risk of flooding.

- 29 The design and location of the green roofs shall be submitted to and approved in writing by the Local Planning Authority before the construction of any of the buildings commences. This must include location, design, dimensions and materials.

**Reason**

To ensure best practice measures are included in the design of these features and mitigation for loss of habitat.

- 30 There shall be no light spill into the watercourse or adjacent river corridor habitat. To achieve this, and to comply with sustainability, artificial lighting should be directional and focused with cowlings to light sources in close proximity to the river corridor.

**Reason**

Artificial lighting disrupts the natural diurnal rhythms of a range of wildlife using/inhabiting the river and its corridor habitat.

- 31 Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved, in writing, by the local planning authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the Local Planning Authority.

**1. A desk study identifying:**

- all previous uses
- potential contaminants associated with those uses
- a conceptual model of the site indicating sources, pathways and receptors
- potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme, based on (1) to provide information for an assessment of the risk to all receptors that may be affected, including those off site.

3. The results of the site investigation and risk assessment (2) and a method statement based on those results giving full details of the remediation measures required and how they are to be undertaken.

4. A verification report on completion of the works set out in (3) confirming the remediation measures that have been undertaken in accordance with the method statement and setting out measures for maintenance, further monitoring and reporting.

Any changes to these agreed elements require the express consent of the Local Planning Authority.

**Reason:**

We recognise that part 1 of the condition is satisfied by the EIA. However the intrusive investigation in the EIA was very limited in scope. A more detailed site investigation is necessary to classify the waste soil and show that soil remaining on site does not pose a risk to controlled waters.

Cont

32 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

Reason:

Soils remaining on site may be contaminated and not suitable for infiltration.

33 Piling or any other foundation designs using penetrative methods will not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater.

Reason

Piling through contaminated soil poses a risk to underlying aquifers.

35 The development hereby permitted shall be carried out in accordance with the approved plans listed in the schedule of drawings above.

Reason

For the avoidance of doubt and in the interest of proper planning.

#### Reasons for granting planning permission

This planning application was considered with regard to various policies including, but not exclusively:

- a) Policies SP 3 (Quality and Accessibility); 2.5 (Planning Obligations); 3.1 (Environmental Effects); 3.2 (Protection of Amenity); 3.3 (Sustainability assessment); 3.4 (Energy efficiency); 3.5 (Renewable Energy); 3.7 (Waste reduction); 3.8 (Waste management); 3.9 (Water); 3.10 (Hazardous substances); 3.11 (Efficient use of land); 3.12 (Quality in design); 3.13 (Urban design); 3.14 (Designing out crime); 3.20 (Tall buildings); 3.22 (Important local views); 3.29 (Development within the Thames policy area); 5.1 (Locating developments); 5.2 (Transport Impacts); 5.3 (Walking and cycling); 5.6 (Car parking), 5.7 (Parking standards for disabled people and the mobility impaired); and 5.8 (Other parking) of the adopted Southwark Unitary Development Plan [July 2007].
- b) Policies 1.1 (London in its global, European and UK context); 2A.1 (Sustainability criteria); 3C.2 (Matching development to transport capacity); 3C.18 (Allocation of street space); 3C.20 (Improving conditions for buses); 3C.21 (Improving conditions for walking); 3C.22 (Improving conditions for cyclists); 3C.23 (Parking strategy); 3C.25 (Freight strategy); 4A.1 (Tackling climate change); 4A.2 (Mitigating climate change); 4A.3 (Sustainable design and construction); 4A.4 (Energy assessment); 4A.5 (Provision of heating and cooling networks); 4A.7 (Renewable Energy); 4A.8 (Hydrogen economy); 4A.9 (Adaptation to climate change); 4A.10 (Overheating); 4A.11 (Living roofs and walls); 4A.13 (Flood risk management); 4A.14 (Sustainable drainage); 4A.16 (Water supplies and resources); 4B.1 (Design principles for a compact city); 4B.2 (Promoting world class architecture and design); 4B.3 (Enhancing the quality of the public realm); 4B.5 (Creating an inclusive environment); 4B.8 (Respect local context and communities); 4B.9 (Tall buildings – location); 4B.10 (Large scale buildings –design and impact); 4B.16 (London View Management Framework); and 6A.4 (Priorities for planning obligations) of the London Plan consolidated with alterations since 2004 [Feb. 2008].
- c) Planning Policy Statements PPS1 (Delivering Sustainable Development), PPS9 (Biodiversity and Geological Conservation), PPS22 (Renewable Energy), PPS23 (Planning and Pollution Control) and PPS25 (Development and Flood Risk); and Policy Guidance Notes PPG13 (Transport), PPG16 (Archaeology and Planning), and PPG24 (Planning and Noise).
- (d) In coming to a decision on this application the Council took full account of the Environment Statement submitted in accordance with the Town and Country Planning (Environmental Impact Assessment) England and Wales Regulations 1999 and all submissions relating to considerations in the Environmental Statement. Particular regard was had to accessibility, traffic, views, flood risk, the impact on the local environment, including amenity for local residents and surrounding occupiers, and the proposed landscaping and amenity. It was considered that the benefit to the wider community and London as a whole, would outweigh any adverse impacts of the proposed development. It was therefore considered appropriate to grant planning permission having regard to the policies considered and any other material planning considerations.

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LBS Reg. No. 07-AP-1262

Date of issue of this decision

Signed

A handwritten signature in black ink, appearing to be "G. Rice".

Gary Rice  
Head of Development Management

**Your attention is drawn to the notes accompanying this document**

Any enquiries regarding this document should quote the LBS Registered Number and be sent to the Head of Development Management, Southwark Council, Regeneration and neighbourhoods, Planning & transport Development management, PO Box 64529, London SE1P 5LX, or by email to [planning.enquiries@southwark.gov.uk](mailto:planning.enquiries@southwark.gov.uk)

UPRN: 200003410709

checked by \_\_\_\_\_ TP/231-A

**PLANNING PERMISSION WITH LEGAL AGREEMENT**

LBS Registered Number: 07-AP-1262

Date of issue of this decision:

  
Southwark Council

[www.southwark.gov.uk](http://www.southwark.gov.uk)

**INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT**

1. You are reminded that approval of the details of any matter reserved by condition can only be given by the Head of Development Management, acting on behalf of the council as local planning authority, and cannot formally be given by any other officer or department of the council regardless of whether you are advised to discuss your proposal with another department of the council prior to submitting your application or during the consideration of the application.

2. At least 6 months before the occupation of the new buildings or units of accommodation hereby permitted you are advised that you must obtain the Council's approval for the numbering and naming of buildings and the naming of any new streets created by the development.

3. The details and/or samples required by the Condition(s) above must be accompanied by a letter stating:

1. the LBS Reference Number which appears at the top of this decision notice;
  2. the full address of the application site;
  3. which condition(s) you seek to discharge; and
  4. a list of all drawing numbers/ sample name and manufacturer, together with the condition(s) they relate to.
4. All samples submitted must be clearly labelled with the LBS Reference Number of the original application and the address of the application site.

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### IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

- [1] **APPEAL TO THE SECRETARY OF STATE.** If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk). The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application form and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- [2] **PURCHASE NOTICE.** If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.
- [3] **PROVISIONS FOR THE BENEFIT OF THE DISABLED.** Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:
  - (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
  - (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
  - (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.
- [4] **OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION.** The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.
- [5] **WORKS AFFECTING THE PUBLIC HIGHWAY.** You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.
- [6] **THE DULWICH ESTATE SCHEME OF MANAGEMENT.** Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel. 020-8299-1000].
- [7] **BUILDING REGULATIONS.** You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].
- [8] **THE PARTY WALL Etc. ACT 1996.** You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government (DCLG) Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

**IMPORTANT:** This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.

## **SCHEDULE 2**

### **DEVELOPER'S OBLIGATIONS**

#### **PART I**

#### **1. AFFORDABLE HOUSING (Phase 1)**

- 1.1 The provisions of this Schedule shall come into effect before the Implementation Date of Phase 1.
- 1.2 The Developer covenants with the Council: -
- 1.2.1 to Implement and construct each Phase of the Development in accordance with the Phasing Order (unless otherwise agreed by the Council in writing);
  - 1.2.2 to Implement Phase 1 of the Development, including the Affordable Housing Units before Implementation of the remaining Phases of the Development;
  - 1.2.3 to construct Phase 1 being the Affordable Housing Units before Occupation of any Remaining Units and not to Occupy or permit Occupation of any one of the Remaining Units until the Affordable Housing Units have been constructed in accordance with paragraphs 1.2.4 and 1.2.5 of this Schedule;
  - 1.2.4 to construct or procure the construction of the Affordable Housing Units as part of the Development upon the Site at no cost to the Council:
    - 1.2.4.1 substantially in accordance with the Homes and Communities Agency, 2008 Design and Quality Scheme Development Standards issued by the Homes and Communities Agency (extant at the date hereof); and
    - 1.2.4.2 unless otherwise agreed by the Council in writing substantially in accordance with the Southwark Residential Design Standards Supplementary Planning Document (September 2008);
  - 1.2.5 unless otherwise agreed in writing by the Council, the proportion of the Affordable Housing Units to be constructed as Wheelchair Accessible Affordable Housing Units shall be constructed in accordance with drawing numbers 7153-Z3-A-G200-P-AL-004 and 7153-Z4-A-G200-P-AL-004 annexed hereto and substantially in accordance with:

- 1.2.5.1 the Residential Design Standards SPD 2008 (extant at the date hereof) subject only to paragraph 1.2.4.2;
  - 1.2.5.2 the South East London Housing Partnership Wheelchair Housing Design Guidelines (extant at the date hereof); and
  - 1.2.5.3 the Homes and Communities Agency 2008 Design and Quality Scheme Development Standards issued by the Homes and Communities Agency (extant at the date hereof).
- 1.2.6 that before Occupation of any one of the Remaining Units, the Affordable Housing Units shall be completed and available for residential Occupation to a standard fit for residential Occupation to the reasonable satisfaction of the Director of Regeneration (which if requested in writing shall not be unreasonably withheld or delayed) and transferred or leased for a term of at least 125 years to a Registered Social Landlord with documentary evidence of the transfer or the lease (such as a certified copy) having been provided to the Council in writing.
- 1.2.7 Unless the Council otherwise agrees in writing (such agreement not to be unreasonably withheld or delayed) before Implementation of Phase 1, the Developer covenants with the Council that in the case of a Registered Social Landlord not on the Council's approved list, it shall submit to the Director of Regeneration the name of the chosen Registered Social Landlord(s) in respect of the Affordable Housing Units for his approval such approval not to be unreasonably withheld or delayed.

#### **Intermediate Housing Units**

- 1.2.8 The Developer covenants with the Council that the Intermediate Housing Units shall be used for no other purpose other than as Affordable Housing and shall be made available either on Shared Ownership Terms or Intermediate Rent Terms and the Developers shall on a quarterly basis notify the Council in writing of the following occurrences:-
- 1.2.8.1 the grant of any tenancies on Intermediate Rent Terms in respect of any Intermediate Housing Unit for the preceding quarter; and



1.2.8.2 the grant of any leases on Shared Ownership Terms in respect of any Intermediate Housing Unit for the preceding quarter.

1.2.9 Subject to the provisions of Clause 7 (Enforceability of Obligations) the Developer covenants with the Council that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the London Borough of Southwark.

## PART II

### 2. EMPLOYMENT AND TRAINING - Construction Jobs - Workplace Co-ordination

2.1 Prior to Implementation and throughout the construction of the Development, the Developer shall fully cooperate with and assist the Workplace Coordinator(s) to facilitate access to construction jobs in the Development for suitable candidates resident in the Borough.

2.2 The Developer shall with the assistance of the Workplace Coordinator(s) use all reasonable endeavours to place suitable candidates resident in the Borough into employment during the construction of the Development (and any Phase thereof).

2.3 In particular but without prejudice to the foregoing paragraphs 2.1 or 2.2, the Developer shall regularly or as reasonably requested liaise with and assist the Workplace Coordinator(s) to:-

2.3.1 Identify suitable employment vacancies during construction of the Development;

2.3.2 encourage applications from suitable candidates resident in the Borough;

2.3.3 to provide basic skills and site safety training to successful candidates;

2.3.4 use reasonable endeavours to: -

(a) place a minimum of 122 workless Borough residents into sustainable construction jobs;

(b) train a minimum of 52 workless Borough residents per annum using short courses; and

(c) to provide a minimum of 122 Construction Skills Certification Scheme training opportunities;

- (d) to negotiate with the Economic Development Team within the Council the intended number of NVQ-level Qualifications.

2.3.5 produce written reports regarding the delivery and outcomes of the project on a regular basis the first report to be produced on the date three (3) months after the Implementation Date of Phase 1.

### **3. CONSTRUCTION APPRENTICESHIPS**

3.1 The Developer shall (having consulted with the Council beforehand and taken into account the Council's comments) prior to the Implementation Date of each Phase submit to the Council for its approval (such approval not to be unreasonably withheld or delayed) details of the minimum number of new apprenticeship posts to be provided in construction trades on Site over the period of construction of the Development (and for the clarification of doubt the said minimum number is two (2) new apprenticeship posts in respect of Phase 1 of the Development) and shall unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed), provide such apprenticeship posts. The Council shall provide a list of approved Local Employment and Skills Agencies which shall be maintained by the Workplace Co-ordinator(s).

3.2 The Developer, its contractors and sub-contractors shall work with the Workplace Co-ordinator(s) and the Local Employment and Skills Agencies to recruit apprentices to the posts and provide the Council with a written report on a quarterly basis until the Practical Completion Date of each Phase providing details of the numbers of personnel recruited to the new apprenticeship posts.

### **4. LOCAL PROCUREMENT**

4.1 The Developer will use all reasonable endeavours and work with the Council's Economic Development Team or a nominee of the Council in the Borough to achieve the procurement of construction contracts and goods and services arising from SME companies and organisations based in the Borough.

4.2 In particular the Developer shall (so far as the law permits) use reasonable endeavours to:-

4.2.1 ensure that the total value of contracts procured from SME companies and organisations based in the Borough shall be no less than 10% of the total value of the construction contract or the number of contracts procured in relation to the Site from SME companies and organisations based in the Borough shall be no less than 10% of the total PROVIDED THAT the tenders submitted by or contracts available from local SMEs are on commercially competitive terms having regard to substantially

similar tenders received from or contracts entered into with other contractors or SMEs in the Borough whether produced or entered into by the Developer or other third parties in the Borough (and for the clarification of doubt the Council shall be entitled to produce independent evidence of such terms, tenders or contracts);

- 4.2.2 ensure that the Developer and its contractors (the Developer having taken reasonable steps) consider the applications to tender received from SMEs based locally for the provision of goods and services for the running of the Site, pre and during construction, and shall co-operate with the Council to facilitate opportunities for these local SMEs;
- 4.2.3 include a written statement in their contracts with contractors encouraging them to liaise with the Economic Development Team to discuss, agree and implement the arrangements as set out in this paragraph 4.2 and also in the Southwark Enterprise Strategy;
- 4.2.4 brief sub-contractors on the requirements of this Paragraph 4 and ensure co-operation is agreed as a pre-requisite to accepting sub-contract tenders;
- 4.2.5 advertise and offer sub-contracting and tendering opportunities to SMEs (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including list of Pre-Qualified Firms supplied by the Council's Procurement Team) and the local press;
- 4.2.6 with its contractors and sub-contractors, resource and deliver (in consultation with the Council or a nominee of the Council) a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work; and
- 4.2.7 ensure contractors and sub-contractors where possible divide contracts into more manageable sizes for SMEs based in the Borough.

### **PART III**

#### **5. PARKING PERMIT RESTRICTIONS**

- 5.1 To ensure that prior to Occupying any Dwellings forming part of the Development each new occupier of the Development is informed by the Developer of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the

Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

5.2 The Developer for itself and its successors in title to the Site hereby acknowledges that the provision in paragraph 5.1 above will remain permanently.

5.3 **CAR CLUB**

5.4 Within three (3) months of Implementation of Phase 1, the Developer shall submit to the Council for its approval in writing (such approval not to be unreasonably withheld or delayed):

5.4.1 details of the location and specification for the Car Club On-Street Spaces as part of the specification for the Section 278 Highway Works Stage 1;

5.4.2 details of the Car Club Scheme (which for the clarification of doubt may be submitted as part of the Travel Plan),

and shall not Implement or permit Implementation of Phase 2 or Occupy or allow Occupation of Phase 1 until the details of the location of the Car Club On Street Spaces and details of the Car Club Scheme have been approved in writing.

5.5 Within six (6) months of Practical Completion of Phase 1, the Developer will provide the Car Club On Street Spaces as part of the Section 278 Highways Works Stage 1 in accordance with the approved details and shall not Occupy or permit Occupation of Phase 1 or any Phase of the Development until the Car Club On Street Spaces are provided in accordance with the approved details and the provisions of this paragraph.

*the date*  
5.6 Prior to ~~Occupation~~ the Developer shall deliver the Car Club Scheme or enter into an agreement with the Car Club Operator to deliver the Car Club Scheme (which shall include the provision of one twelve (12) months free Car Club subscription membership (for the avoidance of doubt such provision to exclude all charges (including any rental charges) levied on a per trip or per mile basis) for each Dwelling upon that Dwelling's first Occupation for residential use) and shall not Occupy the Development (or any part or Phase thereof) until the Car Club Scheme is in operation in accordance with the approved details.

*5.6*  
*SH Grand on behalf of the Developer*  
*BOMMA*  
5.7 On first Occupation of each and every Dwelling in any Phase of the Development, the Developer will promote or procure that the Car Club Operator promotes the Car Club Scheme to each new occupier by providing them with written details of the Car Club Scheme including membership details.

5.8 The Developer covenants that the Car Club Scheme will operate for as long as the Development is used or occupied for the purposes permitted by the Planning Permission unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed).

## 6. TRAVEL PLAN

6.1 Prior to Implementation, the Developer shall submit the Travel Plan for the approval of the Council and shall not Implement the Development until it has received the prior written approval of the Council to the Travel Plan (such approval not to be unreasonably withheld or delayed).

6.2 Prior to the Occupation<sup>Date</sup> the Developer shall appoint a Travel Plan Co-ordinator. *SM for and on behalf of*

6.3 The Developer covenants not Occupy the Development (or any part or Phase thereof) until such time as the Travel Plan Co-ordinator has been appointed. *the Developer*

6.4 The Developer covenants to implement, monitor and review the Travel Plan including undertaking the following:

6.4.1 on first Occupation of each and every Dwelling in the Development to provide written details of the Travel Plan to the new occupiers of each Dwelling in the Development;

6.4.2 use reasonable endeavours to encourage occupiers of the Development to comply with the Travel Plan;

6.4.3 undertake an annual review of the Travel Plan and provide a written report of this review to the Council.

6.5 The Developer will have regard to any reasonable recommendations made by the Council upon operation of the Travel Plan following each annual review and discussion of the Travel Plan with the Council.

6.6 The Developer shall implement and observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed by the Developer and Council from time to time) for so long as the Development (or any part or Phase thereof) shall be extant and Occupied.

## PART IV

### 7. D1 FACILITY AND LEASE

#### Services Plan for D1 Facility

7.1 Within twenty eight (28) days of Implementation of Building G the Developer shall submit a Services Plan to the Council for approval; and

- 7.2 The Developer shall not Occupy or permit Occupation of any part or parts of Building G until the Services Plan is approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

### **D1 Specification**

- 7.3 On or before Practical Completion of Phase 1, the Developer shall: -
- 7.3.1 construct and make available the D1 Facility in accordance with: -
    - 7.3.1.1 design details approved pursuant to Condition 3 of the Planning Permission, and
    - 7.3.1.2 the D1 Specification; and
  - 7.3.2 serve upon the Council the D1 Facility Completion Notice;
  - 7.3.3 make ready the D1 Facility (including any interests in common parts within or outside Building G) for handover to the Council under the D1 Lease in full repair and good condition in accordance with the matters set out in paragraphs 7.3.1.1 and 7.3.1.2 of this Schedule 2 and clear of all unused building materials, plant and equipment used in constructing the D1 Facility (or any other Phase of the Development) to the reasonable satisfaction of the Director of Regeneration or if reasonably required by him to the reasonable satisfaction of the Surveyor at the Developer's cost (and at no cost to the Council) whereupon the Council or the Surveyor shall certify satisfactory completion in writing (which shall not be unreasonably withheld or delayed) ("**D1 Facility Certificate of Completion**").
  - 7.3.4 allow the Director of Regeneration or the Surveyor access to the D1 Facility for the purpose of inspection and ascertaining compliance with the provisions of this paragraph 7 prior to issuing a D1 Facility Certificate of Completion.
- 7.4 The Developer shall not Occupy Building G of Phase 1 of the Development unless and until the Council has issued the D1 Facility Certificate of Completion.
- 7.5 The Developer shall not use or Occupy or permit or suffer use or Occupation of the D1 Facility by any person other than the Council (or a person or body nominated by the Council).
- 7.6 The Council may serve upon the Developer a Defects Notice at any time during the interval commencing with the date of completion of the D1 Facility or receipt of the D1 Facility Completion Notice (whichever is later) and ending with the date twelve (12) calendar months after the date of completion of the D1 Lease. In the event that the Developer fails to serve a D1 Facility Completion Notice the

defects period shall in any event apply but expire no later than twelve (12) calendar months after the date of completion of the D1 Lease ("the Defects Period").

- 7.7 In the event of receipt of a Defects Notice during the Defects Period, the Developer covenants to remedy any Defects arising out of or in connection with works on the D1 Facility in the manner and within the timescales specified in the Defects Notice (unless otherwise agreed by the Council in writing) PROVIDED THAT such timescales in the Defects Notice shall be reasonable having regard to the nature of the Defects specified and shall not be less than one calendar month.

#### The D1 Lease

- 7.8 Not later than six (6) months prior to the estimated date of Practical Completion of the D1 Facility, the Developer shall provide the Council with a draft D1 Lease for the Council's approval to which the Council may request such amendments as it deems appropriate and which <sup>the</sup> Parties agree to negotiate in good faith in order to agree the form of D1 Lease as soon as reasonably practicable thereafter. *SK for and on behalf of the Developer*

- 7.9 On the date of the D1 Facility Certificate of Completion or as soon as reasonably practicable thereafter, the Developer will grant to the Council and subject to the provisions of paragraphs 7.10 and 7.11 the Council covenants that it will accept the D1 Lease.

- 7.10 The Council shall be entitled to reject the D1 Lease in writing in the following circumstances: -

7.10.1 A D1 Facility Certificate of Completion has not been issued by the Council (acting reasonably); or

7.10.2 The Council has served a Defects Notice and the Developer has failed to comply with its requirements within the timescales stated therein and the Council has not agreed an extended period for compliance; or

7.10.3 The Council has served a Defects Notice and the Parties have agreed that the Defects specified therein are not capable of being remedied to the reasonable satisfaction of the Council, or *BSM*

7.10.4 *paragraph 7 of* The Developer has failed to otherwise substantially comply with the *SK for and on behalf of the Developer* provisions of this Part IV of Schedule 2.

#### Restrictions on Use

- 7.11 During the Perpetuity Period, the Developer covenants that: -

7.11.1 It shall not use or permit the D1 Facility to be used for any other purpose (including any other purpose in Class D1 of the Schedule to the

Town and Country Planning (Use Classes) Order 1987 (as amended) or in any provision equivalent to that Class in any statutory Instrument revoking and re-enacting that Order with or without modification) except as a community facility without the prior written consent of the Director of Regeneration (such consent not to be unreasonably withheld or delayed), and

7.11.2 it shall not apply for planning permission for a change of use of the D1 Facility without the prior written consent of the Director of Regeneration such consent not to be unreasonably withheld or delayed).

## **8. PHASE 2 CHILDREN'S PLAY SPACE**

8.1 Not less than six (6) months prior to Implementation of Phase 2, the Developer shall submit for the approval of the Director of Regeneration in writing the specification of the Phase 2 Children's Play Space and shall not Implement Phase 2 until it has received the prior written approval of such specification (such approval not to be unreasonably withheld or delayed).

8.2 On or before first Occupation of Phase 2, the Developer shall construct and lay out the Phase 2 Children's Play Space in accordance with the approved specification and shall thereafter maintain the Phase 2 Children's Play Space to the reasonable satisfaction of the Council for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission.

## **9. HIGHWAY WORKS AND HIGHWAY AGREEMENTS**

9.1 Within three (3) months of Implementation of Phase 1 but before Implementation of Phase 2, the Developer shall submit to the Council for its approval in writing the Section 278 Highway Works Specification(s) including details of the estimated costs of the Section 278 Highway Works Stage 1 and of the Section 278 Highway Works Stage 2 respectively. The Developer shall not Implement Phase 2 (or any other subsequent Phase of the Development) until the Council has approved the Section 278 Highway Works Specification and the said details of estimated costs in writing (such approval not to be unreasonably withheld or delayed).

9.2 In the event that the Developer submits two (2) separate specifications for the Section 278 Highway Works Stage 1 and Stage 2, the Developer shall prepare each specification having regard to any details already submitted or approved in respect of either Stage 1 or Stage 2 and shall ensure consistency and design interface between Stage 1 and Stage 2.



9.3 Prior to Practical Completion of Phase 1 (or any other Phase of the Development whichever comes first), the Developer shall enter into the Section 278 Highways Agreement(s) with the Council (and the Council hereby covenants to also enter into the Section 278 Highways Agreement(s) with the Developer) for the purpose of authorising the Section 278 Highway Works and securing them to the value of the Section 278 Highway Works Bonds Index Linked to the date of completion of the Section 278 Highway Works.

9.4 Within three (3) months of Substantial Commencement of Phase 5, a detailed specification of the TfL Highway Works shall be submitted to the Council for its approval in writing, such specification to include scaled plans and drawings, full specification of the works, timetable for completion and samples of materials to be used ("**the TfL Highway Works Specification**"). The Developer shall not Substantially Commence Phase 5 of the Development until the Council has approved the TfL Highway Works Specification in writing (such approval not to be unreasonably withheld or delayed).

9.5 Prior to Practical Completion of Phase 5, the Developer shall enter into the TfL Highway Works Agreement with TfL for the purpose of securing and authorising the TfL Highway Works to the estimated value of the TfL Highway Works Bond Index Linked to the date of completion of the TfL Highway Works.

#### **Section 278 Highway Works Stage 1**

9.6 Within six (6) months after Practical Completion of Phase 1, the Developer shall have completed the Section 278 Highway Works Stage 1 as approved by the Council pursuant to paragraph 9.1 of this Schedule and in accordance with the Section 278 Highways Agreement(s) to Certificate of Completion stage to the reasonable satisfaction of the Council.

#### **Section 278 Highway Works Stage 2**

9.7 Within six (6) months after Practical Completion of Phase 5 but in any case before first Occupation of Phase 5 the Developer shall have completed the Section 278 Highway Works Stage 2 as approved by the Council pursuant to paragraph 9.1 of this Schedule and in accordance with the Section 278 Highways Agreement(s) to Certificate of Completion stage to the reasonable satisfaction of the Council.

9.8 Prior to Occupation of Phase 5, the TfL Highway Works shall have been completed as approved by the Council pursuant to paragraph 9.4 of this Schedule to the equivalent of the Certificate of Completion stage in accordance with the TfL Highway Works Agreement to the reasonable satisfaction of TfL.

## **10. RIGHTS OF WAY**

### **10.1 Approval of Specifications of the Rights of Way**

Prior to Substantial Commencement of Phase 4, the Developer shall submit specifications for the Rights of Way for the approval of the Council and shall not Substantially Commence Phase 4 until it has received the prior written approval of the Council to each of the specifications for the Avenue, the Pedestrian Route and the River Walkway (such approval not to be unreasonably withheld or delayed).

### **10.2 The Avenue**

10.2.1 Within 6 months of Practical Completion of Phase 5, the Developer shall construct, lay out, landscape and thereafter retain (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) the Avenue in accordance with the approved specification and the Developer shall not Occupy or permit Occupation of Phase 5 unless and until the Avenue has been made available for use by the public to the reasonable satisfaction of the Council which the Council shall confirm in writing as soon as reasonably practicable.

10.2.2 Subject to and in accordance with the provisions of paragraph 10.6 of this Schedule, from the date immediately preceding Occupation of Phase 5, the Developer shall (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) at all times on every day throughout the calendar year permit the public to pass and repass on foot, with bicycles and other non-motorised vehicles over the Avenue.

### **10.3 Pedestrian Route**

10.3.1 Within 6 months of Practical Completion of Phase 4, the Developer shall construct, lay out, landscape and thereafter retain (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) the Pedestrian Route in accordance with the approved specification and the Developer shall not Occupy or permit Occupation of any Dwelling in Phase 4 unless and until the Pedestrian Route has been provided and made available for use by the public to the reasonable satisfaction of the Council which the Council shall confirm in writing as soon as reasonably practicable.

10.3.2 Subject to and in accordance with the provisions of paragraph 10.6 of this Schedule, from the date immediately preceding the Occupation of Phase 4, the Developer shall (for as long as the Development or any

part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) between the hours of 9 a.m. and 4 p.m. on every day throughout the calendar year permit the public to pass and repass on foot over the Pedestrian Route.

#### 10.4 River Walkway

- 10.4.1 Within 6 months of Practical Completion of Phase 4, the Developer shall construct, lay out, landscape and thereafter retain (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) the Part A River Walkway in accordance with the approved specification and the Developer shall not Occupy or permit Occupation of Phase 4 unless and until the Part A River Walkway has been provided and made available for use by the public to the reasonable satisfaction of the Council which the Council shall confirm in writing as soon as reasonably practicable.
- 10.4.2 Subject to and in accordance with the provisions of paragraph 10.6 of this Schedule, from the date immediately preceding the Occupation of Phase 4, the Developer shall (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) at all times on every day throughout the calendar year permit the public to pass and repass on foot, with bicycles and other non-motorised vehicles over the Part A River Walkway.
- 10.4.3 Within 6 months of Practical Completion of Phase 5, the Developer shall construct, lay out, landscape and thereafter retain (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) the Part B River Walkway in accordance with the approved specification and the Developer shall not Occupy or permit Occupation of Phase 5 unless and until the Part B River Walkway has been provided and made available for use by the public to the reasonable satisfaction of the Council which the Council shall confirm in writing as soon as reasonably practicable.
- 10.4.4 Subject to and in accordance with the provisions of paragraph 10.6 of this Schedule, from the date immediately preceding Occupation of Phase 5, the Developer shall (for as long as the Development or any part(s) of it remain(s) Occupied for the purposes permitted by the Planning Permission) at all times on every day throughout the calendar year permit the public to pass and repass on foot, with bicycles and other non-motorised vehicles over the ~~Phase B~~ River Walkway.

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## 10.5 Maintenance of the Rights of Way

With effect from the date on which the public are permitted access to each of the Rights of Way and for so long as the Developer is obliged pursuant to this deed to permit public access thereto, the Developer shall:-

- 10.5.1 at its own expense permanently maintain, cleanse, drain and keep maintained, cleansed and drained that Right of Way to the reasonable satisfaction of the Council;
- 10.5.2 at its own expense permanently maintain a system of lighting along that Right of Way to the reasonable satisfaction of the Council and shall use all reasonable endeavours to ensure that such lighting operates efficiently at all times whilst that Right of Way is open to the public as provided in this Deed subject to emergencies or matters outside its reasonable control; and
- 10.5.3 at all times repair maintain cleanse and drain that Right of Way in all respects as if the Right of Way were being maintained by a highway authority subject to any physical constraints presented by the presence of existing buildings or the Development on the Site.

## 10.6 Provisos relating to the Rights of Way

10.6.1 Notwithstanding anything contained in this Deed, the Developer may from time to time temporarily restrict or prevent access to the Rights of Way or part(s) thereof by giving reasonable prior notice in writing to the Council (EXCEPT in cases of emergency or danger to the public when no prior notice or consent shall be required) and awaiting the written Council's consent to the temporary closure which consent shall not be unreasonably withheld and shall be given promptly but in any case within twenty eight (28) days of the written notice from the Developer but only for the following purposes:-

- (a) for the purpose of negating any claim that the Rights of Way have been dedicated as public rights of way but on no more than two days in each calendar year (or for such longer periods as may be agreed in writing by the Council prior to closure occurring) after their opening;
- (b) the repair maintenance cleansing and resurfacing of the Rights of Way and the laying, cleaning, maintenance and repairing of any cables wires pipes drains or ducts over along or beneath them;
- (c) the inspection maintenance repair renewal rebuilding or demolition or development of any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);

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- (d) the construction of new buildings or structures on the Site provided that such new buildings or structures themselves do not obstruct the Rights of Way;
- (e) if in the reasonable opinion of the Developer there shall be some imminent danger to the public; and
- (f) for any other reasonable cause and for such reasonable period as may be approved by the Council such approval not to be unreasonably withheld or delayed (except in case of emergency when no approval shall be necessary),

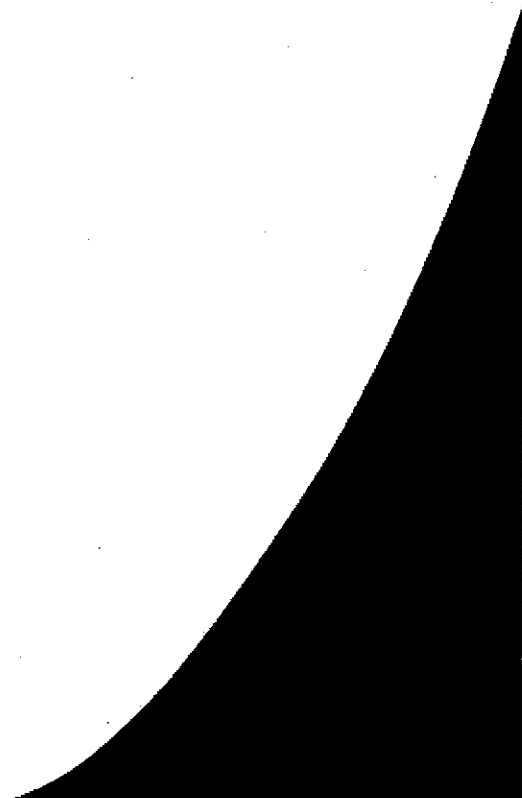
PROVIDED THAT in the event no response from the Council is received by the Developer within twenty eight (28) days of its notice, approval of the temporary restriction or closure shall be deemed given by the Council.

10.6.2 If the Director of Regeneration or any other appropriately empowered person on behalf of the Council requires or requests closure of the Rights of Way or part(s) thereof to the public so as to avoid or prevent injury or damage to the general public then the Developer shall be entitled (without seeking further approval of the Council) immediately to close the affected part(s) of the Rights of Way to the public for so long as may be required or suggested by the Council's Director of Regeneration or other empowered person.

10.6.3 In the event of closure of any part(s) of the Rights of Way by reason of emergency or danger or risk of injury or damage to the public (whether at the Council's behest or not), the Developer shall promptly take all such reasonable steps as are necessary to remove or overcome the emergency, danger or risk of injury or damage to the public, failing which the Council may enter the Development and undertake the said steps and recover the reasonable costs of doing so from the Developer.

#### 10.7 **Access for the Council**

The Developer shall permit the Council and its authorised officers workmen or agents upon prior reasonable notice (except in cases of emergency when no notice shall be given or required) to be allowed access to the Site and the Rights of Way at all reasonable times for the purposes of ensuring that the provisions of this paragraph are being complied with.



## SCHEDULE 3

### DEVELOPER'S OBLIGATIONS - FINANCIAL CONTRIBUTIONS

#### 1. FINANCIAL CONTRIBUTIONS

- 1.1 The provisions of this Schedule shall come into effect before the Implementation Date of Phase 1.
- 1.2 Prior to the relevant Trigger Event (Implementation (in the cases of Phase 1 and Phase 2), Substantial Commencement (in the cases of Phase 3, Phase 4, and Phase 5) or first Occupation (in respect of each Phase)), the Developer covenants to pay to the Council the corresponding Instalments of each of the Contributions as detailed in Tables 1, 2, 3, 4 and 5 annexed to this Schedule.

#### Restrictions on Implementation

- 1.3 Where the relevant Trigger Event in accordance with paragraph 1.2 and Tables 1, 2, 3, 4 and 5 is Implementation (in the cases of Phase 1 and Phase 2) or Substantial Commencement (in the cases of Phase 3, Phase 4 and Phase 5), the Developer shall not: -
- 1.3.1 Implement Phase 1 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 1 due before the Implementation Date in accordance with paragraph 1.2 above and Table 1;
  - 1.3.2 Implement Phase 2 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 2 due before the Implementation Date in accordance with paragraph 1.2 above and Table 2;
  - 1.3.3 Substantially Commence Phase 3 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 3 due before the Substantial Commencement Date in accordance with paragraph 1.2 above and Table 3;
  - 1.3.4 Substantially Commence Phase 4 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 4 due before the Substantial Commencement Date in accordance with paragraph 1.2 above and Table 4;
  - 1.3.5 Substantially Commence Phase 5 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 5 due before the Substantial

Commencement Date in accordance with paragraph 1.2 above and Table 5.

#### **Restrictions on Occupation**

- 1.4 Where the relevant Trigger Event in accordance with paragraph 1.2 and Tables 1, 2, 3, 4 and 5 is Occupation of any of Phases of the Development, the Developer shall not: -
  - 1.4.1 Occupy Phase 1 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 1 due before the Occupation Date in accordance with paragraph 1.2 above and Table 1;
  - 1.4.2 Occupy Phase 2 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 2 due before the Occupation Date in accordance with paragraph 1.2 above and Table 2;
  - 1.4.3 Occupy Phase 3 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 3 due before the Occupation Date in accordance with paragraph 1.2 above and Table 3;
  - 1.4.4 Occupy Phase 4 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 4 due before the Occupation Date in accordance with paragraph 1.2 above and Table 4;
  - 1.4.5 Occupy Phase 5 of the Development until the Council has received in full the total sum of all the Instalments of the Contributions in respect of Phase 5 due before the Occupation Date in accordance with paragraph 1.2 above and Table 5.
- 1.5 Without prejudice to the foregoing, the Developer shall not Occupy Phase 5 of the Development until the Council has received the entirety of the Contributions detailed in Table 6.



**SCHEDULE 3 (cont)**

**Table 1- Phase 1 (Buildings F & G) Contributions**

<b>Contributions</b>	<b>Phase 1 (Buildings F &amp; G)</b>	
	<b>Instalment(s) £</b>	<b>Trigger Event(s)</b>
<b>Community Facilities Contribution</b>	-	-
<b>Education Contribution</b>	£300,000.00	Implementation
<b>Health Contribution</b>	£169,424.31	Occupation
<b>Construction WPC Coordinator &amp; Employment Contribution</b>	£84,094.13	Implementation
<b>Public Open Space and Sports Development Contribution</b>	-	-
<b>Strategic Transport Contribution</b>	-	-
<b>Children's Play Space &amp; Equipment Contribution</b>	£100,000.00	Implementation
<b>Community Project Fund</b>	£400,000.00	Implementation
<b>Archaeology Contribution</b>	£13,500.00	Implementation
<b>Traffic Order Contribution</b>	£2,750.00	Implementation
<b>Administration Cost</b>	£15,743.68	Implementation
<b>Total of Phase 1 Contributions</b>	<b>£1,085,512.12</b>	
<b>% of Contributions</b>	<b>26.3%</b>	

**SCHEDULE 3 (cont)**

**Table 2 - Phase 2 (Building A) Contributions**

	<b>Phase 2 (Building A)</b>	
<b>Contributions</b>	<b>Instalment(s) £</b>	<b>Trigger Event(s)</b>
<b>Community Facilities Contribution</b>	£21,154.00	Implementation
<b>Education Contribution</b>	£136,703.67	Occupation
<b>Health Contribution</b>	£90,796.68	Occupation
<b>Construction WPC Coordinator &amp; Employment Contribution</b>	£45,067.21	Implementation
<b>Public Open Space and Sports Development Contribution</b>	£159,493.88	Implementation
<b>Strategic Transport Contribution</b>	£65,326.80	Implementation
<b>Children's Play Space &amp; Equipment Contribution</b>	-	-
<b>Community Project Fund</b>	£550,000.00	Implementation
<b>Archaeology Contribution</b>	-	-
<b>Traffic Order Contribution</b>	-	-
<b>Administration Cost</b>	£33,905.27	Implementation
<b>Total of Phase 2 Contributions</b>	<b>£1,102,447.51</b>	
<b>% of Total Contributions</b>	26.7%	

**SCHEDULE 3 (cont)**

**Table 3 - Phase 3 (Building B) Contributions**

	<b>Phase 3 (Building B)</b>	
<b>Contributions</b>	<b>Instalment(s) £</b>	<b>Trigger Event(s)</b>
<b>Community Facilities Contribution</b>	£25,686.00	Substantial Commencement
<b>Education Contribution</b>	£165,997.32	Occupation
<b>Health Contribution</b>	£117,699.89	Occupation
<b>Construction WPC Coordinator &amp; Employment Contribution</b>	£58,420.43	Substantial Commencement
<b>Public Open Space and Sports Development Contribution</b>	£193,671.14	Substantial Commencement
<b>Strategic Transport Contribution</b>	£79,325.40	Substantial Commencement
<b>Children's Play Space &amp; Equipment Contribution</b>	-	-
<b>Community Project Fund</b>	-	-
<b>Archaeology Contribution</b>	-	-
<b>Traffic Order Contribution</b>	-	-
<b>Administration Cost</b>	-	-
<b>Total of Phase 3 Contributions</b>	<b>£640,800.18</b>	
<b>% of Total Contributions</b>	15.5%	

**SCHEDULE 3 (cont)****Table 4 - Phase 4 (Building C) Contributions**

<b>Contributions</b>	<b>Phase 4 (Building C)</b>	
	<b>Instalment(s) £</b>	<b>Trigger Event(s)</b>
<b>Community Facilities Contribution</b>	£21,153.00	Substantial Commencement
<b>Education Contribution</b>	£136,703.67	Occupation
<b>Health Contribution</b>	£104,248.20	Occupation
<b>Construction WPC(s) &amp; Employment Contribution</b>	£51,743.82	Substantial Commencement
<b>Public Open Space and Sports Development Contribution</b>	£159,493.88	Substantial Commencement
<b>Strategic Transport Contribution</b>	£65,326.80	Substantial Commencement
<b>Children's Play Space &amp; Equipment Contribution</b>	-	-
<b>Community Project Fund</b>	£550,000.00	Substantial Commencement
<b>Archaeology Contribution</b>	-	-
<b>Traffic Order Contribution</b>	-	-
<b>Administration Cost</b>	-	-
<b>Total of Phase 4 Contributions</b>	<b>£1,088,669.37</b>	
<b>% of Total Contributions</b>	<b>26.3%</b>	

**SCHEDULE 3 (cont)**

**Table 5 - Phase 5 (Building D) Contributions**

	<b>Phase 5 (Building D)</b>	
<b>Contributions</b>	<b>Instalment(s) £</b>	<b>Trigger Event(s)</b>
<b>Community Facilities Contribution</b>	£7,555.00	Substantial Commencement
<b>Education Contribution</b>	£48,822.74	Occupation
<b>Health Contribution</b>	£52,124.10	Occupation
<b>Construction WPC(s) &amp; Employment Contribution</b>	£25,871.91	Substantial Commencement
<b>Public Open Space and Sports Development Contribution</b>	£56,962.10	Substantial Commencement
<b>Strategic Transport Contribution</b>	£23,331.00	Substantial Commencement
<b>Children's Play Space &amp; Equipment Contribution</b>	-	-
<b>Community Project Fund</b>	-	-
<b>Archaeology Contribution</b>	-	-
<b>Traffic Order Contribution</b>	-	-
<b>Administration Cost</b>	-	-
<b>Total of Phase 5 Contributions</b>	<b>£214,666.85</b>	
<b>% of Total Contributions</b>	<b>5.2%</b>	

**SCHEDULE 3 (cont)****Table 6 – Total of Contributions**

	<b>Total</b>
<b>Contributions</b>	
<b>Community Facilities Contribution</b>	£75,548.00
<b>Education Contribution</b>	£788,227.40
<b>Health Contribution</b>	£534,293.18
<b>Construction WPC(s) &amp; Employment Contribution</b>	£265,197.50
<b>Public Open Space and Sports Development Contribution</b>	£569,621.00
<b>Strategic Transport Contribution</b>	£233,310.00
<b>Children's Play Space &amp; Equipment Contribution</b>	£100,000.00
<b>Community Project Fund</b>	£1,500,000.00
<b>Archaeology Contribution</b>	£13,500.00
<b>Traffic Order Contribution</b>	£2,750.00
<b>Administration Cost</b>	£49,648.95
<b>Total Contributions</b>	<b>£4,132,096.03</b>
<b>% of Total Contributions</b>	<b>100%</b>

## SCHEDULE 4

### COUNCIL'S OBLIGATIONS

#### 1. Council's Obligations

- 1.1 Subject to the Developer's compliance with paragraph 1 of Schedule 2, the Council covenants to inspect the Affordable Housing Units as soon as is reasonably practicable following Practical Completion and if satisfied that they have been constructed to the reasonable satisfaction of the Director of Regeneration to notify the Developer of this as soon as is reasonably practicable but in the event that no response is received within 28 Working Days (unless a different period is agreed between the Parties in writing) of inspection then the Affordable Housing Units shall be deemed to be to the reasonable satisfaction of the Director of Regeneration.

#### Site and Development Facilities

- 1.2 Save in respect of the Community Project Fund, the Council, shall pursuant to the Local Government Act 2003, be at liberty to charge the Contributions to a Council revenue account and, for the avoidance of doubt, it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.3 The Council covenants with the Developer that it will expend and apply the Contributions or any parts or parts thereof upon the Site and Development Facilities and its reasonable professional costs associated with the Site and Development Facilities.
- 1.4 Save in respect of the Community Project Fund, to the extent that any of the Site and Development Facilities referred to in Schedule 2 and Schedule 3 have been provided or can be provided by the Council to the extent reasonably required for less than the corresponding sum identified for its provision or are no longer required the resulting surplus balance and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Deed.

#### Construction WPC(s) and Employment Contribution

- 1.5 In the event that the Construction WPC(s) and Employment Contribution is paid it will be expended by the Council on the appointment of the Workplace Co-ordinator(s) for the purposes of delivering the aims and objectives set out in paragraph 2 of Schedule 2.

## Community Project Fund

1.5.1 Subject to paragraphs 1.2, 1.3 and 1.4 of this Schedule, in expending the Community Project Fund the Council shall in the first instance and so far as reasonably practicable have regard to prioritising expenditure for the following projects currently comprised in the Community Project Bank:

1.5.1.1 up to £250,000 (two hundred and fifty thousand) Index Linked for capital improvements (including associated costs) to the Downside Fishers Youth Club, and

1.5.1.2 up to £1,250,000 (one million two hundred and fifty thousand pounds) Index Linked towards capital works for the creation, improvement or maintenance of Home Zones for Llewellyn Street, improvement or maintenance or provision of children's play facilities or equipment in or around the Dickens Estate and East Lane (including associated costs) which for the avoidance of doubt shall include (without limitation): -

(a) environmental or public realm improvements and associated costs; and

(b) the costs of making or amending or monitoring any relevant orders required to implement measures comprised in the Home Zones,

1.5.2 in the second instance, for any environmental or public realm improvements projects (including any associated costs) forming part of the Community Project Bank and within the Riverside ward and not likely to encourage illegal, political, religious, anti-social or criminal behaviour or the consumption of alcohol or to have an adverse impact on public safety; and

1.5.3 thereafter, for any relevant purposes of the Community Project Bank provided that these are not likely to encourage illegal, political, religious, anti-social or criminal behaviour or the consumption of alcohol or to have an adverse impact on public safety;



PROVIDED ALWAYS THAT in the event of the priorities of the Community Project Bank changing from time to time nothing in this paragraph (or this Deed) shall prejudice, limit or otherwise fetter the Council's discretion to expend the Community Project Fund for any relevant purposes of the Community Project Bank.

1.6 If the Developer reasonably requires, the Council shall give public credit to the Developer for funding any project through the Community Project Fund PROVIDED THAT: -

1.6.1 the form of such public credit to be agreed between the Council and the Developer (both parties acting reasonably), and;

1.6.2 the Developer shall at its own cost (and at no cost to the Council) provide the Council with appropriate promotional materials or signage relating to such public credit (to be approved by the Council such approval not to be unreasonably withheld or delayed).

#### **Traffic Management Order Contribution**

1.7 The Council hereby covenants upon receipt of the Traffic Management Order Contribution as set out in Schedule 3 to use reasonable endeavours to amend the Traffic Management Order to provide that future occupiers of the Development shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle pursuant to any traffic order or other restrictions relating to on-street parking in the vicinity of the Development (as determined from time to time by the Council acting reasonably) and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

1.8 The Council shall issue the Planning Permission promptly on completion of this Deed.

1.9 At the reasonable written request of the Developer the Council shall within a reasonable time provide written confirmation of: -

1.9.1 the discharge of the obligations contained in this Deed when satisfied (acting reasonably) that such obligations have been performed; and/or

1.9.2 the expenditure of the Contributions referred to in Schedule 3 for the purposes specified under this Deed.

**Social Rented Residential Accommodation in Block G**

Level	Apartment	Description	Habitable Rooms	Disabled	
0	SR G00 01	3 duplex lower	5		
	SR G00 02	4 duplex lower	6		
	SR G00 03	4 duplex lower	6		
	SR G00 04	4 duplex lower	6		
	SR G00 05	4 duplex lower	6		
	SR G00 06	3 duplex lower	5	1	
	SR G00 07	3 duplex lower	5	1	
	SR G00 08	3 duplex lower	5		
	1	SR G01 09	2	3	
		SR G01 10	4	5	
		SR G02 01	1	2	
		SR G02 02	2	3	
		SR G02 03	2	3	
SR G02 04		2	3		
SR G02 05		1	2	1	
SR G02 06		2	3		
SR G02 07		2	3	1	
2	SR G02 08	4	5		
	SR G02 09	1	2		
	SR G02 10	2	3		
	SR G02 11	2	3		
	SR G02 12	2	3		
	SR G02 13	2	3		
	3	SR G03 01	1	2	
		SR G03 02	2	3	
		SR G03 03	2	3	
		SR G03 04	2	3	
		SR G03 05	1	2	1
		SR G03 06	2	3	
		SR G03 07	2	3	1
SR G03 08		4	5		
SR G03 09		1	2		

	SR G03 10		2			3	
	SR G03 11		2			3	
	SR G03 12		2			3	
	SR G03 13		2			3	
4	SR G04 01		1			2	
	SR G04 02		2			3	
	SR G04 03		2			3	
	SR G04 04		2			3	
	SR G04 05		1			2	1
	SR G04 06		2			3	
	SR G04 07		2			3	
	SR G04 08		4			5	
	SR G04 09		1			2	
	SR G04 10		2			3	
	SR G04 11		2			3	
	SR G04 12		2			3	
	SR G04 13		2			3	
5	SR G05 01		1			2	
	SR G05 02		2			3	
	SR G05 03		2			3	
	SR G05 04		2			3	
	SR G05 05		1			2	1
	SR G05 06		2			3	
	SR G05 07		2			3	
	SR G05 08		4			5	
	SR G05 09		1			2	
	SR G05 10		2			3	
	SR G05 11		2			3	
	SR G05 12		2			3	
	SR G05 13		2			3	
6	SR G06 01		1			2	
	SR G06 02		2			3	
	SR G06 03		2			3	
	SR G06 04		2			3	
	SR G06 05		1			2	1

SR G06 06	2	3	1
SR G06 07	2	3	1
SR G06 08	4	5	
SR G06 09	1	2	
SR G06 10	2	3	
SR G06 11	2	3	
SR G06 12	2	3	
SR G06 13	2	3	
SR G07 01	1	2	1
SR G07 02	2	3	
SR G07 03	2	3	
SR G07 04	4	5	1
SR-G08 01	1	2	1
SR-G08 02	2	3	
SR-G08 03	2	3	
SR-G08 04	4	5	1
SR G09 01	1	2	1
SR G09 02	2	3	
SR G09 03	2	3	
SR G09 04	4	5	1
<b>SUMMARY: Total Apartments: 87</b>			

**Social Rented Residential Accommodation in Block F**

Level	Apartment	Description	Habitable Rooms	Disabled
0	SR-F00 03	3	4	
	SR-F00 04	3	4	
	SR-F00 05	2	3	
	SR-F00 06	2	3	
	SR-F00 07	2	3	
1	SR-F01 01	3	4	
	SR-F01 02	2	3	
2	SR F02 01	3	4	
	SR F02 02	2	3	
	SR F02 03	3	4	

	I F07 04	1		2	
	I F07 05	1		2	
	I F07 06	1		2	
	I F07 07	1		2	
8	I F08 01	2		3	1
	I F08 02	1		2	
	I F08 03	1		2	
	I F08 04	1		2	
	I F08 05	2		3	
	I F08 06	1		2	
	I F08 07	1		2	
	I F08 08	1		2	
9	P F09 01	2		3	1
	P F09 02	1		2	
	P F09 03	1		2	
	P F09 04	1		2	
	P F09 05	2		3	
	P F09 06	1		2	
	P F09 07	1		2	
	P F09 08	1		2	
<b>SUMMARY: Total Apartments: 61</b>					

## SCHEDULE 6

### RSL MORTGAGEE'S DUTY

1. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the RSL Mortgagee shall give not less than three (3) months' prior notice to the Council of its intention to dispose of the Affordable Housing Units and: -
  - 1.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units may be made in such a way as to safeguard them as Affordable Housing then the RSL Mortgagee shall fully co-operate with such arrangements and use all reasonable endeavours to secure the transfer to another Registered Social Landlord;
  - 1.2 if the Council does not serve its response to the notice served under paragraph 1.1 above within one (1) month then the RSL Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Schedule 2 (Affordable Housing); and
  - 1.3 if the Council, the RSL Mortgagee or any other person cannot within three (3) months of the date of service of the Council's response under paragraph 1.1 above arrange or secure such transfer then provided that the RSL Mortgagee shall have fully complied with its obligations under paragraph 1.1 above, the RSL Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Schedule 2 (Affordable Housing).

PROVIDED THAT the rights and obligations in this Schedule shall not require the RSL Mortgagee to act contrary to its legal duties under the charge or mortgage or transfer the Affordable Housing Units for less than the amount of the moneys owing to the RSL Mortgagee.

## SCHEDULE 7

### D1 LEASE - HEADS OF TERMS

#### Chambers Wharf - Community Facility Lease Heads of Terms

- Demise:** 203 m<sup>2</sup> (being the approx GIA) Community Facility (to be measured upon completion of the facility) but reserving the rights relating to services and support and to redevelop nearby land. The facility will be completed to shell specification (attached) ready for the tenant's fit-out works.
- The landlord will reserve rights to enter the facility to carry out repairs in the event of emergency only.
- The Landlord may, upon giving reasonable prior written notice to the Tenant, enter the facility to verify whether or not any covenants by the Tenant in the D1 facility lease have been or are being complied with.
- The tenant will be granted rights over the Landlord's adjoining property of repair and maintenance; support; light; passage of services; rights over common parts and external areas of the building; rights of access.
- The landlord will reserve rights of support, light and passage of services.
- Signage:** The tenant will be permitted to place a sign on the building subject to the landlord's approval such consent not to be unreasonably withheld. The landlord may withhold consent where the sign either exceeds a maximum size of 2m x 1m and/or includes neon or similar lighting.
- Rent:** A peppercorn rent per annum, plus insurance rent and service charge shall be payable from the date eighteen (18) months immediately after the commencement of term (to allow a rent-free period of 18 months for the tenant's fit out works). The initial service charge will be agreed prior to the lease, to cover the repair, maintenance and insurance of the structure and areas used in common with other tenants, which shall be managed by the landlord or its managing agent. Monies released as a result of insurance claims or warranties given by the landlord, designers, professional advisers, construction companies or contractors where there are insurance events, faults or defects duly covered by those arrangements, will be applied to the service charge and / or insurance for the benefit of the tenants.
- Landlord** The owner of the interest in possession of the D1 Facility immediately prior to the date of grant of the lease and any successors in title and / or assigns from time to time;
- Tenant:** The Mayor and Burgesses of the London Borough of Southwark;

- Insurance** The Landlord will insure the property and recover the premium from the tenant;
- Term:** 125 years to commence from the date of completion of the lease not to be earlier than the date the Council issues its Certificate of Completion (under the Section 106) in respect of the Premises.
- Repairs:** Tenant to be responsible for internal repairs and maintenance. The landlord will be responsible for external repairs and maintenance and the tenant will make a contribution to external maintenance as required by the landlord acting reasonably, such contribution to be a reasonable and equitable apportionment (see above in relation to the service charge).
- Use:** D1 - non-residential institutions or such other use as agreed with the landlord; such agreement not to be unreasonably withheld. The Landlord may withhold consent where an alternative use would prejudice the use and occupation of the residential units or where consent from the local planning authority is required and not obtained. There will be an absolute prohibition on the sale of alcohol. Noise restrictions will apply in line with the Planning Permission (07-AP-1262). The hours of use of the premises will be limited to the hours between 0800 and 2100.
- Alienation:** Sections 24 -28 of the Landlord and Tenant Act shall not apply. Assignment of whole and / or under-letting of the whole or part permitted without consent. Sharing occupation of whole or part with other community groups shall be permitted without consent provided no tenancy is thereby created and such use is in accordance with the restrictions set out in the Planning Permission.
- Within 28 days of any dealing the tenant will serve notice of such dealing to the landlord together with the registration fee from time to time agreed. On an assignment, the incoming tenant is to provide a deed of covenant in favour of the landlord.
- Any assignee or under-tenant shall comply with the Community Use Principles in the Schedule attached.
- Break Clause:** After the 5<sup>th</sup> anniversary of the term, the tenant may terminate the lease on any subsequent anniversary of the term by giving to the landlord not less than 6 months notice in writing.
- Alterations:** The tenant can carry out internal structural and non-structural alterations with the agreement of the landlord, such agreement not to be unreasonably withheld.
- Rates** The tenant will be responsible for the payment of any rates on the property.



### **Community Use Principles**

1. In common with other non - fee paying schools within the London Borough of Southwark, the sub-Tenant is at the heart of its community, sharing its community use facilities comprised in the premises with other schools and the wider community ("the Community Use Facility")
2. The sub-Tenant shall make the Community Use Facility available for community use as far as reasonably consistent with its educational purposes and the provisions of the Lease
3. The sub-Tenant shall agree with a nominated officer within the local authority a Community Use Scheme for the Community Use Facility specifying the following details: -
  - 3.1 The days and times of availability of the Community Use Facility, subject to the educational use of the Facility by the sub-Tenant taking precedence
  - 3.3 Access to and right to use the Community Use Facility by users from the community (whether groups or individuals) who are not staff, pupils or members of the School / sub-Tenant;
  - 3.4 Management and maintenance of the Community Use Facility
  - 3.5 A mechanism for review of the Community Use Scheme
  - 3.6 A charging protocol
4. Before occupying the Community Facility, the sub-Tenant shall implement and thereafter comply with the Community Use Scheme for the duration of the term

### **General Position for the Use of the Community Use Facilities**

5. The Community Use Facility shall be provided for community use on a non-profit basis for use by non-commercial and non-profit making community groups or organisations PROVIDED THAT a reasonable charge may be levied (on a non-profit basis) for such proportion of the administrative costs, insurance, repair or maintenance as are attributable to usage by the community of the Community Use Facility from time to time;

### **Minimum Availability Requirements of the Community Use Facility**

6. During any term time of the sub-Tenant / School, the Community Use Facility shall be made available for community use following conclusion of the normal school day, (namely outside the core hours of 7.30am – 4.30pm) but without prejudice to the availability of part of the Community Use Facility within core school hours if there is need and provision is made in the Community Use Scheme.
  
7. During the weekends in any term time of the sub-Tenant / School, the Community Use Facility shall be made available for community use at all reasonable times subject to the Planning Permission PROVIDED THAT the sub-Tenant does not require the relevant parts of the Community Use Facility in the course of its normal educational purposes.
  
8. During school holidays of the sub-Tenant / School, the Community Use Facility shall be made available in accordance with the details set out in the Community Use Scheme.

## **Chambers Wharf Outline shell specification for Community Facility, Building G**

### **1. General**

This outline scope of work is intended to set out the basic requirements for the users for the proposed Chamber's Wharf Community Facility. The Community Centre is situated on the ground floor of Building G with an approximate floor area of 203 m<sup>2</sup>.

### **2. Floor Finishes**

- Screed to receive tenant's floor finish.

### **3. Ceilings**

- Fairface concrete soffit in main community space
- White painted plasterboard to toilets and entrance lobby and moisture resistant in WCs.
- Ensure that acoustic insulation between different occupiers meets the requirements of the Building Regulations and is sufficient to acoustically separate each part of the building.

### **4. Wall Finishes**

- Ceramic tiles or proprietary antiseptic paint on two layers board: 1 layer moisture resistant p/b with 12mm wbp plywood backing to WCs. 1 layer p/b on 12mm plywood backing to entrance lobby. Timber softwood skirting's 200mm high (note: ideally should be installed after the floor finish)
- Fairface blockwork to main community space

### **5. Doors**

- Hinged or Sliding door.
- Door to be solid core laminate faced, fire rated as necessary, fitted with hardwood frames, and durable stainless steel ironmongery and vision panels OR glazed doors (double glazed with 8.4mm laminated clear glass with manifestations) and side lights with either galvanised steel or aluminium frame (polyester powder coated). Type should be agreed with school
- Locks on all door/s (suited under a masterkey).

### **6. Fenestration**

- Vertical opening windows to Architect's specification in line with remainder of building design/ materials. All glass to be laminated safety glass. Windows to have strong security locking devices.

### **7. Services**

- Provide all statutory services, including electrical installation including wiring, water, internal and external drainage, gas (if appropriate). Ducts to be provided for future installation of mains services by tenant
- Electrical: Provide distribution boards and an infrastructure of small power throughout the space, DDA compliant. Provide containment for data cables parallel to the power cable distribution, and a BT incoming line. Ensure that all electrical distribution is adequately separated from all data and BT cabling etc. Provide sufficient spare incoming services from the street to reasonably allow for future needs such as BT lines / broadband, TV etc. Provide lightning protection if required.
- Lighting: Provide adequate low energy lighting which can be dimmer controlled, including emergency lighting.

- Mechanical: Provide sufficient fresh air and ventilation to all areas (either mechanical or natural). Provide mechanical extract to the toilets. Standards to meet the Building Regulations.

#### 8. Toilets

- Sanitary appliances to be provided in the positions shown on the drawings.

#### 9. Means of Escape

- Ensure that there is a means of escape proposal that complies with the Statutory Requirements.

#### 10. Accessibility

- Ensure that the building is fully accessible, there are no impediments, and all doors are a minimum clear width of 850mm. Ensure that all facilities (kitchen, toilets, access to power and data points) are fully DDA compliant, and there is sufficient door width at the entrance to allow for buggies and double buggies. Provide covered and secure buggy park.

SK  
for and  
on behalf  
of the  
Developer

BMM

**SCHEDULE 9**

**APPROVED LIST OF RSLs**

Wandle  
London & Quadrant Housing Trust  
Hexagon  
Hyde  
Family Mosaic  
Metropolitan Housing Trust  
Southern Housing Group  
Guinness  
Affinity Sutton Group Limited  
Genesis  
ASRA  
Notting Hill Housing Trust

All the RSLs have an established relationship with the Council in terms of nomination arrangements and a local management presence.