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DATED

31st January

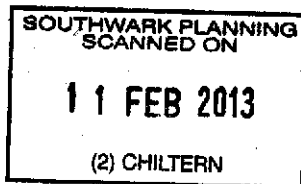
2013

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

- AND -

GUY'S AND ST THOMAS'S NHS FOUNDATION TRUST

PLANNING OBLIGATIONS BY AGREEMENT
PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 AND OTHER POWERS
IN RESPECT OF LAND KNOWN AS
GUY'S CANCER TREATMENT CENTRE,
GUYS HOSPITAL, GREAT MAZE POND, LONDON SE1 9RT



Doreen Forrester-Brown
Director of Legal Services
London Borough of Southwark
PO Box 64529
London SE1 5LX

Ref: LEG/RP/PL/S106/00063412(SY)/12-AP-2062

THIS DEED is made the
thousand and thirteen

31st day of *January* **Two**

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**
of the Town Hall Peckham Road London SE5 8UB ("the Council"); AND
- (2) **GUY'S AND ST THOMAS'S NHS FOUNDATION TRUST** of Guy's Hospital, St
Thomas Street, London, SE1 9RT ("The Developer")

WHEREAS:

- (A) The Developer is the freehold owner of the Site.
- (B) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (C) The Developer wishes to construct the Development in accordance with the Planning Permission.
- (D) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 which may be enforced against the Site and the Developer by the Council.
- (E) The Developer acknowledges that the site specific transport and public realm contributions would have been contributions payable to the Council in accordance with the Council's adopted Section 106 Obligations Supplementary Planning Document, July 2008 towards mitigating the need for site related transport and public realm improvements by the Council. In lieu of such contributions the parties agree that the Developer shall carry out the Highways Works in order to mitigate the adverse impacts of the Development upon transport and public realm in the vicinity of the Site.
- (F) Initial archaeological investigations discovered the presence of a Roman boat on the Site classified as a Scheduled Ancient Monument. On 3rd September 2012, English Heritage granted Scheduled Ancient Monument Consent subject to various conditions one of which requires an agreement under Section 17 of the Ancient Monuments and Archaeological Areas Act 1979 to be completed prior to Demolition.
- (G) Having regard to the provisions of the development plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted in accordance with the Planning Permissions and subject to the

terms hereof and for that purpose the Developer is willing to enter into this Deed so as to bind the Site and any successors in title and assigns from time to time.

NOW THIS DEED WITNESSETH:

1. Definitions and Interpretation

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

- "1990 Act"** The Town and Country Planning Act 1990 and any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;
- "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 Power) 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 Contribution"** The sum of £13,340.80 Index Linked to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering this 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 this Deed;
- "Application"** The application for planning permission submitted by the Developer to the Council and registered by the Council on 13 July 2012 to carry out the Development upon the Site with LBS registered number 12-AP-2062;
- "1st Archaeology Contribution"** The sum of £5,261 Index Linked to be paid by the Developer to the Council in accordance with Paragraph 1 of Schedule 3;
- "2nd Archaeology Contribution"** The sum of £50,000 Index Linked to be paid (if applicable) by the Developer to the Council in accordance with paragraph 3.4.3 of Schedule 2;
- "Borough"** The London Borough of Southwark;

"Contributions"

Public Open Space Contribution, Strategic Transport Contribution, WPC Contribution (if relevant), Off Site Carbon Reduction Contribution and WPC Management Contribution;

"Council"

The London Borough of Southwark the part of the first part hereto in its statutory capacity as the local planning authority for the Borough and any statutory successor body;

"Demolition"

The taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring, fixtures, services and temporary structures including room partitions and 'Demolish' shall be construed accordingly;

"Developer"

The party of the second part hereto including any successors and assigns from time to time in existence;

"Development"

Demolition of existing buildings on the corner of Great Maze Pond and Snowfields and erection of a 14 storey building for a Cancer Treatment Centre (with an additional 2 storeys of roof plant) 71 metres in height and 29,000sqm floor area, with preservation in situ of a Scheduled Ancient Monument (Roman Boat), public realm works, disabled parking, cycle parking facilities and basement link to hospital campus pursuant to and in accordance with the Planning Permission;

"Director of Planning"

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;

"Dispose"

The occurrence of any of the following after the date of Demolition;

- (i) the grant and commencement of any lease or any other lease or tenancy in respect of the Site or any floorspace comprised in the Site; and / or
- (ii) the completion of an assignment of a lease or tenancy of the Site or in respect of any floorspace comprised in the Site, and / or

the terms "Disposal" shall be construed accordingly and the date upon which any of the above events occur shall be deemed the Disposal Date;

"Highways Agreement(s)"

Any agreement(s) between the Developer and the Highways Authority pursuant to section 278 or Section 38 (in respect of the Adoption Works) of the Highways Act 1980 for securing and authorising the Developer to carry out the Highway Works and (unless otherwise agreed between Developer and the Council) the Highways Agreement(s) will include (without limitation) provisions for: -

- (a) the relevant Highways Works to be secured in the sum of the Highways Bond(s);
- (b) the Developer to carry out the Highways Works in accordance with the approved specification(s) (or any relevant part thereof) at its own cost and at no cost to the Council; and
- (c) the security or Highways Bond(s) relating to the amount of the relevant Highway Works to be delivered prior to the commencement of such works and no later than the date of the Highways Agreement(s); and
- (d) the works shall be designed by the Developer to the value of £839,070.00 Index Linked

FOR THE AVOIDANCE OF DOUBT nothing in this Agreement shall preclude the Developer from entering into one or more Highways Agreement subject to ensuring the design compatibility of any Highways Agreements (if more than one);

"Highways Bond(s)"

The deposit, bond, guarantee, surety or similar security relating to the Highway Works: -

- (i) in a sum equivalent to the cost(s) of the Highway Works plus ten percent Index Linked to be agreed with the Council pursuant to paragraph 4 of Schedule 2 to this Deed, and
- (ii) to be procured by the Developer from a reputable financial institution pursuant to and at the date of completion of the Highways Agreement(s) is completed;

"Highways Works Specification"

A specification in respect of the Highway Works including (but without limitation) detailed and scaled plans, drawings, full specification of the works, costs, specification and samples of proposed materials, the phasing and timing for the delivery of the Highway Works and any other details as may be reasonably required by the Council;

"Highway Works"

The highway works to be provided in lieu of site specific transport and public realm contributions which shall be designed to the value of £839,070.00 and which shall include (but without limitation) the following works which are shown for indicative purposes on Plan 1: -

- (i) Pedestrian crossing on and all works, consents and processes necessary to convert Snowfields to a one way system including appropriate markings and signage;
- (ii) Repaving of the kerb edge of Snowfields (being a public highway maintainable at public expense) along its boundary with the Site within the area shown hatched blue on Plan 1;
- (iii) Carriageway resurfacing works to that area of the carriageway being Snowfield and comprised within the red line application site boundary shown on Plan 1;
- (iv) Replacement street furniture including waste disposal bins and street lighting at locations to be approved;
- (v) The creation of parking spaces by line markings on and such other works as shall be necessary to introduce the line marked parking spaces or obtaining all necessary consents which facilitate parking, waiting and loading restrictions along Crosby Row;
- (vi) Repaving, landscaping and tree planting on the footway along the south and north side of Snowfields between Kipling Street and Crosby Row more particularly shown

hatched blue on Plan 1;

- (vii) Carrying out all the above works to adoptable standards (as specified by the Council as highway authority) and in particular the dedication of so much of the area shown for illustrative purposes only hatched blue (or otherwise agreed between the Parties) and shown on Plan 2 as shall be necessary as highway maintainable at public expense ("the Adoption Works");

full details of which shall be submitted by the Developer for the approval of the Council (as local planning authority and highway authority) before entering into the Highway Agreement(s);

"Implementation Date"

The date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out save that a material operation shall not include operations in connection with any archaeological investigations works of excavation demolition site clearance diversion of services installation of services for construction purposes only site or soil investigations remedial action in respect of any contamination landscaping works provision of construction access landscaping works noise attenuation works or the erection of hoardings and fences in respect of the Development upon the Site and references to "Implementation" and "Implement" shall be construed accordingly;

"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 15, and
- (ii) in relation to the Highways Works, the Road Construction Tender Price Index issued by the Department for Transport to be applied in accordance

with Clause 15;

"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 15 of this Deed and for the avoidance of doubt each of the Contributions payable in accordance with this Deed will be Index-Linked accordingly;

"Local Employment and Skills Agencies"

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

"London Plan"

The London Plan Spatial Development Strategy for Greater London Consolidated with Alterations since 2004;

"Material Operation"

A material operation as defined in section 56 of the Town and Country Planning Act 1990 carried out in respect of the Development pursuant to the Planning Permission details of which including any certified documentary evidence shall be provided by the Developer to the Council in writing and the first date upon which a material operation occurs shall be construed as the "Material Operation Date";

"Occupation Date"

The first date upon which any part of the Site is occupied for any purpose pursuant to or in connection with the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and for the avoidance of doubt in the case of the sale of the freehold or leasehold interest to a third party or any other Disposal occupation commences on the Disposal Date and the phrases "Occupy" "Occupied" shall be construed accordingly;

"Off Site Carbon Reduction Contribution"

The sum of £38,640 Index Linked towards the carrying out of off-site carbon reduction projects in the Borough to be paid by the Developer to the Council in accordance with paragraph 1.4 of Schedule 3;

"Parking Bay"

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;

"Plan"

The plan of the Site annexed hereto;

"Plan 1"	The Indicative plan showing the area within which the Highways Works are to be carried out drawing number RSHP-XX-SK-0223 annexed hereto;
"Plan 2 "	The plan showing the Adoption Works drawing number RSHP-XX-SK-0226 annexed hereto;
"Plan 3"	The plan showing the Protected Area drawing number RSHP - XX-SK-0225 annexed hereto;
"Planning Permission"	The planning permission for the Development to be Issued by the Council pursuant to the Application substantially in the form annexed to Schedule 1 of this Deed;
"Practical Completion Date"	The date of issue of a certificate of practical completion 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;
"Protected Area"	The area of land shown on Plan 3 hatched blue to be protected in order to facilitate the excavation of the SAM (if necessary) and annexed hereto;
"Public Open Space Contribution"	The sum of £254,974 Index Linked towards the creation of new Council maintained public space or the improvement of existing Council maintained public space in the vicinity of the Site to be paid by the Developer to the Council in accordance with paragraph 1.4 of Schedule 3;
"Service Improvement Development Manager"	the role of the Service Improvement Development Manager within the Trust is to lead on providing a high quality workforce working with the local community to provide job opportunities, training and apprenticeships or any successor to those functions
"Section 17 Agreement"	An agreement under section 17 of the Ancient Monuments and Archaeological Areas Act 1979 to be entered into by the Historic Building and Monuments Commission for England and the Developer;
"Significant Under-Performance"	The failure of the Developer to deliver 50% of the outputs specified in paragraph 1.2.2 to 1.2.3 of Schedule 2;

"Site"	The land known as Guy's Hospital, Great Maze Pond, London SE1 9RT which is shown for the purpose of identification only shown edged red on the Plan and which forms part of the registered title with the Land Registry under title numbers SGL167805 and TGL312982 and against which the obligations in this Deed may be enforced by the Council;
"Site and Development Facilities"	Facilities to be provided through the use of the Public Open Space Contribution, Strategic Transport Contribution and WPC Management Contribution;
"Southwark Plan"	The Core Strategy April 2011, the Canada Water AAP January 2011 and Saved Policies of the Southwark Plan 2007;
"Strategic Transport Contribution"	The sum of £406,805 Index Linked to be paid by the Developer towards strategic transport improvements to be used for either strategic transport improvements as set out in the Council's Transport Plan (or other successor or related documents making provision for strategic transport infrastructure improvements) or such other appropriate strategic transport related projects as may be agreed between the parties;
"Travel Plan"	A travel plan to be submitted by the Developer substantially in the form of the draft appended hereto at Appendix 1 to be approved by the Council in writing and which shall take effect upon Occupation and such variations thereof as may be agreed between the parties from time to time following reviews in accordance with paragraph 2 of Schedule 2;
"Working Days"	Any day of the week excluding Saturdays, Sundays and Bank Holidays;
"Workplace Co-ordinator (WPC)"	An employee provided by the Developer to perform a brokering role between the construction contractors on-site at the Development and unemployed local jobseekers seeking training, apprenticeships and employment during the construction phase of the Development as set out in paragraph 1.2.2 and 1.2.3 of Schedule 2;
"WPC Contribution"	The payment of £428,923 (thirty three thousand seven hundred and eighty seven pounds) Index Linked for the provision of a Workplace Co-ordinator during the

construction of the Development payable in accordance with paragraph 1.3 of Schedule 2 of this Deed only in the circumstances set out in paragraph 1.4 of Schedule 2;

**"WPC
Management
Contribution"**

The sum of £34,778 Index Linked towards the programme management and monitoring costs of the workplace coordinator scheme;

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 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.
- 1.4 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 and contains planning obligations which bind the Site and 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, the restrictive covenants and Deeds herein on the part of the Developer are entered into with the intent that subject to Clause 6 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 Deeds 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 is conditional upon the grant of the Planning Permission.

3.2 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.

3.3 **Section 73 Applications**

In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties: -

- 3.3.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and
- 3.3.2 the definitions of Application(s), Development and Planning Permission(s) in this Deed shall be construed (as the context requires) to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and
- 3.3.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application: -

"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)"

PROVIDED THAT nothing in this clause shall fetter the Council's discretion in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to S106 of the 1990 Act.

4. **Obligations of the Developer**

- 4.1 The Developer undertakes to observe and perform or cause to be observed and performed the obligations contained in Schedules 2 and 3 at the times and in the manner provided therein.
- 4.2 Without prejudice to any other remedy available to the Council, the Developer covenants that no part of the Development shall be used or Occupied unless and until the obligations contained within Schedule 2 and 3 of this Deed which require compliance on or prior to Occupation of any part of the Development have been complied with SAVE THAT any obligations which require ongoing

compliance by the Developer shall not be construed so as to preclude Occupation.

4.3 The Developer shall pay the Contributions as specified in Schedules 2 and 3 by way of BACS 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.

5. **Developer to Notify Council**

5.1 The Developer undertakes to the Council to notify the Council in writing:

5.1.1 of its application to H.M. Land Registry under clause 9.1 within 14 days of this Deed;


5.1.2 of the anticipated Implementation Date by giving not less than fourteen days notice in advance or

5.1.3 in default in respect of 5.1.2 above, of the occurrence of the Implementation Date immediately;

5.1.4 of the date of Occupation;

5.1.5 of the date of payment of the Contributions in accordance with Schedule 3 of this Deed by notice in writing specifying the amount of each Contribution and method of payment, the agreement and property to which it relates.

7. **Council's Covenants**

 The Council covenants with the Developer to observe and perform or cause to be observed and performed the obligations contained in Schedule ~~6~~⁴ of this Deed.

8. **Enforceability of Obligations**

8.1 No person shall be liable for any breach of the restrictive covenants or positive obligations contained in this Deed occurring after it has parted with its entire interest or part thereof in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

9. **Registration**

9.1 Within 28 days after the execution of this Deed, the Developer shall make an application to the Land Registry for entries relating to this Deed to be made in

the charges register(s) of the relevant title numbers so as to bind the Site as provided for in the before-mentioned statutory provisions. The Council shall within the said 28 days give the Developer such reasonable assistance as it reasonably requires to ensure the application is effectively processed by the Land Registry.

9.2 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.

9.3 The Deeds on behalf of the Developer 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.

10. **Site Not To Be Encumbered**

11. The Developer hereby undertakes to 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 its obligations contained herein.

12. **Right of Access**

12.1 Without prejudice to the Council's statutory rights of entry the Developer shall so far as is absolutely necessary and to the extent necessary permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

13. **Waiver**

13.1 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants Deeds 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 Deeds obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer.

14. **Interest on Late Payment**

14.1 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 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.

15. Indexation

15.1 Any sums referred to in this Deed as 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 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

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

15.2 For the avoidance of doubt the following contributions will in the absence of anything to the contrary be treated as representing construction related costs for the purposes of applying the BCIS index pursuant to this clause those contributions related to Strategic Transport and Site Specific Transport.

16. Enforcement Costs

16.1 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 (but not for the avoidance of doubt any other third party seeking to enforce the terms of this Deed) for the purpose of or incidental to the enforcement of this Deed.

17. Council's Legal Fees

17.1 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 or BACS made payable to "the London Borough of Southwark", the Council's reasonable costs in the preparation and negotiation of this Deed.

18. VAT

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

18.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Site and Development 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.

19. **Notices**

19.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 19.3.

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

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

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

19.2.3 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.

19.3 Subject to clause 19.4, the address, facsimile number, relevant addressee and reference for each party referred to in this Deed are as follows:

For the COUNCIL:

Address: PO Box 64529, London SE1 5LX

Facsimile number: 02075255432

Relevant addressee: The Director of Regeneration and
Neighbourhoods

Reference: S106/ 135136/00063412(SY)/12-AP-2062

For the Developer:

Address: Essentia Asset Management, Counting House, Guys Hospital, SE1
9RT

Facsimile number: 0207 188 5348

Relevant addressee: Mr Michael Haynes

Reference: MH/Cancer Centre/ S106

19.4 Any party referred to in this Deed 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:

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

19.4.2 if no date is specified or the date specified is less than 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.

20. **Contracts (Rights of Third Parties) Act 1999**

20.1 A person who is not named in this Deed does not have any right to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999 unless such a party is successor in title to the Developer, successor to the Mortgagee or a successor in statutory function to the Council.

21. **Miscellaneous**

21.1 The construction validity and performance of this Deed shall be governed by English law.

21.2 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.

21.3 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

21.4 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.

- 21.5 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.
- 21.6 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 her after this date.
- 21.7 Where the Council's approval or consent is required by the Developer under this Deed the Council shall not unreasonably withhold or delay the approval or consent.

22. DETERMINATION OF DISPUTES

- 22.1 Subject to clause 22.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 22. 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.
- 22.2 For the purposes of this clause 22 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 22.3 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 22.4.
- 22.4 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.

- 22.5 The Specialist is to act as an independent expert and: -
- 22.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 22.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 22.5.3 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;
 - 22.5.4 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;
 - 22.5.5 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
 - 22.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 22.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 22, 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.
- 22.7 This clause 22 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

SCHEDULE 2

PART I

1. **EMPLOYMENT AND TRAINING - Construction Jobs - Workplace Co-ordination**
- 1.1 Prior to the Implementation Date, the Developer will appoint and thereafter retain until completion of construction of the Development a Construction Workplace Co-ordinator who will provide training and support to facilitate access to construction jobs during the construction phase of the Development.
- 1.2 The Developer will use reasonable endeavours to: -
 - 1.2.1 retain the Construction Workplace Co-ordinator role throughout the construction of the Development;
 - 1.2.2 create and ensure the role of the Construction Workplace Co-ordinator includes the following duties and endeavours to comply with the contractor related targets below during the construction phase of the Development for apprentices or suitable opportunities for jobless residents within the Borough:
 - 1.2.2.1 identify twenty three suitable employment vacancies during construction of the Development;
 - 1.2.2.2 encourage seventeen applications from suitable candidates resident in the Borough
 - 1.2.2.3 provide eighteen basic skills and site safety training to suitable candidates
 - 1.2.2.4 place a minimum of ten Borough residents into sustainable construction jobs;
 - 1.2.2.5 train a minimum of nine workless Borough residents per annum using short courses;
 - 1.2.2.6 provide a minimum of thirteen Construction Skills Certification Scheme training opportunities;
 - 1.2.2.7 provide a minimum of eight apprenticeships during the construction of the Development

TP(Permit)

SOUTHWARK COUNCIL



Council

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

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PLANNING PERMISSION WITH LEGAL AGREEMENT

Applicant Guys & St Thomas' NHS Foundation Trust
Date of Issue of this decision

LBS Registered Number 12/AP/2062

Planning Permission was GRANTED for the following development:

Demolition of existing buildings on the corner of Great Maze Pond and Snowfields and erection of a 14 storey building for a Cancer Treatment Centre (with an additional 2 storeys of roof plant) 71 metres in height and 29,000sqm floor area, with preservation in situ of a Scheduled Ancient Monument (Roman Boat), public realm works, disabled parking, cycle parking facilities and basement link to hospital campus.

At: GUYS HOSPITAL, GREAT MAZE POND, LONDON SE1 9RT

In accordance with application received on 26/06/2012 Your Ref. No.:
and revisions/amendments received on 15/10/2012
10/09/2012

and Applicant's Drawing Nos. RSHP-00-0001-GA-00 Rev P04, RSHP-00-0010-GA-00 Rev P04,
RSHP-00-0015-GA-00 Rev P04, RSHP-00-0100-GA-00 P03, RSHP-XX-0101-GA-01 P03, RSHP-XX-0102-GA-02
P03, RSHP-XX-0103-GA-RF P03, RSHP-00-0149-GA-B1 Rev P04, RSHP-01-00150-GA-00 Rev P04,
RSHP-01-0151-GA-01 Rev P04, RSHP-02-0152-GA-02 Rev P04, RSHP-02-0153-GA-03 Rev P04,
RSHP-02-0154-GA-04 Rev P04, RSHP-03-0155-GA-05 Rev P04, RSHP-03-0156-GA-06 Rev P04,
RSHP-04-0157-GA-07 Rev P04, RSHP-04-0158-GA-08 Rev P04, RSHP-04-0159-GA-09 Rev P04,
RSHP-05-0160-GA-10 Rev P04, RSHP-05-0161-GA-11 Rev P04, RSHP-05-0162-GA-12 Rev P04,
RSHP-05-0163-GA-13 Rev P04, RSHP-06-0164-GA-RF Rev P04, RSHP-06-0165-GA-PD P03,
RSHP-XX-0020-EL-S P03, RSHP-XX-0021-EL-W P03, RSHP-XX-0050-EL-S Rev P04, RSHP-XX-0051-EL-W Rev
P04, RSHP-XX-0603-SE-DD P03, RSHP-XX-0605-SE-FF P03, RSHP-XX-0613-SE-DD Rev P04,
RSHP-XX-0615-SE-FF Rev P04, RSHP-XX-0800-EL-S P03, RSHP-XX-0801-EL-W P03, RSHP-XX-0802-EL-N
P03, RSHP-XX-0810-EL-S Rev P04, RSHP-XX-0811-EL-W Rev P04, RSHP-XX-0812-EL-N P03,
RSHP-XX-0813-EL-W Rev P02, RSHP-XX-0814-EL-E Rev P02, RSHP-XX-2010-DT-W P03, RSHP-XX-2011-DT-W
P03, RSHP-XX-2012-DT-W P03, RSHP-XX-2013-DT-2 P03, RSHP-XX-2014-DT-N P03, RSHP-XX-2015-DT-N
P03, RSHP-XX-2016-DT-W Rev P01, RSHP-XX-0814-EL-E P01, RSHP-XX-0813-EL-W

PLANNING SUPPORTING STATEMENT, OUTLINE CONSTRUCTION METHOD STATEMENT, LVMF KENWOOD HOUSE ASSESSMENT, TOWNSCAPE AND VISUAL IMPACT ASSESSMENT, LOW/ZERO CARBON TECHNOLOGIES FEASIBILITY STUDY, ENERGY STRATEGY, CONSULTATION STATEMENT, SUSTAINABILITY AND ENERGY ASSESSMENT, TRANSPORT ASSESSMENT, TRAVEL PLAN, WSI FOR ARCHAEOLOGICAL EXCAVATION, TECHNICAL NOTE - CONVERSION OF SNOWFIELDS TO ONE WAY, AIR QUALITY IMPACT TECHNICAL REPORT, NOISE IMPACT/TECHNICAL REPORT, ROMAN BOAT MONITORING PROPOSAL, SUSTAINABILITY ASSESSMENT CHECKLIST, ECOLOGY ASSESSMENT, WIND ASSESSMENT (INCLUDING ADDENDUM 06/09/2012), FLOOD RISK ASSESSMENT, ARBORICULTURAL IMPLICATIONS ASSESSMENT, DELIVERY AND SERVICING PLAN, WATCHING BRIEF REPORT, ARCHAEOLOGICAL EVALUATION REPORT, ODYSSEY CONSULTING ENGINEERS TECHNICAL NOTE 10/09/2012, TVIA & LVMF SUPPLEMENTARY STATEMENT (SEPTEMBER 2012), DAYLIGHT AND SUNLIGHT REPORT (INCLUDING TECHNICAL NOTE 07/09/2012), WIND ASSESSMENT, LANDSCAPE STATEMENT (INCLUDING ADDENDUM SEPTEMBER 2012), & DESIGN & ACCESS STATEMENT (INCLUDING ADDENDUM SEPTEMBER 2012)

Reasons for granting permission.

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

a) Core Strategy 2011

Strategic Policy 1 Sustainable Development which requires developments to improve the places we live in and work in and enable a better quality of life for Southwark's diverse population.

Strategic Policy 2 - Sustainable transport: We will encourage walking, cycling and the use of public transport rather than travel by car. This will help create safe, attractive, vibrant and healthy places for people to live and work by reducing congestion, traffic and pollution.

Strategic Policy 3 Shopping, Leisure and Entertainment which defines a hierarchy of town and local centres which reflect their sizes and roles.

Strategic Policy 4 Places to Learn and Enjoy seeks to ensure that there will be a wide range of well used community facilities that provide spaces for many different communities and activities in accessible areas.

Strategic Policy 10 - Jobs and businesses: We will increase the number of jobs in Southwark and create an environment in which businesses can thrive. We will also try to ensure that local people and businesses benefit from opportunities which are generated from development.

Strategic Policy 11 Open Spaces and Wildlife protects important open spaces, trees and woodland from inappropriate development.

Strategic Policy 12 - Design and conservation: Development will achieve the highest possible standards of design for buildings and public spaces to help create attractive and distinctive places which are safe, easy to get around and a pleasure to be in.

Strategic Policy 13 - High environmental standards: Development will help us live and work in a way that respects the limits of the planet's natural resources, reduces pollution and damage to the environment and helps us to adapt to climate change.

b) Saved Policies of the Southwark Plan 2007

Policy 2.2 (Provision of new community facilities): seeks to ensure planning permission will be granted for new community facilities.

Policy 2.5 (Planning obligations): seeks to ensure that any adverse effects arising from a development is taken into account and mitigated and contributions towards infrastructure and the environment to support the development are secured, where relevant in accordance with Circular 05/2005 and other relevant guidance.

Policy 3.1 (Environmental effects): seeks to ensure there will be no material adverse effect on the environment and quality of life resulting from new development.

Policy 3.2 (Protection of amenity): advises that permission will not be granted where it would cause a loss of amenity.

Policy 3.4 (Energy efficiency): advises that development should be designed to maximise energy efficiency.

Policy 3.6 (Air quality): advises that permission will not be granted for development that would lead to a reduction in air quality.

Policy 3.12 (Quality in design): requires new development to achieve a high quality of architectural and urban design.

Policy 3.13 (Urban design) seeks to ensure that principles of good urban design are taken into account in all developments.

Policy 3.14 (Designing Out Crime) seeks to ensure that development is designed to improve community safety and crime prevention.

Policy 3.20 (Tall Buildings) advises that permission may be granted for buildings that are significantly taller than their surroundings or have a significant impact on the skyline, where they have excellent public transport accessibility and are located within the Central Activities Zone),

Policy 3.22 (Important Local Views) advises that the Local Planning Authority will seek to protect and enhance identified views, panoramas, prospects and their settings. Developments that would impact negatively on important local views will not be granted.

Policy 3.28 (Biodiversity) requires biodiversity to be taken into account in the determination of planning applications and the inclusion in developments of features which enhance biodiversity will be encouraged.

Policy 3.31 (Flood Defences) advises that permission will not be granted for development sited adjacent to the River Thames unless it is set back at a suitable distance from the river wall to allow for the replacement/repair of flood defences and for any future raising to be undertaken in a suitable and cost effective manner.

Policy 5.1 (Locating Developments) states that location of development must be appropriate to the size and trip generating characteristics of the development, stating that schemes generating a significant number of trips must be located within easy access of public transport nodes.

Policy 5.2 (Transport Impacts) states that permission will not be granted for development which has an adverse impact on transport networks through significant increases in traffic or pollution and consideration has been given to impacts on the Transport for London road network as well as adequate provision for servicing, circulation and access to and from the site.

Policy 5.3 (Walking and cycling) seeks to ensure that there is adequate provision for cyclists and pedestrians within developments, and where practicable the surrounding area

Policy 5.6 (Car Parking) states that all developments requiring car parking should minimise the number of spaces provided.

Policy 5.7 (Parking Standards for Disabled People) requires development (subject to site constraints) to provide adequate car parking for disabled people and the mobility impaired.

c) London Plan 2011

Policy 2.10 Central Activities Zone – strategic priorities, Policy 2.11 Central Activities Zone – strategic functions, Policy 2.13 Opportunity Areas and Intensification Areas, Policy 2.15 Town Centres, Policy 4.1 Developing London's economy, Policy 4.7 Retail and town centre development, Policy 5.1 Climate change mitigation, Policy 5.2 Minimising carbon dioxide emissions, Policy 5.5 Decentralised energy networks, Policy 5.6 Decentralised energy in development proposals, Policy 5.7 Renewable energy, Policy 6.1 Strategic approach (Transport), Policy 6.13 Parking, Policy 7.4 Local character, Policy 7.5 Public realm, Policy 7.6 Architecture, Policy 7.7 Location and design of tall and large buildings, Policy 7.11 London View Management Framework, Policy 7.12 Implementing the London View Management Framework and Policy 8.2 Planning obligations.

d) The National Planning Policy Framework

- Section 1: Building a strong competitive economy
- Section 2: Ensuring the vitality of town centres
- Section 4: Promoting sustainable development
- Section 7: Requiring good design
- Section 8: Promoting healthy communities
- Section 10: Meeting the challenge of climate change, flooding and coastal change
- Section 11: Conserving and enhancing the natural environment
- Section 12: Conserving and enhancing the historic environment

Particular regard was had to the principle of the proposed uses which were considered to be acceptable, and which will provide an acceptable mix to support the regeneration of the London Bridge Borough and Bankside Opportunity Area. The redevelopment of the site would generate significant economic benefits for the local and wider area and will increase the level of hospital care in Southwark.

The proposal satisfies the policy requirements for tall buildings, and for high quality design, including the NPPF expectation that new development has the highest standard of design. The design of the building is considered to be high quality that will result in a striking form, creating a new destination point and is considered to make a positive contribution to the skyline of London creating a local landmark building within Southwark.

Particular regard was had to the impact of the building on views with specific reference to views from Kenwood. Taking into account the revised LVMF SPG, the impact on these views is considered acceptable and any perceived harm to the wider historic environment is outweighed by the regenerative improvements delivered by the scheme that will achieve substantial public benefits.

The proposal would provide an extensive improvement of the streetscape together with new active frontages which would improve the experience for pedestrians, and provide for natural surveillance. The new paved areas allow for a range of uses to spill out into the space, which would add vitality to the space. New green roofs should enhance biodiversity and create habitat.

The impacts of the scheme in relation to daylight and sunlight have been assessed and are considered acceptable. The scheme is not expected to cause any unacceptable impact to local highway or transport conditions

Planning obligations are secured to offset the impact of the development in accordance with the Supplementary Planning Document on Planning Obligations.

Other policies have been considered, but in this instance were not considered to have such weight as to justify a refusal of permission. It was considered that the regenerative benefit to the wider community 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.

Subject to the following conditions:

1 **Standard Time Limit**

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 **Approved plans**

The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans:

RSHP-00-0001-GA-00 Rev P04, RSHP-00-0010-GA-00 Rev P04, RSHP-00-0015-GA-00 Rev P04,
RSHP-00-0100-GA-00 P03, RSHP-XX-0101-GA-01 P03, RSHP-XX-0102-GA-02 P03,
RSHP-XX-0103-GA-RF P03, RSHP-00-0149-GA-B1 Rev P04, RSHP-01-00150-GA-00 Rev P04,
RSHP-01-0151-GA-01 Rev P04, RSHP-02-0152-GA-02 Rev P04, RSHP-02-0153-GA-03 Rev P04,
RSHP-02-0154-GA-04 Rev P04, RSHP-03-0155-GA-05 Rev P04, RSHP-03-0156-GA-06 Rev P04,
RSHP-04-0157-GA-07 Rev P04, RSHP-04-0158-GA-08 Rev P04, RSHP-04-0159-GA-09 Rev P04,
RSHP-05-0160-GA-10 Rev P04, RSHP-05-0161-GA-11 Rev P04, RSHP-05-0162-GA-12 Rev P04,
RSHP-05-0163-GA-13 Rev P04, RSHP-06-0164-GA-RF Rev P04, RSHP-06-0165-GA-PD P03,
RSHP-XX-0020-EL-S P03, RSHP-XX-0021-EL-W P03, RSHP-XX-0050-EL-S Rev P04,
RSHP-XX-0051-EL-W Rev P04, RSHP-XX-0603-SE-DD P03, RSHP-XX-0605-SE-FF P03,
RSHP-XX-0813-SE-DD Rev P04, RSHP-XX-0615-SE-FF Rev P04, RSHP-XX-0800-EL-S P03,
RSHP-XX-0801-EL-W P03, RSHP-XX-0802-EL-N P03, RSHP-XX-0810-EL-S Rev P04,
RSHP-XX-0811-EL-W Rev P04, RSHP-XX-0812-EL-N P03, RSHP-XX-0813-EL-W Rev P02,
RSHP-XX-0814-EL-E Rev P02, RSHP-XX-2010-DT-W P03, RSHP-XX-2011-DT-W P03,
RSHP-XX-2012-DT-W P03, RSHP-XX-2013-DT-2 P03, RSHP-XX-2014-DT-N P03, RSHP-XX-2015-DT-N
P03, RSHP-XX-2016-DT-W Rev P01, RSHP-XX-0814-EL-E P01, RSHP-XX-0813-EL-W

Reason:

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

3 **Submission of further details - external facing materials**

Samples of all external facing materials to be used in the carrying out of this development shall be presented on site and approved in writing by the Local Planning Authority prior to works commencing above grade; 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 accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; of the Southwark Plan July 2007 and SP12 Design & conservation of the Core strategy (2011).

4 **Submission of further details - mock-up**

Full-scale mock-ups of the cladding to the building to be used in the carrying out of this development shall be provided and made available for approval in writing by the Local Planning Authority prior to works commencing above grade; 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 accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; of the Southwark Plan July 2007 and SP12 Design & conservation of the Core strategy (2011).

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TP(Permit)

SOUTHWARK COUNCIL



TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

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PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Reg. No. 12/AP/2062

Date of issue of this decision

5 Submission of further details - detailed drawings

1:5/10 section detail-drawings through all main elements of the elevations and roof elements to be used in the carrying out of this permission shall be submitted to and approved in writing by the Local Planning Authority prior to works commencing above grade; 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 or historic qualities of the listed building in accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; of the Southwark Plan July 2007 and SP12 Design & conservation of the Core strategy (2011).

6 Telecommunications

Notwithstanding the provisions of Parts 24 and 25 of the Town & Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification) no external telecommunications equipment or structures shall be placed on any part of the buildings hereby permitted, without the prior written consent of the Local Planning Authority.

Reason:

In order to ensure that no telecommunications plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with Strategic Policy 12 - Design and Conservation of the Core Strategy and saved policies 3.2 Protection of amenity and 3.13 Urban Design of the Southwark Plan 2007.

7 Roof plant

No roof plant, equipment or other structures, other than as shown on the plans hereby approved or approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] as shown on elevational drawings or shall be permitted to extend outside of the roof plant enclosure[s] of any building[s] hereby permitted.

Reason:

In order to ensure that no additional plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with Strategic Policy 12 - Design and Conservation of the Core Strategy and saved policies 3.2 Protection of amenity and 3.13 Urban Design of the Southwark Plan 2007.

8 Construction and Environmental Management Plan

The development shall not commence until details of an Environmental Management Plan for Construction has been submitted to, and approved in writing by the Local Planning Authority for that part of the development. The Environmental Management Plan shall oblige the applicant, or developer and its contractor to use all best endeavours to minimise disturbances including but not limited to noise, vibration, dust, smoke and plant emissions emanating from the site during demolition and construction and will include the following information for agreement:

- A detailed specification of demolition and construction works at each phase of development including consideration of environmental impacts and the required remedial measures.

- The specification shall include details of the method of piling.
- Engineering measures, acoustic screening and the provision of sound insulation required mitigating or eliminating specific environmental impacts.
- Arrangements for publicity and promotion of the scheme during construction.
- A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme registration.

All demolition and construction work shall be undertaken in strict accordance with the approved management scheme and code of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that residents and occupiers of neighbouring buildings do not suffer a loss of amenity by reason of pollution and nuisance in accordance with Strategic Policy 13 of the Core Strategy 2011 and saved policies 3.1, 3.2, 3.6 and 3.10 of the Southwark Plan 2007.

9

Cycle Storage

Prior to the occupation, details of the cycle storage facilities within the site (including shower and change facilities) and within the vicinity of the site shall be submitted to and approved in writing by the local planning authority. Thereafter the cycle parking facilities will be retained and used for no other purposes.

Reason:

In order to ensure satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and reduce reliance on the use of the private car in accordance with strategic policy 2 of the Core Strategy 2011 and saved policy 3.5 Walking and Cycling of the Southwark Plan-2007.

10

Car Parking – Vehicle Charging Points

Prior to occupation, details of the installation (including the location and type) of the electric vehicle charger points within the car park area shall be submitted to and approved in writing by the Local Planning Authority. The electric vehicle charger points shall be installed and retained thereafter and the development shall not be carried out other than in accordance with any such approval.

Reason:

To encourage more sustainable travel in accordance with saved policies 3.1 Environmental Effects and 5.2 Transport Impacts of the Southwark Plan 2007 and Strategic Policy 2 Sustainable Transport of the Core Strategy 2011.

11

Service and Delivery Management

All service and delivery activity will be managed in accordance with the approved Service and Delivery Management Plan (Appendix D of the Transport Assessment May 2012).

Reason:

To ensure compliance with Strategic Policy 2 – Sustainable Transport of the Core Strategy 2011 and saved policy 5.2 Transport Impacts of the Southwark Plan 2007.

12

BREEAM

Before occupation, a certified Post Construction Review (or other verification process agreed with the local planning authority) as relevant to that element of the building, shall be submitted to and approved in writing by the Local Planning Authority confirming that BREEAM Excellent has been achieved.

Reason:

To ensure the proposals comply with saved policies 3.3 sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007 and Strategic Policy 13 – High Environmental Standards of the Core Strategy 2011.

13

Green/brown roof/ living walls/ vertical gardens and planters

Before any above grade work hereby authorised begins, details (including a specification and maintenance

plan) of the green/brown roof/ living walls/ vertical gardens and planters to be used in the carrying out of this permission shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given, and the green/brown roof/ living walls/ vertical gardens and planters are to be retained for the duration of the use. Where trees and large shrubs are proposed to be provided within planters the soil volume shall be a minimum of 4 cubic metres per tree and 1 cubic metre per shrub or climbing plant. All planters are to provide a minimum internal soil height of 1m height. Where these are at ground level planters shall have their bottoms open to native soil beneath so that roots may naturally colonise and exploit such soil. Details of irrigation shall be provided such that water is available for the maintenance of all planters by mains, grey water or other sustainable drainage specification such as attenuation tanks.

Reason

To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of screening, local biodiversity and adaptation to climate change, in accordance with NPPF Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.13 Urban Design; Policy 3.2 Protection of amenity; Policy 3.28 Biodiversity.

14

Lighting

Details of the external lighting scheme for the relevant building shall be submitted and approved by the Local Planning Authority prior to occupation and maintained thereafter.

Reason:

To ensure an adequate level of amenity of surrounding local residents by reason of pollution in accordance with saved policy 3.2 Protection of Amenity of the Southwark Plan 2007.

15

Signage

A signage strategy will be submitted to and approved by the Local Planning Authority prior to occupation.

Reason:

In order that the LPA may be satisfied with the design and details in the interest of the special architectural qualities of the proposed buildings and the public spaces around it in accordance with saved policies 3.12 Quality in Design; 3.13 Urban Design of the Southwark Plan 2007 and Strategic Policy 12 Design and Conservation of the Core Strategy (2011).

16

Archaeological Evaluation

Notwithstanding references to archaeological work contained within the Lang O Rourke Outline Construction Method Statement the archaeological evaluation shall be undertaken as detailed in the Written Scheme of Investigation for an archaeological Evaluation Museum of London Archaeology dated 12 June 2012.

Reason:

In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, policy 12 of the Core Strategy 2011 and saved policy 3.19 of the Southwark Plan 2007.

17

Archaeological Mitigation

Notwithstanding references to archaeological work contained within the Lang O Rourke Outline Construction Method Statement before any work hereby authorised begins, excepting demolition, the applicant shall submit a written scheme of investigation for a programme of archaeological recording, which shall be approved in writing by the Local Planning Authority and implemented and shall not be carried out other than in accordance with any such approval given.

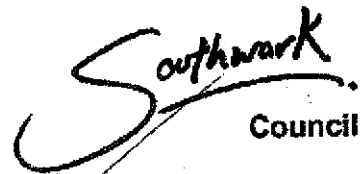
Reason:

In order that the details of the programme of archaeological excavation and recording works are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, policy 12 of the Core Strategy 2011 and saved policy 3.19 of the Southwark Plan 2007.

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TP(Permit)

SOUTHWARK COUNCIL



TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

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18 Archaeological Foundation Design

Before any work hereby authorised begins, a detailed scheme showing the complete scope and arrangement of the foundation design and all ground works shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that details of the foundations, ground works and all below ground impacts of the proposed development are detailed and accord with the programme of archaeological mitigation works to ensure the preservation of archaeological remains by record and in situ in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, policy 12 of the Core Strategy 2011 and saved policy 3.19 of the Southwark Plan 2007.

19 Archaeological Reporting

Within six months of the completion of archaeological site works, an interim archaeological report shall be submitted covering works both within and without the scheduled monument. A full assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority within one year of the completion of archaeological sites works, and that the works detailed in this assessment report shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, policy 12 of the Core Strategy 2011 and saved policy 3.19 of the Southwark Plan 2007.

20 Landscaping plan

Before any above grade work hereby authorised begins, detailed drawings scale 1:50 of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 3996 Nursery stock specification, BS: 5837 Trees in relation to construction and BS: 7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason

To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of screening, local biodiversity, adaptation to climate change, in addition to the attenuation of surface water runoff, in accordance with NPPF Parts 7, 8, 11 & 12, London Plan 2011 Policy 2.18 Green infrastructure; Policy 5.1 Climate change mitigation; Policy 5.10 Urban greening, Policy 5.11 Green roofs and development site environs; Policy 5.13 Sustainable drainage; Policy 6.1 Strategic approach; Policy 7.4 Local character; Policy 7.21 Trees and woodlands; The London Climate Change Adaption Strategy Action 19 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards and Saved Policies of the Southwark Plan 2007: Policy 3.13 Urban Design; Policy 3.2 Protection of amenity; Policy 3.28 Biodiversity.

21 Tree planting

No works or development shall take place above grade until full details of all proposed tree planting or transplanting, and the proposed times of planting, have been approved in writing by the local planning authority. This will include planting and maintenance specifications, use of guards or other protective measures and confirmation of location, species and sizes, nursery stock type, supplier and defect period. All tree planting shall be carried out in accordance with those details and at those times. Planting shall comply with BS: 4428 Code of practice for general landscaping operations.

If within a period of five years from the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

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 existing building and the public spaces around it in accordance with Policies 3.12 Quality in Design, 3.13 Urban Design and 3.28 Biodiversity of The Southwark Plan 2007.

22 Service and Delivery Management

All service and delivery activity will be managed in accordance with the approved Service and Delivery Management Plan (June 2012).

Reason:

To ensure compliance with Strategic Policy 2 – Sustainable Transport of the Core Strategy 2011 and saved policy 5.2 Transport Impacts of the Southwark Plan 2007.

23 Noise creep from noise and/or vibration generation – commercial plant.

The noise level from any plant (e.g. refrigeration, air conditioning), together with any associated ducting, shall be 10(A) dB or more below the lowest measured external ambient $L_{Aeq, T}$ at the site boundary. The equipment shall be installed and constructed in accordance with any approved scheme and be permanently maintained thereafter.

Within one month of the installation of the plant and equipment, you are required to submit a further noise report confirming previous details and subsequent measurement data of the installed plant to demonstrate compliance with the above requirements. The supplementary acoustic report must include:

- i) A schedule of all plant and equipment installed;
- ii) Locations of the plant and machinery and associated: ducting; attenuation and damping equipment;
- iii) Manufacturer specifications of sound emissions in octave or third octave detail;
- iv) Distances between plant & equipment and receptor location/s and any mitigating features that may attenuate the sound level received at the most affected receptor location;
- i) The lowest existing $L_{Aeq, T}$ measurement as already established.
- ii) New noise monitoring data, measurement evidence and any calculations demonstrating that plant complies with the planning condition.

* $L_{Aeq, T}$ = 1 hr between 07:00 and 23:00 and 5min between 23:00 and 07:00.

Reason

To ensure that users of the surrounding area not suffer a loss of amenity by reason of noise nuisance and other excess noise from plant and that the operation of plant does not add by cumulative effect to the existing sound environment in accordance with saved policies 3.1 'Environmental Effects' and 3.2 'Protection of Amenity' of the Southwark Plan 2007.

24 Ventilation

Prior to occupation, details relating to ventilation of the building as a whole and any specific ventilation for laboratories or other 'polluting activities', including positioning of fresh air intake and relationship to extract from the building and adjacent building within the complex shall be submitted and approved by the local planning authority.

Reason

To ensure that users of the surrounding area not suffer a loss of amenity by reason of odour and emissions in

accordance with saved policies 3.1 'Environmental Effects' and 3.2 'Protection of Amenity' of the Southwark Plan 2007.

25 Environment Agency - flooding

The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by Arup (dated 11 June 2012 with reference ARUP-XXX-RP-0006 P03) and the following mitigation measures detailed within the approved FRA:

- with regards to the basement level, the proposed electrical plant should benefit from appropriate flood resistant and resilient measures;
- only 'less vulnerable' uses should be accommodated on the ground floor;
- safe refuge on the first floor and above should be made available at all times, with escape routes within the building provided from every floor;
- a drainage strategy should be finalized and agreed with the London Borough of Southwark before planning permission is granted, incorporating the use of Sustainable Drainage Systems (SuDS) wherever possible.

Reasons

To reduce the impact of flooding to the proposed development, future occupants and to attenuate surface water flows and prevent flooding by ensuring satisfactory and sustainable storage or disposal of surface water from the site, in line with the London Plan 2011 and saved policy 3.31 of the Southwark Plan 2007.

26 Environment Agency - contamination

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved and reported to the satisfaction of the Local Planning Authority.

Reason

To reduce the potential for unexpected contamination to be identified during groundworks, particularly basement construction, in line with the London Plan 2011 and saved policy 3.31 of the Southwark Plan 2007.

27 Environment Agency - contamination

Prior to occupation of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, if appropriate, and for the reporting of this to the Local Planning Authority. Any long-term monitoring and maintenance plan shall be implemented as approved.

Reason

To reduce the potential for unexpected contamination to be identified during groundworks, particularly basement construction, in line with the London Plan 2011 and saved policy 3.31 of the Southwark Plan 2007.

28 Environment Agency - contamination

Piling or any other foundation designs using penetrative methods shall 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. The development shall be carried out in accordance with the approved details.

Reason

To reduce the potential for unexpected contamination to be identified during groundworks, particularly basement construction, in line with the London Plan 2011 and saved policy 3.31 of the Southwark Plan 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. 12/AP/2062

Date of Issue of this decision

29 Environment Agency - SUDS

Whilst the principles and installation of Sustainable Drainage Schemes (SuDS) are to be encouraged, 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. The development shall be carried out in accordance with the approved details.

Reason:
To reduce the potential for unexpected contamination to be identified during groundworks, particularly basement construction, in line with the London Plan 2011 and saved policy 3.31 of the Southwark Plan 2007.

30 Submission of further details - detailed drawings

Notwithstanding the drawings hereby approved, detailed drawings of the rooftop plant enclosure (including lift over-runs) shall be submitted and approved prior to works commencing above grade.

Reason:
In order that the Local Planning Authority may be satisfied that the design of this prominent element is of the highest standard in accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; 3.20 Tall Buildings of the Southwark Plan July 2007 and SP12 Design & conservation of the Core strategy (2011).

31 Submission of further details - detailed drawings

Notwithstanding the drawings hereby approved, detailed drawings (including typical storey-bays in elevation at 1:20 and 1:5) of the vertical solid panel elements in Snowfields and Great Maze Pond shall be submitted and approved prior to works commencing above grade.

Reason:
In order that the Local Planning Authority may be satisfied that the design of these prominent elements is of the highest standard in accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; of the Southwark Plan July 2007 and SP12 Design & conservation of the Core strategy (2011).

Signed *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, Chief executive's department, Planning division, Development management, PO Box 64529, London SE1 5LX, or by email to planning.applications@southwark.gov.uk

checked by _____

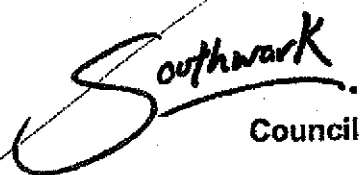
TP/151-A

UPRN: 10000816532

PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 12/AP/2062

Date of issue of this decision:



www.southwark.gov.uk

INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

- 1 The planning permission granted includes alterations and amendments to areas of the public highway, which will need to be funded by the developer. Although these works are approved in principle by the Highway Authority, no permission is hereby granted to carry out these works until all necessary and appropriate design details have been submitted and agreed. You are advised to contact the Principal Engineer, Infrastructure Group (020 7525 5509), at least 4 months prior to any works commencing on the public highway.
- 2 At least 6 months before the occupation of the new commercial units 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.All samples submitted must be clearly labelled with the LBS Reference Number of the original application and the address of the application site.

Please note that the approval of details are subject to the same eight week timeframe as a full planning permission.
- 4 The Archaeology Officer can, on request, provide an archaeological brief detailing the methodology of the archaeological programme and can also provide information concerning archaeological organisations who work frequently within the Borough and who may be able to carry out the works.

PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 12/AP/2062

Date of issue of this decision:



www.southwark.gov.uk

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. 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. 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 1265].
- [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 a

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.

- 1.2.2.8 provide a minimum of fifteen Adult Numeracy and Adult Literacy training opportunities for workless residents;
- 1.2.2.9 provide a minimum of seventeen BTEC-level 1/2 Qualifications training opportunities for workless residents;
- 1.2.2.10 provide a minimum of thirteen work experience placements during the construction of the Development
- 1.2.2.11 provide a minimum of six site visits for local organizations
- 1.2.2.12 provide a minimum of five school activities (Resource Days) within the local borough
- 1.2.2.13 provide a minimum of one construction taster day during the construction of the Development
- 1.2.2.14 provide the opportunity for a minimum of 150 site workers to be skill profiled for all boroughs of residency
- 1.2.2.15 provide the opportunity for continual professional development for four individuals from the local borough

1.2.3 ensure through its Service Improvement Development Manager that the Trust complies with the Trust related targets set out below for apprentices or suitable opportunities for jobless residents within the Borough during the three year period commencing immediately on the Implementation Date: -

- 1.2.3.1 Hotel Services x 24
- 1.2.3.2 Facilities Management x 6
- 1.2.3.3 Engineering x 16
- 1.2.3.4 Project Managers x 8
- 1.2.3.5 Portering x 6
- 1.2.3.6 Sterile Services Department x 8

1.2.4 In respect of each set of targets set out in paragraph 1.2.3 and 1.2.4, the Developer covenants to produce written reports regarding the delivery and outcomes of the initiatives and obligations set out in this paragraph on a regular basis the first report to be produced on the date three (3) months after the Implementation Date.