



DATED

31 MARCH

2015

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

- and -

**MAIZELANDS LIMITED AND ARRINGFORD LIMITED**

AGREEMENT PURSUANT TO SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990  
AND OTHER POWERS IN RELATION TO LAND KNOWN AS:  
61 SOUTHWARK STREET AND 15, 17 AND 19 GREAT GUILDFORD STREET

Doreen Forrester Brown  
Director of Law  
London Borough of Southwark  
160 Tooley Street  
London SE1 2TZ  
Ref: LEG/RP/PL/S106/63723  
14-AP-3204



<b>“AAPs”</b>	The Council's area action plans extant at the time of the Implementation Date or any replacement documents;
<b>“Acts”</b>	Section 27 of the Greater London Council (General Powers) Act 1969, Sections 111, 120 and 123 of the Local Government Act 1972 Section 16 of the Greater London Council (General Powers) Act 1974, Section 278 of the Highways Act 1980, and Section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;
<b>“Administration Cost”</b>	The sum of £5,922 (five thousand nine hundred and twenty two pounds) Index Linked to be paid by the Developer to the Council 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;
<b>“Application”</b>	The Application for planning permission submitted by the Developer to the Council and validated by the Council on 9 <sup>th</sup> September 2014 to carry out the Development upon the Site (LBS Registered Number 14-AP-3204);
<b>“Borough”</b>	The London Borough of Southwark;
<b>“Charging Schedule”</b>	Has the meaning given in the Community Infrastructure Levy Regulations 2010;
<b>“Chief Executive”</b>	The Council's Chief Executive or any other officer or person properly exercising the authority of the Director of Planning for the time being;
<b>“Construction Workplace Co-ordinator”</b>	A 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 as provided for under Schedule 4;
<b>“Construction Workplace Co-ordinator[s] and employment”</b>	The sum of £18,790.00 (eighteen thousand seven hundred and ninety pounds) Index Linked payable by the Developer to the Council in accordance with paragraph 1 of Schedule 3 to cover the programme management and monitoring costs of the Construction

<b>"Contribution"</b>	Workplace Co-ordinator Scheme
<b>"Construction Workplace Co-ordinator""Management Contribution"</b>	The sum of £1,386.00 (one thousand three hundred and eighty six pounds) Index Linked to cover the programme management and monitoring costs of the Construction Workplace Co-ordinator scheme
<b>"Community Facilities Contribution"</b>	The sum of £5,737 (five thousand seven hundred and thirty seven pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 3 and applied by the Council towards improving and providing new community facilities in the vicinity of the Site;
<b>"Completion"</b>	<p>(a) In respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Developer's duly appointed architect or other project consultant designated by the Developer for that purpose; and</p> <p>(b) In respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Developer's architect or other project consultant designated by the Developer for that purpose,</p> <p>and "Complete" and "Completed" and "Completion Date" and cognate expressions shall be construed accordingly.</p>
<b>"Contractor"</b>	The contractor appointed by the Developer to construct the Development;
<b>"Core Strategy"</b>	The Core Strategy 2011;
<b>"Council"</b>	The party of the first part hereto which shall include its successors to its functions from time to time;
<b>"Crossrail"</b>	The rail link authorised by the Crossrail Act 2008 or as may be amended;
<b>"Crossrail Contribution"</b>	A financial payment calculated in accordance with the Crossrail Contribution Calculation (being the total financial contribution required towards Crossrail (£156,100) less the amount of Mayoral Community Infrastructure Levy paid) towards the costs of

implementing the Crossrail Scheme required as a result of the Implementation of the Planning Permission for the Development at the Site the principles of which have been adopted by the Mayor in the Crossrail SPG and which in this case (before any deduction of Mayoral Community Infrastructure Levy) amounts to £156,100 (one hundred and fifty six thousand one hundred pounds) to be paid by the Owner to the Council Index Linked in accordance with paragraph 2 of Schedule 3;

<b>“Crossrail Contribution Calculation”</b>	A calculation based on the calculation of the same in the Crossrail SPG;
<b>“Crossrail Scheme”</b>	Each and every element of Crossrail;
<b>“Crossrail SPG”</b>	The document entitled Use of Planning Obligations in the funding of Crossrail, and the Mayoral Community Infrastructure Levy <i>Supplementary Planning Guidance</i> : published by the Mayor of London in April 2013 or a subsequent version of that document published by the Mayor of London;
<b>“Developer”</b>	The party of the second part hereto which shall include its successors and assigns from time to time;
<b>“Development”</b>	The extension, alteration and refurbishment of the existing office building comprising: - Ground floor & lower ground floor extensions fronting Southwark Street and Great Guildford Street, - Proposed flexible use of the ground and lower ground floor unit (125 sqms) on the corner of Southwark Street and Great Guildford Street for retail or office use (Use Classes A1 or B1), - Extensions at fifth and sixth floor levels providing additional office (B1) floorspace, - Single storey (inc. mezzanine) extension to the rear of the existing building developing existing service yard and undercroft fronting Keppel Row and Great Guildford Street, - Remodelling, alteration and refurbishment of the existing facades, and the building's accessibility from street level - Associated highway works, landscaping and on-street disabled parking; installation of 26 condenser units and acoustic screening at roof level;
<b>“Development Plan”</b>	The Southwark Plan, The Core Strategy, AAPs and the London Plan

<b>“Employment in the Development Contribution”</b>	The sum of £17,403.00 (seventeen thousand four hundred and three pounds) Index Linked to be paid by the Developer to the Council and applied by the Council towards one or more of the Council's training and employment initiatives;
<b>“Highway Authority”</b>	The Council in respect of the Section 278 Highway Works and the Section 247 Stopping Up Order and TfL in respect of the Section 278 Highway Works and the Section 247 Stopping Up Order (and any statutory successors from time to time in existence);
<b>“Implementation Date”</b>	The date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site  and references to “Implementation” and “Implement” shall be construed accordingly;
<b>“Index”</b>	The RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics to be applied in accordance with clause 14
<b>“Index Linked”</b>	Linked to movements in the Index between the date of this deed and the due date of payment so that the particular payment is adjusted in accordance with clause 14
<b>“Infrastructure”</b>	Has the meaning given in the Community Infrastructure Levy Regulations 2010 as amended and/or as amended by an applicable Charging Schedule;
<b>“Infrastructure levy”</b>	Means any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment in relation thereto) applied in relation to land which is payable in relation to infrastructure due to and following the implementation of planning permission in respect of the Site (including the community infrastructure levy as defined in the Planning Act 2008 and further defined in the subsequent Community Infrastructure Levy Regulations 2010) as amended save for any payments or obligations made pursuant to section 106 of the 1990 Act;
<b>“London Plan”</b>	the London Plan July 2011 consolidated with revised early minor alterations October 2013;
<b>“Keppel Contribution”</b>	<b>Row</b> The sum of £100,000.00 (one hundred thousand pounds) Index Linked to be paid by the Developer to the Council and applied by

the Council towards the enhancement of Keppel Row;

<b>“Occupation”</b>	The first date upon which any part of the Development is physically occupied for any purpose following Completion of that part of the Development pursuant to the Planning Permission but does not include occupation by existing occupants of the building on the Site or occupants who remain occupying parts of the building on the Site during the course of construction of the Development, nor occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases “Occupy” “Occupied” shall be construed accordingly.
<b>“Parties”</b>	The Council and the Developer;
<b>“Plan”</b>	The Plan annexed hereto;
<b>“Planning Permission”</b>	The planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
<b>“Pre-qualified Firms”</b>	Approved or accredited contractors, vetted by <a href="http://www.exorgroup.co.uk/">http://www.exorgroup.co.uk/</a> ;
<b>“Public Open Space and Sports Development Contribution”</b>	The sum of £38,204 (thirty eight thousand two hundred and four pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 3 and applied by the Council towards the creation of new Council maintained public space and the improvement of existing Council maintained public space together with the provision of sports development in the vicinity of the Site;
<b>“Public Realm Improvements Contribution”</b>	The sum of £16,725 (sixteen thousand seven hundred and twenty five pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 3;
<b>“Section 247 Stopping Up Order”</b>	A stopping up order(s) made by the Highway Authority pursuant to section 247 of the Town and Country Planning Act 1990 to secure the stopping up of the area(s) hatched black on plan number 2014-1789-DWG-107 attached hereto;
<b>“Section 278 Highways”</b>	Any agreement between the Developer and the Highway Authority

**Agreement”**

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 Highway Authority) 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 Bond;
- (b) the Developer to carry out the Section 278 Highways Works in accordance with the approved Section 278 Highways Works Specification 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 to be delivered prior to the commencement of the Section 278 Highway Works;

**“Section 278 Highway Works Bond”**

The deposit, bond, guarantee, surety or similar security relating to the Section 278 Highway Works in a sum equivalent to the estimated cost of the Section 278 Highway Works plus ten percent Index Linked to be agreed with the Council pursuant to paragraph 2.1 of Schedule 2 to this Deed PROVIDED THAT it shall not be less than the Index Linked value 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 Highway Authority's area to the Index Linked value as shown on Plan 2014-1789-DWG-XXX attached hereto and being: -

- a. The removal of the existing tree on Southwark Street to the west of the entrance to 61 Southwark Street.
- b. The repaving of the footway along the southern side of Southwark Street between Great Guildford Street and 59 Southwark Street.
- c. The planting of a replacement tree in the footway along



the southern side of Southwark Street to the east of the junction with Great Guildford Street.

d. The closure of the existing crossover on Great Guildford Street.

e. The repaving of the footway along the eastern side of Great Guildford Street between Southwark Street and Keppel Row.

f. Alterations to the Traffic Management Order to provide 5 parking spaces and a loading bay along the eastern side of Great Guildford Street between Southwark Street and Keppel Row as shown on plan ref. 2014-1789-DWG-117 annexed hereto.

g. The dedication of the strip of new footway along the eastern side of Great Guildford Street between Southwark Street and Keppel Row as public highway.

PROVIDED THAT for the avoidance of doubt 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;

**“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, paragraph 8.1 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;

**“Site”**

the land known as 61 Southwark Street and 15, 17 and 19 Great Guildford Street and for the purpose of identification only shown edged red on Plan PA-EX(02)002 annexed hereto;

**“Site and Development Contributions”**

Public Open Space and Sports Development Contribution, Public Realm Contribution, Site Specific Transport Contribution, Strategic Transport Contribution, Construction Workplace Co-ordinator and Employment Contribution, Training and Employment Contribution, Crossrail contribution, Travel Plan Contribution, Community Facilities Contribution;

<b>“Site Specific Transport Contribution”</b>	The sum of £16,725 (sixteen thousand seven hundred and twenty five pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 3;
<b>“Southwark Plan”</b>	The Southwark Plan 2007 (saved policies 2010);
<b>“Strategic Transport Contribution”</b>	The sum of £17,718 (seventeen thousand seven hundred and eighteen pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 3 [and to be expended by the Council towards strategic transport improvements to be agreed as set out in the Council’s Local Implementation Plan;
<b>“TfL”</b>	Means the strategic transport authority known as Transport for London and its statutory successors;
<b>“TfL Contribution”</b>	means the sum of £19,177 (nineteen thousand one hundred and seventy seven pounds) Index-Linked to be paid by the Developer to TfL in accordance with <b>paragraph 3.4.2 of Schedule 2</b> reflecting the value of the tree to be removed from the highway for which TfL is the Highway Authority and for use towards provision of trees;
<b>“Travel Plan”</b>	The travel plan or document submitted to the Council by the Developer with the Planning Application and approved by the Council in writing and which shall take effect on the Completion Date;
<b>“Travel Plan Contribution”</b>	The sum of £3,000 to be paid by the Developer to the Council for the monitoring of the Travel Plan by the Council payable in accordance with paragraph 1 of Schedule 3;
<b>“Tree Planting Strategy”</b>	a strategy to be submitted by the Developer for the Council’s approval in accordance with paragraph 9 of Schedule 2 for the planting of 1 semi-mature tree on the Site and 1 semi-mature tree on the highway (as provided for in the Section 278 Highway Works);
<b>“Working Days”</b>	Any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays

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. 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 8 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 The Deed shall come into effect on the date of this Deed.

3.2 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:-

3.2.1 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

3.2.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed 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

3.2.3 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 discretion of the Council 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 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 Without prejudice to any other remedy available to the Council, the Developer covenants that no part of the Development shall be Occupied unless and until the obligations contained within Schedule 2 and 3 of this Deed with respect to that part of the Development have been complied with SAVE THAT this clause shall not apply to any obligation in Schedule 2 and 3 which is of an on-going nature or which requires compliance at a date following Occupation.
- 4.3 The Developer shall pay the Site and Development Contributions as specified in Schedule 2 and 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.

#### **5. Developer To Notify Council**

- 5.1 The Developer covenants with the Council to notify the Council:
  - 5.1.1 of its application to the Land Registry under clause 9 within 14 days of this Deed; and
  - 5.1.2 immediately of the occurrence of the Implementation Date by written notice; and

- 5.1.3 of its intention to pay the Contributions referred to in Schedule 3 by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 working days immediately preceding the making of such payment;

**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.

**7. Enforceability Of Obligations**

- 7.1 The obligations contained in this Deed shall not be binding upon nor enforceable against 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;
- 7.2 No person shall be liable for any breach of the covenants restrictive or obligations contained in this Deed occurring after it has parted with the whole of its interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

**8. Registration**

- 8.1 Immediately 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 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 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 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 reasonable prior 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 seven days the Developer shall pay on demand to the Council interest thereon at the interest rate of four 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 at the date hereof is the denominator ("X") and the published relevant index figure for the calendar month in which the respective payment or application is due to be made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

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

13.2 In the specific case of any Crossrail Contribution collected on behalf of the Mayor of London the applicable index for indexation payable shall be in accordance with the Mayor of London's published Supplementary Planning Guide (SPG) and be based on the "Consumer Price Index" published by the Office for National Statistics and likewise be calculated on the same formula as above

With the exception of any Crossrail Contribution all other contributions will be treated as non construction related and be indexed according to the abovementioned RPIX index.

**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. Administration Cost**

15.1 The Developer covenants with the Council:

15.1.1 To pay to the Council the Administration Cost on or before completion of this Deed; and

15.1.2 Not to Implement or allow Implementation until the Developer has paid the Administration Cost to the Council.

**16. Council's Legal Fees**

16.1 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 costs in the preparation and negotiation of this Deed up to £4,575.

**17. VAT**

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

17.2 The Developer 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.

**18. Notices**

18.1 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 18.3.

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

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

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

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.

18.3 Subject to clause 18.4, the address, facsimile number, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport, Chief Executive's Department, PO Box 64529 London, SE1P 5LX;

Facsimile number: 02075255432;

Relevant addressee: The Director of Planning;

Reference: S106/ 63723and 14-AP-3204

For the Developer:

Address: 20 Churchill Place, London E14 4 [REDACTED]

Email : Lee.O'Neill@a [REDACTED]

Relevant addressee: Lee O'Neil;

Reference: [REDACTED]

Telephone: +44 (0) 20 7 [REDACTED]



18.4 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:

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

18.4.2 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.

## 19. Determination Of Disputes

19.1 Subject to **clause 19.7**, 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 19**. 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.

19.2 For the purposes of this **clause 19** 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.

19.3 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 19.4**.

19.4 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.

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

19.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;

- 19.5.2 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;
- 19.5.3 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;
- 19.5.4 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;
- 19.5.5 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
- 19.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 19.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 20**, 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.
- 19.7 This **clause 19** 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.

## **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 term of this Deed under the Contract (Rights of Third Parties) Act 1999.

## **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 him after this date.

## **22. Community Infrastructure Levy**

- 22.1 The Parties are satisfied that the planning obligations given by the Developer set out in Schedule 2 and Schedule 3 of this Deed accord with the three statutory tests set out in Regulations 122 (2)(a)-(c) of the Community Infrastructure Regulations 2010 (as amended).

**SCHEDULE 1**

**Draft Planning Permission**

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## RECOMMENDATION

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This document shows the case officer's recommended decision for the application referred to below.  
This document is not a decision notice for this application.

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<b>Applicant</b>	SCOTTISH WIDOWS UNIT FUNDS LIMITED	<b>Reg. Number</b>	14/AP/3204
<b>Application Type</b>	Full Planning Permission		
<b>Recommendation</b>	Grant subject to Legal Agreement	<b>Case Number</b>	TP/1145-61

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### Draft of Decision Notice

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

The extension, alteration and refurbishment of the existing office building comprising:

- Ground floor & lower ground floor extensions fronting Southwark Street and Great Guildford Street,
- Proposed flexible use of the ground and lower ground floor unit (125 sqms) on the corner of Southwark Street and Great Guildford Street for retail or office use (Use Classes A1 or B1),
- Extensions at fifth and sixth floor levels providing additional office (B1) floorspace,
- Single storey (inc. mezzanine) extension to the rear of the existing building developing existing service yard and undercroft fronting Keppel Row and Great Guildford Street,
- Remodelling, alteration and refurbishment of the existing facades, and the building's accessibility from street level
- Associated highway works, landscaping, installation of 26 condenser units and acoustic screening at roof level.

**At:** 61 SOUTHWARK STREET, LONDON, SE1 0HL

**In accordance with application received on 04/09/2014 08:08:42**

**and Applicant's Drawing Nos. Existing Drawings:**

PA-EX(02)001 02, PA-EX(02)002 02, PA-EX(03), PA-EX(03)001 02, PA-EX(03)009 02, PA-EX(03)010 02, PA-EX(03)011 02, PA-EX(03)012 02, PA-EX(03)013 02, PA-EX(03)014 02, PA-EX(03)015 02, PA-EX(03)016 02, PA-EX(03)017 02, PA-EX(03)018 02, PA-EX(04)001 02, PA-EX(05)001 02, PA-EX(05)002 02, PA-EX(05)003 02, PA-EX(05)004 02.

**Proposed Drawings:**

PA-A(02)001 02, PA-A(03) 001 02, PA-A(03)009-R 02, PA-A(03)010 02, PA-A(03)010-R 02, PA-A(03)011 01, PA-A(03)012 01, PA-A(03)013 01, PA-A(03)014 01, PA-A(03)015 02, PA-A(03)016 02, PA-A(03)017 02, PA-A(03)018 02, PA-A(03)020 01, PA-A(04)002 02, PA-A(05)001 02, PA-A(05)002 02, PA-A(05)003 02, PA-A(05)006 01, PA-A(31)010 02, PA-A(31)011 02, PA-A(31)012 02, PA-A(93)010 01.

Design and Access Statement, Planning Statement, Daylight and Sunlight Assessment, Flood Risk Assessment, Ecological Appraisal, Noise Survey and External Plant Assessment, Transport Assessment and Travel Plan, Sustainability/BREEAM Technical Note, BREEAM Design Stage Pre-Assessment, Energy Statement, Archeological Statement, Phase 1 Land Contamination Assessment.

**Subject to the following fifteen conditions:**

**Time limit for implementing this permission and the approved plans**

- 1 The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans: PA-A(02)001 02, PA-A(03) 001 02, PA-A(03)009-R 02, PA-A(03)010 02, PA-A(03)010-R 02, PA-A(03)011 01, PA-A(03)012 01, PA-A(03)013 01, PA-A(03)014 01, PA-A(03)015 02, PA-A(03)016 02, PA-A(03)017 02, PA-A(03)018 02, PA-A(03)020 01, PA-A(04)002 02, PA-A(05)001 02, PA-A(05)002 02, PA-A(05)003 02, PA-A(05)006 01, PA-A(31)010 02, PA-A(31)011 02, PA-A(31)012 02, PA-A(93)010 01.

Reason:

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

- 2 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.

**Pre-commencement condition(s)** - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the council before any work in connection with implementing this permission is commenced.

- 3 Before any work hereby authorised begins, the applicant shall secure the implementation of a programme of archaeological works in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.

**Reason**

In order that the details of the programme of works for the archaeological 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 Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 4 a) Prior to the commencement of any development, a site investigation and risk assessment shall be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site.
- i) The Phase 1 (desk study, site categorisation; sampling strategy etc.) shall be submitted to the Local Planning Authority for approval before the commencement of any intrusive investigations.
- ii) Any subsequent Phase 2 (site investigation and risk assessment) shall be conducted in accordance with any approved scheme and submitted to the Local Planning Authority for approval prior to the commencement of any remediation that might be required.
- b) In the event that contamination is present, a detailed remediation strategy to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms prior to the commencement of development, other than works required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.
- c) Following the completion of the works and measures identified in the approved remediation strategy, a verification report providing evidence that all works required by the remediation strategy have been completed shall be submitted to and approved in writing by the Local Planning Authority.
- d) In the event that potential contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing, in accordance with a-c above.

**Reason**

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13' High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework 2012.

**Commencement of works above grade** - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the council before any work above grade is commenced. The term 'above grade' here means any works above ground level.

- 5 Before any above grade work hereby authorised begins, detailed drawings of a hard and soft landscaping scheme showing new tree planting and the treatment of all parts of the site not covered by buildings (including cross sections, 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 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 the same size and species in the first suitable planting season.

Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason

So that the Council may be satisfied with the details of the landscaping scheme in accordance with The National Planning Policy Framework 2012 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 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

- 6 Prior to above grade works commencing, material samples of all external facing materials 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.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies: 3.12 Quality in Design and 3.13 Urban Design of The Southwark Plan 2007.

- 7 Prior to any works being carried out above grade, detailed drawings of the glazing, framing and any associated panels to be used in the development hereby permitted shall be submitted to and approved in writing. The development shall proceed in accordance with such approved details.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies: 3.12 Quality in Design and 3.13 Urban Design of The Southwark Plan 2007.

**Pre-occupation condition(s)** - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the council before the building(s) hereby permitted are occupied or the use hereby permitted is commenced.

- 8 a) Before the first occupation of the building hereby permitted commences the applicant shall submit in writing and obtain the written approval of the Local Planning Authority to a Travel Plan setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors.
- b) At the start of the second year of operation of the approved Travel Plan a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any such approval given.

Reason

In order that the use of non-car based travel is encouraged in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policies 5.2 Transport Impacts, 5.3 Walking and Cycling and 5.6 Car Parking of the Southwark Plan 2007.

- 9 Before the first occupation of the development hereby permitted the cycle storage facilities as shown on drawing PA-A(03)009-R 02 shall be provided and thereafter such facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 - Sustainable Transport of The Core Strategy and Saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007.

- 10 Before the first occupation of the development hereby permitted, the refuse storage arrangements shown on the approved drawing PA-A(03)009-R 02 shall be provided and made available for use by the occupiers of the

premises and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

**Reason**

To ensure that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity and Policy 3.7 Waste Reduction of The Southwark Plan 2007

- 11 Before the first occupation of the building hereby permitted a Service Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

**Reason**

To ensure compliance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policy 5.2 Transport Impacts of the Southwark Plan 2007.

- 12 Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score and BREEAM rating) to achieve a minimum very good rating 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; Before the first occupation of the building hereby permitted, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

**Reason**

To ensure the proposal complies with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

**Compliance condition(s)** - the following condition(s) impose restrictions and/or other requirements that must be complied with at all times once the permission has been implemented.

- 13 Any deliveries or collections to/from the commercial or retail units shall only be between the following hours: 07:00 to 22:00 on Monday to Friday, 08:00 to 22:00 Saturdays and 09:00 to 20:00 on Sunday's & Bank Holidays.

**Reason**

To ensure that occupiers of the development and occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity of The Southwark Plan 2007.

- 14 The rated noise level from any plant together with any associated ducting in connection with the development hereby permitted shall be 10 dB(A) or more below the lowest relevant measured LA90 (15min) at the nearest noise sensitive premises.

**Reason**

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with the National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

**Other condition(s)** - the following condition(s) are to be complied with and discharged in accordance with the individual requirements specified in the condition(s).

- 15 Within six months of the completion of archaeological site works, an 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 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 Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

#### **Statement of positive and proactive action in dealing with the application**

The application has been subject to extensive negotiation with officers in order to resolve several issues identified with the originally submitted details.

#### **Informative**

- If the proposed development requires alterations to public highways and/or parking layout, the applicant should contact the Highways Development Control department at least four months prior to any works commencing to enter into a s278 highways agreement. Please contact Iaan Smuts [iaan.Smuts@southwark.gov.uk](mailto:iaan.Smuts@southwark.gov.uk) and Tel: 020 7525 2170. The applicant should familiarise themselves with Southwark's Streetscape Design Manual which is available on the website.
- Highways Development Control will need confirmation that all new statutory services are complete prior to footway and/or carriageway works commencing.
- If part of the adopted highway will need to be stopped up in order to enable this development to proceed, a highway stopping up order will need to be applied for under the provisions of the Town and Country Planning Act 1990. This process is likely to take a minimum of 4 months for a straightforward unopposed order. If there are any objections the timeframe may extend significantly beyond this. Please contact Iaan Smuts, Development Control Manager at the earliest convenience [iaan.Smuts@southwark.gov.uk](mailto:iaan.Smuts@southwark.gov.uk) and Tel: 020 7525 2170.
- Compliance with S168 to S175 of the Highways Act 1980, relating to "Precautions to be taken in doing certain works in or near streets or highways" - any item and/or structure placed on or adjacent to the public highway may require a license. Please contact Highways Licensing on [highwayslicensing@southwark.gov.uk](mailto:highwayslicensing@southwark.gov.uk) to obtain this. All licenses should be in place prior to works commencing.
- Compliance with S59 and S60 of the Highway Act, 1980 – Prior to works commencing on site (including any demolition) a joint condition survey should be arranged with Southwark Council development control team to catalogue condition of streets and drainage gullies. Please contact Iaan Smuts, Development Control Manager on 020 7525 2135 to arrange. Approval by highways is required and a copy of findings and condition survey document to be sent to planning case officer for development in question.
- Compliance with S178 of the Highways Act, 1980 - The applicant is advised that they must apply for a license if there is a proposed overhang on the public highway. The applicant should be advised to contact the Development Control Team, Public Realm, specifically [iaan.Smuts@southwark.gov.uk](mailto:iaan.Smuts@southwark.gov.uk) and Tel: 020 7525 2170. No projection should be below 2.4m in height in accordance with Section 178, Highways Act 1980.
- Compliance with S153 of the Highways Act 1980 - all doors or gates must be hung so that they do not open over or across the road or pavement.
- Compliance with S100 of the Highways Act 1980. Any damage or blockages to drainage will be repaired at the cost of the developer. All works to be undertaken by Southwark Council Highways Service.
- Water will not be permitted to flow onto the public highway in accordance with Section 163, Highways Act 1980

## SCHEDULE 2

### 1. TRAVEL PLAN

- 1.1 Prior to the Occupation of the Development the Developer shall provide a full Travel Plan compliant with Transport for London's 'Travel planning for new development in London' guidance, for approval by the Council; and shall appoint a Travel Plan Co-ordinator.
- 1.2 The Developer covenants not to Occupy the Development until such time as the Travel Plan Co-ordinator has been appointed and the Travel Plan has been approved by the Council and the Council has been informed of the Travel Plan Co-ordinator contact details.
- 1.3 The Developer covenants to implement, monitor and review the Travel Plan including undertaking the following:
- 1.3.1 within 28 days of their Occupation to provide written details of the Travel Plan to new occupiers of the Development;
  - 1.3.2 use reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
  - 1.3.3 undertake iTrace compliant user surveys at 75% occupation and at 1, 3 and 5 years from occupation, update the travel plan document following each of these surveys; and undertake an annual review of the Travel Plan and provide a written report of this review to the Council. 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.
- 1.4 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 shall be Occupied.

### 2. HIGHWAY WORKS AND HIGHWAY AGREEMENTS

- 2.1 Prior to Implementation the Developer shall submit to the Highway Authority for its approval in writing the Section 278 Highway Works Specification(s) including details of the estimated costs of the Section 278 Highway Works.
- 2.2 Prior to commencement of the Highway Works the Developer shall enter into the Section 278 Highways Agreement with the Highway Authority (and the Council

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 up to the value of the Section 278 Highway Works Bonds Index Linked to the date of completion of the Section 278 Highway Works.

### **Section 278 Highway Works**

2.3 Prior to Completion of the Development as a whole or as otherwise provided in the Section 278 Highways Agreement, the Developer shall have completed the Section 278 Highway Works as approved by the Highway Authority pursuant to paragraph 2.1 of this Schedule and in accordance with the Section 278 Highways Agreement to Certificate of Completion stage to the reasonable satisfaction of the Highway Authority.

### **3. TREE PLANTING STRATEGY**

3.1 Prior to the Implementation the Developer shall submit for approval to the Council the Tree Planting Strategy.

3.2 The Tree Planting Strategy shall include:

3.2.1 the proposed approach to and methodology and phasing for the said tree planting;

3.2.2 the proposed species number and size of trees and locations;

3.2.3 the proposed ground preparation required before planting of the trees;

3.2.4 the proposed management and maintenance arrangements for such trees during the construction of the Development;

3.3 Prior to Completion of the whole of the Development the Developer shall plant the trees in accordance with the Tree Planting Strategy.

3.4 Prior to Implementation the Developer shall provide to TfL:

3.4.1 the Tree Planting Strategy (with respect to (1) the tree to be removed from the highway for which TfL is the Highway Authority and (2) to the tree to be planted in the highway for which TfL is the Highway Authority) prepared in accordance with paragraph 3.2 above; and

3.4.2 payment of the TfL Contribution.

**4. SECTION 247 STOPPING UP ORDER(S)**

- 4.1 The Developer covenants not to Implement or permit Implementation of that part of the Development to be carried out on the area hatched black on plan number 2014-1789-DWG-107 attached hereto until the Section 247 Stopping Up Order has been confirmed.

### SCHEDULE 3

#### 1. FINANCIAL CONTRIBUTIONS

- 1.1 Prior to the Implementation Date the Developer shall pay:
- 1.1.1 the Construction Workplace Co-ordinator and Employment Contribution;
  - 1.1.2 the Construction Workplace Co-ordinator Management Contribution;
  - 1.1.3 the Crossrail Contribution
  - 1.1.4 the Keppel Row Contribution
  - 1.1.5 the Community Facilities Contribution;
  - 1.1.6 the Public Open Space, Children's Play Equipment and Sports Development Contribution;
  - 1.1.7 the Public Realm Contribution
  - 1.1.8 the Site Specific Transport Contribution;
  - 1.1.8 the Strategic Transport Contribution;
  - 1.1.9 the Employment in the Development Contribution; and
  - 1.1.10 the Travel Plan Contribution.
- 1.2 The Developer shall not Implement the Development until the Council has received the contributions referred to in paragraph 1.1 above in full.

#### 2. CROSS RAIL CONTRIBUTIONS

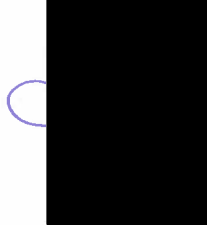
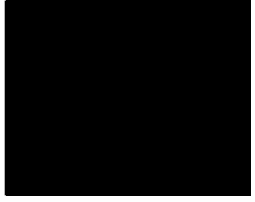
- 2.1 Payment of the Crossrail Contribution shall be made on the following basis:
- 2.1.1 The Developer on behalf of itself and its successors in title covenants with the Council that it shall pay the Crossrail Contribution on Implementation of Development.
  - 2.1.3 The Developer shall not cause or permit Implementation unless and until Crossrail Contribution has been paid in accordance with this Deed.

- 2.1.4 The Owners shall notify the Director of Planning and the Head of Land Use Planning, TfL (at Windsor House, 50 Victoria Street, London SW1H 0TL) that Implementation will take place 14 Working Days before such anticipated Implementation.
- 2.1.5 Upon receipt of the Crossrail Contribution the Council shall transfer the sum to TfL within 30 Working Days to be applied by TfL towards the Crossrail Scheme.
- 2.1.6 The parties agree that the amount of the Crossrail Contribution payable pursuant to this Deed shall be reduced by the corresponding amount of Mayoral Community Infrastructure Levy to be paid, once received by the Council.

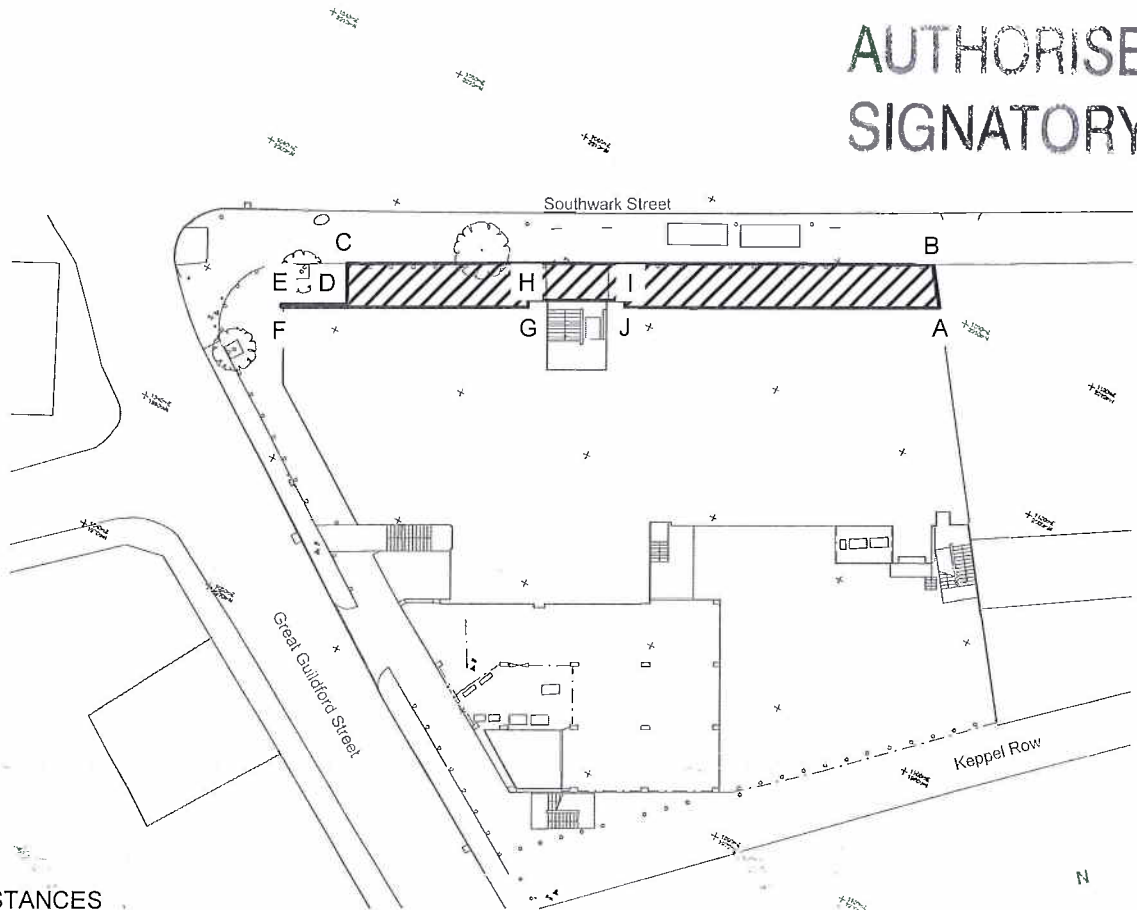
## SCHEDULE 4

### 1. COUNCIL'S OBLIGATIONS

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge the Site and Development 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 Site and Development Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council covenants with the Developer that it will expend and apply the Contributions (including any interest accrued thereon) for the stated purposes.
- 1.3 To the extent that any of the Site and Development Contributions 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. In the event that the Workplace Co-ordinator Contribution is paid it will be expended by the Council on the appointment of the Work Place Co-ordinator.
- 1.4 The Council shall issue the Planning Permission promptly on completion of this Deed and in any event within two Working Days of the date hereof.
- 1.5 The Council covenants (in its capacity as the Highway Authority) to progress the confirmation of the Section 247 Stopping Up Order as expeditiously as possible and to inform the Developer immediately in the event of any delay to the confirmation process.

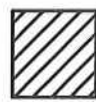


**AUTHORISED  
SIGNATORY**




**DISTANCES**

- AB = 03.117m
- BC = 41.596m
- CD = 02.868m
- DE = 04.682m
- EF = 00.207m
- FG = 17.579m
- GH = 00.495m
- HI = 06.918m
- IJ = 00.495m
- JA = 22.229m

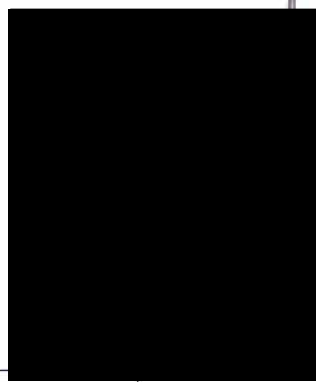
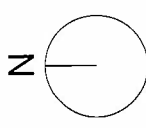


LAND TO BE STOPPED UP

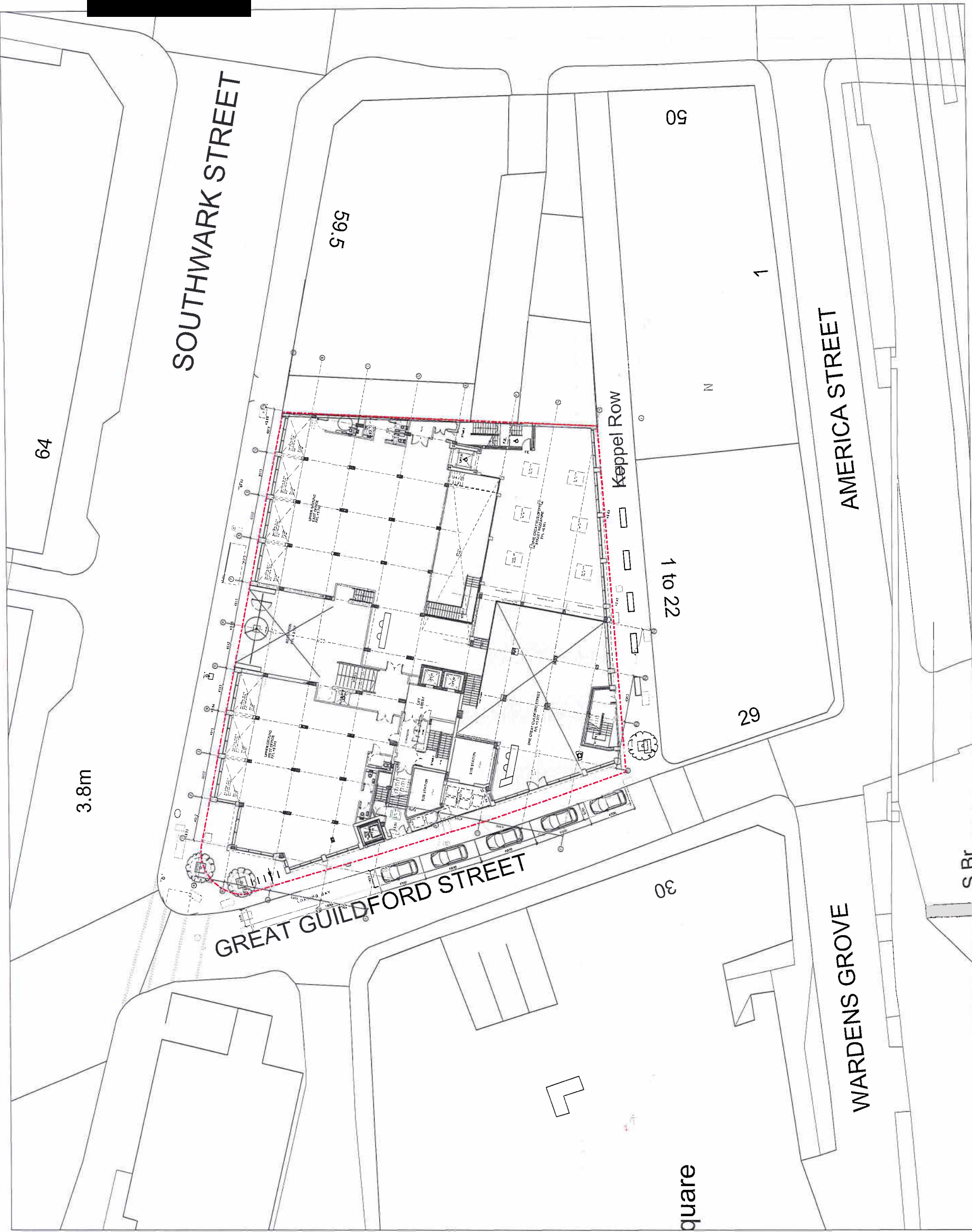
© This drawing has been prepared by MOW Transport on behalf of TTP Consulting and must not be copied or reproduced in any way without their consent.

61 Southwark Street				SWIP	
Extent of Highway to be Stopped Up				 <b>ttp consulting</b> transport planning specialists	
				111 - 113 Great Portland Street London W1W 6QQ Tel. No. 0207 1000 753	
Drawn		Checked		Scale	
MW	12.11.14	AM	12.11.14	1:500 at A4	
				Drawing Number	
				2014-1789-DWG-107	
				Rev.	
				▪	





AUTHORISED  
SIGNATORY



**DO NOT SCALE THIS DRAWING**  
Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.  
TateHindle Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

Rev	Description	Date	Checked
00	Issued for Planning	28-08-14	HR
01	Revised for Planning	09-12-14	HR
02	Revised for Planning - Enlarged Pavement 5.0m	17-02-15	AD

--- Red Line denotes building boundary line

**Project**  
61 Southwark Street  
SE1 0HL

**Status**  
FOR PLANNING

**Client**  
ABERDEEN ASSET MANAGEMENT

**Scale**  
1:200@A1

**Drawn**  
RW

**Checked**  
HR

**Date**  
28-08-14

**Dwg. no.**  
PA-A(03)001




**Revision**  
02

**tatehindle**

TateHindle Limited  
100 Abchurch Lane  
London EC4A 3DF  
T 020 7332 4850  
m.tatehindle.co.uk  
www.tatehindle.co.uk

Rev	Details	Drawn	Checked	Date
A	Areas updated, leader and key changes.	MW	AM	11.03.15

<b>AUTHORISED SIGNATORY</b>	
	- EXTENT OF S278 WORKS
	AREA 1 - TFI AS HIGHWAY AUTHORITY
	AREA 2 - SOUTHWARK AS HIGHWAY AUTHORITY

Notes:  
1. This is not a construction drawing and is intended for illustrative purposes only.

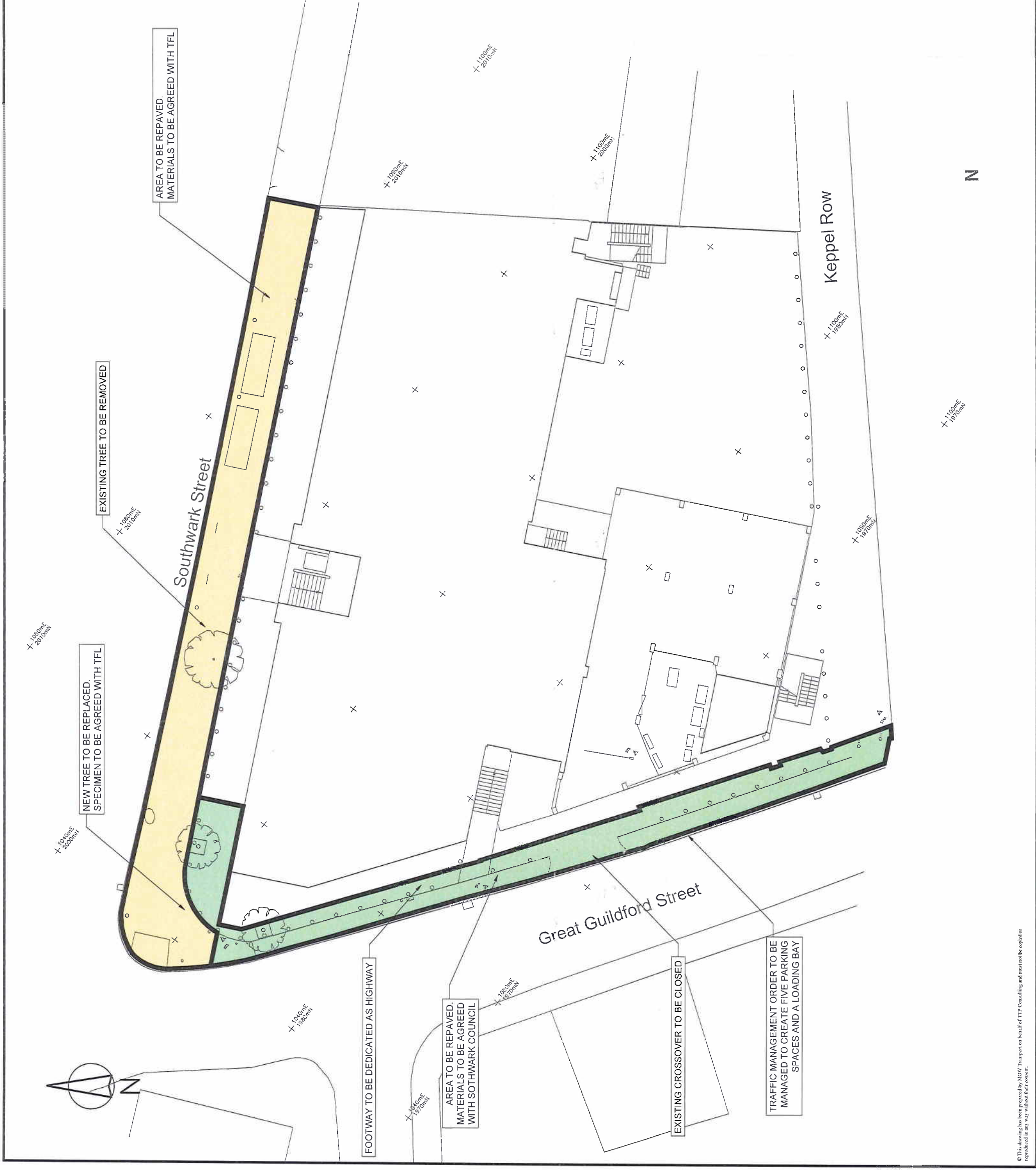
Client	Aberdeen Asset	
Project	61 Southwark Street	
Drawing Title	Extent of S278 Works	
Scale	1:250 at A3	
Drawn	MW	11.03.15
Checked	AM	11.03.15

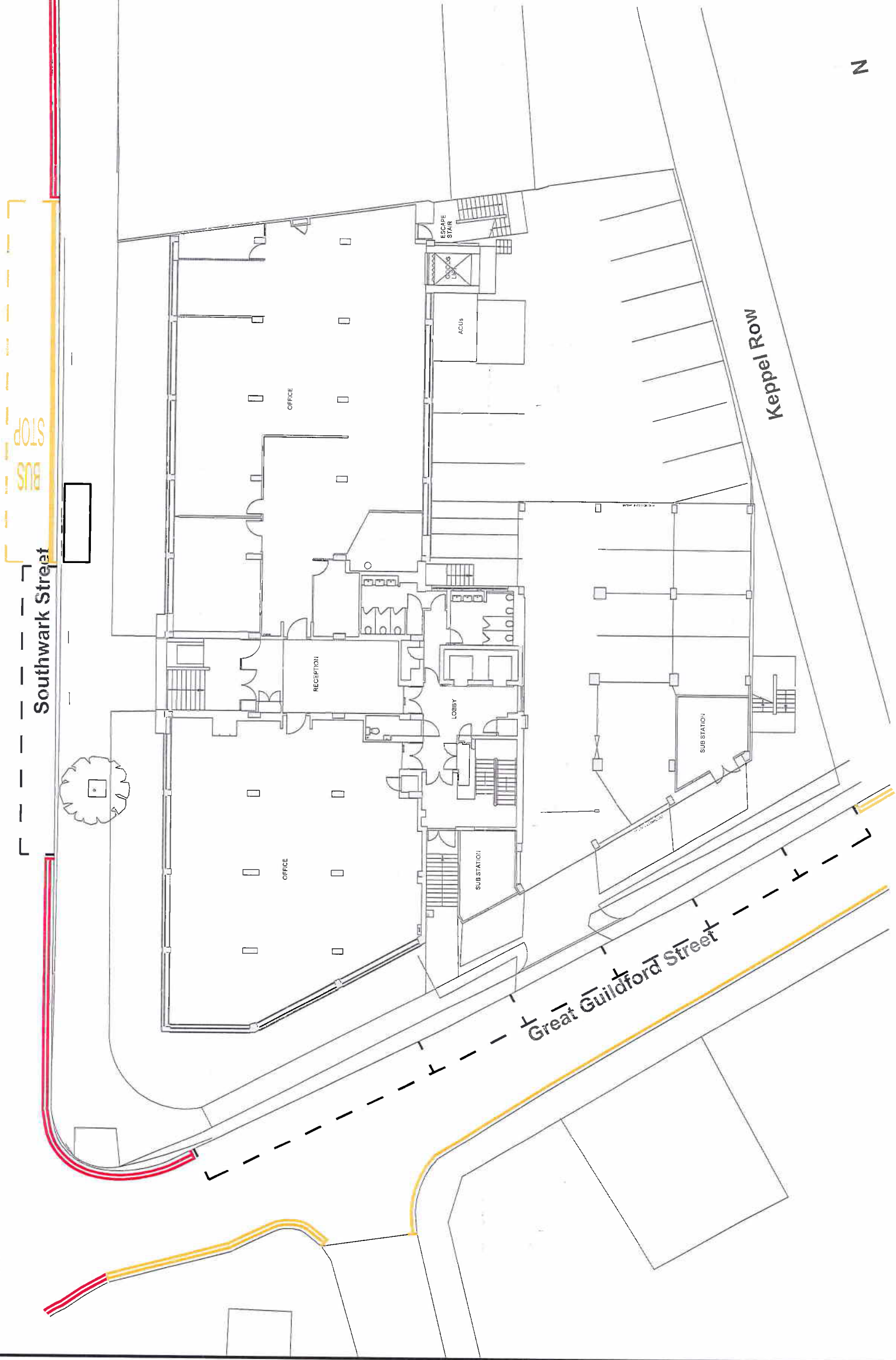
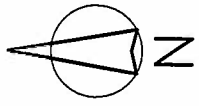
ttp consulting  
transport planning specialists

111 - 113 Great Portland Street  
London  
W1W 6QQ  
Tel. No. 0207 1000 753

Drawing Number	2014-1789-DWG-113
Rev	A



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Rev	Details	Drawn	Checked	Date
1				

**AUTHORISED SIGNATORY**

**Notes:**  
1. This is not a construction drawing and is intended for illustrative purposes only.

Client: **SWIP**

Project: **61 Southwark Street**

Drawing Title: **Proposed Alterations to Parking Along Great Guildford Street**

Scale: **1:250**

Drawn	MW	24.03.15
Checked	AM	24.03.15

**ttp consulting**  
transport planning specialists

111 - 113 Great Portland Street  
London  
W1W 6QQ  
Tel. No. 0207 1000 753

Drawing Number: **2014-1789-DWG-117**

Rev: .

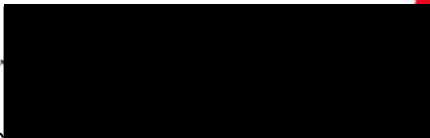
© This drawing has been prepared by WDA Transport on behalf of TTP Consulting and must not be copied or reproduced in any way without their consent.

**IN WITNESS WHEREOF** the parties hereto have executed this deed the day and year first before written

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:

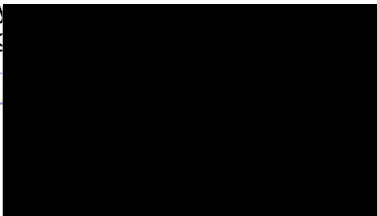


21590



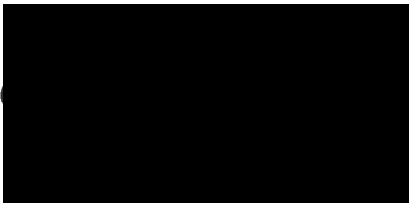
Authorised Signatory

Signed as a deed by **Maizelands Limited** acting by its attorney



and

in the presence of



Signature of Witness

Name

Address

40 PRINCES STREET  
EDINBURGH  
EH2 2BY  
SECRETARY

Signed as a deed by  
**Arringford Limited** acting by  
its attorney



and

in the presence of

Signature of Witness

Name

Address



40 PRINCES STREET  
EDINBURGH  
EH2 2BY  
SECRETARY