

APPENDIX 8

Heads of Terms for Section 106 Agreement

Reference:	23/AP/1862
Proposal:	<p>Phased mixed-use redevelopment of the site, comprising:</p> <ul style="list-style-type: none"> - Demolition of all existing buildings/structures, site clearance and excavation; - Construction of buildings to provide residential dwellings (Class C3) and flexible commercial, business and service space (Class E); - Construction of buildings to provide purpose built student accommodation including associated amenity and ancillary space, flexible commercial, business, service and community spaces within Classes E/F2(b) (Sui Generis); and - Provision of associated car and cycle parking, open space and landscaping, means of access and highway alterations, installation of plant and utilities and all other associated ancillary works incidental to the development.
Location:	747-759 & 765-775 Old Kent Road and Land at Devonshire Grove, London, SE15 1NZ

	<u>Obligation</u>	<u>Mitigation / Terms</u>
1.	Archaeology	
	ARCHAEOLOGY: MONITORING CONTRIBUTION	A sum of £11,171 (RPI All Items index linked) by the developer towards monitoring and providing technical archaeological support during the works on and in the vicinity of the site.
		Applicant's Position: Agreed.
2.	Café: Delivery and public access	
	DELIVERY	The c. 86.0 square metre café within the ground floor communal internal student amenity space of Building B is to be completed to shell and core, and made available for occupation no later than 75% occupation of the student accommodation within the host building.
		Applicant's Position: Agreed.
	PUBLIC ACCESS	Notwithstanding the ancillary-to-PBSA function of the wider room in which the café is located, free and unrestricted access for the general public into the café (including its associated dining area) shall be available at all times of café operation.

3.

	Applicant's Position: Agreed.
Community use unit	
ELIGIBLE USERS AND RENTAL RATES	<p>Throughout its lifetime, the Community Use Unit shall be rented out on an hourly/slot basis at peppercorn rate to Community Use Unit Users.</p> <p>Eligible Community Use Unit Users shall be community groups, not for profit, cultural projects using the facility for non-profit making purposes, all local residents (e.g. so parents can use the space for children's parties), and for students when not in use by the community.</p> <p>The owner shall be responsible for absorbing all costs associated with the operation of the facility, including utilities and cleaning costs, and maintaining the facility in good running order internally and externally.</p>
	Applicant's Position: Agreed.
FIT-OUT	<p>No later than 12 months following commencement of works on Building A (or such later date as may be agreed in writing by the Council), the developer is to submit the Community Use Unit Specification to the Council for approval.</p> <p>The developer is to construct the Community Use Unit in accordance with the approved Specification and to the reasonable satisfaction of the Council.</p>
	Applicant's Position: Agreed.
DELIVERY	<p>The Community Use Unit is to be completed in accordance with the approved Specification, and made available for use no later than 75% occupation of Building A.</p>
	Applicant's Position: Agreed.
MANAGEMENT, MARKETING AND OPERATION	<p>No later than three months prior to the opening of the Community Use Unit, the developer shall submit a Community Use Unit Management Plan to the Council for its approval. This Plan shall include:</p> <ul style="list-style-type: none">- details of the persons appointed to manage and operate the Community Use Unit (only required if the space is not managed by the PBSA Building A operator);- details of the proposed uses and events that may take place at the Community Use Unit;

	<ul style="list-style-type: none"> - the minimum hours of operation and access for eligible Community Use Unit Users (which shall be no less than 6 hours per day each day of the week); - details of the booking system (who will responsible for managing it, how community and/or non profit-making status of customers will be verified, how popular or high value slots will be managed so as to prevent regular block booking etc.); - the platforms (local press, social media, within the Community Use Unit window, on the relevant community premises Council webpages etc.) through which the Community Use Unit would be marketed, together with details of the frequency/duration of marketing; and - such other matters as the Council and the developer may reasonably agree should be included in the Community Use Unit Management Plan. <p>The developer shall implement and comply with the Community Use Unit Management Plan (or such revised plan as may be agreed between the parties in writing from time to time) for the duration that the Community Use Unit is retained.</p> <p>The shall developer shall maintain ongoing records of:</p> <ul style="list-style-type: none"> - all bookings which have taken place, the names of the Community Use Unit Users, the date and time of the booking and the type of event held; and - any bookings by Community Use Unit Users cancelled by the owner, or any refusals to take bookings by the owner, including a record of the circumstances in which such cancellations and refusals occurred and the names of the Community Use Unit Users involved; <p>and shall make these records available to the Council upon request.</p> <p>Applicant's Position: Agreed.</p>		
<p>4. Design: Retention of architectural team</p>	<table border="1"> <tr> <td data-bbox="256 1581 557 1833"> <p>ARCHITECT NOVATION</p> </td> <td data-bbox="557 1581 1461 1833"> <p>Reasonable endeavours shall be made to ensure the original design team (i.e. John Thompson & Partners LLP) continues to be employed as the project architect or design consultant to carry out the RIBA Stage 3 and 4 design work.</p> <p>Applicant's Position: Agreed.</p> </td> </tr> </table>	<p>ARCHITECT NOVATION</p>	<p>Reasonable endeavours shall be made to ensure the original design team (i.e. John Thompson & Partners LLP) continues to be employed as the project architect or design consultant to carry out the RIBA Stage 3 and 4 design work.</p> <p>Applicant's Position: Agreed.</p>
<p>ARCHITECT NOVATION</p>	<p>Reasonable endeavours shall be made to ensure the original design team (i.e. John Thompson & Partners LLP) continues to be employed as the project architect or design consultant to carry out the RIBA Stage 3 and 4 design work.</p> <p>Applicant's Position: Agreed.</p>		
<p>5. Housing (conventional Class C3): Viability and affordable units</p>			

<p>AFFORDABLE HOUSING DELIVERY</p>	<p>Provision of 200 Class C3 affordable housing units on the site, comprising the following mix:</p> <ul style="list-style-type: none"> - 125 units (39 x one-bedroom flats, 45 x two bedroom flats, 37 x three-bedroom flats, 4 x four bedroom flat) to be social rent tenure; and - 75 units (36 x one-bedroom flats, 39 x two bedroom flats) to be shared ownership tenure. <p>The Agreement shall specify:</p> <ul style="list-style-type: none"> - which of these units is to be provided within each of the tenures (with a supporting drawing); - income thresholds for the affordable tenures; and - eligibility criteria for the affordable tenures. <p>Occupancy of the PBSA units shall be subject to staged restrictions to ensure early delivery of affordable housing units.</p> <hr/> <p>Applicant's Position: Agreed.</p>
<p>ALL AFFORDABLE HOUSING UNITS: EARLY STAGE REVIEW</p>	<p>An Early Stage Review Mechanism is to be triggered if substantial implementation has not occurred within 30 months of planning permission being granted.</p> <p>If the Early Stage Review concludes that additional affordable housing can viably be provided, the developer shall submit an Additional Affordable Housing Scheme confirming:</p> <ul style="list-style-type: none"> - which intermediate units are to be converted into social rent tenure (or agreement to a financial equivalent); - improvements to the tenure mix of affordable housing as far as possible until a compliant split between social rent and intermediate is achieved (or agreement to a financial equivalent); and - at least 10% of the units will be delivered as wheelchair accessible. <p>Occupancy of the student accommodation shall be restricted until the Additional Affordable Housing Scheme has been approved by the Council.</p> <hr/> <p>Applicant's Position: Agreed, subject to the following formula inputs being fixed and included:</p> <ul style="list-style-type: none"> • Application Stage Costs; • Application Stage GDV; • Profit %; and • Deficit which must be overcome before any PIL.

<p>SOCIAL RENT UNITS: TRANSFERRAL TO A REGISTERED PROVIDER</p>	<p>Within 3 months of commencing works on Buildings C and/or D, the developer is to submit to the Council the name of the chosen Registered Provider</p> <p>The affordable housing units are, upon their completion, to be handed over to the Registered Provider.</p> <hr/> <p>Applicant's Position: Agreed.</p>
<p>SOCIAL RENT UNITS: SERVICE CHARGES</p>	<p>The service charge for the social rent housing units shall be:</p> <ul style="list-style-type: none"> - determined in accordance with the 'Direction for Rent Standard'; and - limited to an increase of CPI + 1% per annum or such other limit imposed by Government regulation and/or direction (whichever is less). <hr/> <p>Applicant's Position: Agreed.</p>
<p>INTERMEDIATE UNITS: MARKETING AND DISPOSAL</p>	<p>Developer is to undertake suitable marketing of the intermediate units throughout the duration of the Intermediate Housing Marketing Period to households within Southwark's local income thresholds. The period shall:</p> <ul style="list-style-type: none"> • commence at least two months immediately prior to the anticipated date of completion of the Intermediate Housing; and • continue for at least three months immediately following the completion of the Intermediate Housing <p>Disposal of any of the intermediate units shall be permitted to higher London Plan income households only if at the end of the Marketing Period there has not been uptake. Evidence of no uptake is to be supplied to the Council before disposal to higher income households is permitted.</p> <hr/> <p>Applicant's Position: Agreed.</p>
<p>ALL AFFORDABLE HOUSING UNITS: MONITORING</p>	<p>Contribution of £26,500 (RPI All Items index linked), based on 200 dwellings at £132.50 per dwelling, towards the Council's costs for monitoring affordable housing delivery.</p> <p>Developer is to complete the Council's Housing Delivery Monitoring Tables at approval, commencement, completion and any amendment stages.</p> <p>Developer is to the complete the Affordable Housing Survey, and support it with evidence as necessary, within 28 days of receiving the survey from the Council.</p> <hr/> <p>Applicant's Position: Agreed.</p>

6.

Housing (student accommodation): Operation and management	
STUDENT MANAGEMENT PLAN	<p>Prior to occupation of the PBSA development, a Final Student Management Plan is to be submitted to and approved by the Council. The Final Student Management Plan shall be based on the principles established by the application-stage Student Management Plan and shall include details of:</p> <ul style="list-style-type: none"> - the day to day operation of the student housing to ensure noise and disturbance is minimised during the day- and night-time (including codes of behaviour / conduct and other protocols for managing breaches of acceptable behaviour); - the logistics and coordination of the move-in and move-out arrangements to minimise disruption to the public highway (and shall include specified management measures in respect of both the move-in and move-out period, not just the former, including coordination of arrangements with other student residences in the area so as to avoid overload at peak times); - deliveries and servicing management; - security and surveillance measures; - strategies for establishing and managing relationships and lines of communication with local residents and other potentially affected parties; - a strategy specific to the summer lets period (covering all of the above-listed requirements as well as how coach and taxi arrivals would be discouraged and, where they do occur, how they would be managed). <p>The approved Final Student Management Plan (as amended from time to time) shall be complied with throughout the lifetime of the development.</p> <p>The Final Student Management Plan shall be eligible for amendments from time-to-time, subject in each instance to the Local Planning Authority's approval.</p> <hr style="border-top: 1px dashed black;"/> <p>Applicant's Position: Agreed.</p>
USE OF PREMISES	<p>The PBSA development is:</p> <ul style="list-style-type: none"> - not to be used and occupied for anything other than its authorised purpose as accommodation available for letting as student accommodation to students; - to be used at all times as a single planning unit, with no part of it to be rented, sold, sub-let, licensed or otherwise disposed of in any form as a separate planning unit; and

	<ul style="list-style-type: none"> - with respect to all parts of the basement and ground floor of the building, prohibited from being used in the future for sleeping accommodation <p>The student accommodation may be let to non-students during the holiday period (which shall be a maximum of 11 weeks in any one year period running from September 1st to August 31st).</p>
	Applicant's Position: Agreed.

7. Housing (conventional Class C3): Occupier facilities

WHEELCHAIR HOUSING DELIVERY	Provision of 25 Wheelchair Accessible housing units in accordance with the table below.																																																																																																												
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	18	D-18-01	S. Rent	M4(3)(2)(b)	3B5P
	19	D-19-01	S. Rent	M4(3)(2)(b)	3B5P
	<i>Tenure split:</i>		<i>x13 Int w/c units and x 12 S.Rent w/c units</i>		
	Applicant's Position: Agreed.				
INTERMEDIATE UNITS: WHEELCHAIR HOUSING MARKETING	<p>Suitable marketing shall be carried out for the requisite period of:</p> <ul style="list-style-type: none"> - 6 months prior to completion of such units; and - 6 months following completion of such units. <p>No disposal of any of the wheelchair accessible unit to those not in need of wheelchair housing; if one or more units are not disposed of by the end of the marketing period, the unit(s) shall be used by the Council as local authority temporary accommodation until an eligible person in need of wheelchair housing has entered into an agreement for lease in respect of the relevant unit.</p>				
	Applicant's Position: Agreed.				
CHILDREN'S PLAY SPACE: IN-LIEU PAYMENT	<p>Prior to implementation of Building C or Building D, whichever is the earlier, the developer is to pay £54,964.00 (BCIS index linked), based on 364 square metres of 12-and-overs play space not provided on site, at a rate of £151 per square metre of shortfall</p>				
	Applicant's Position: Agreed.				
COMMUNAL AMENITY SPACE AND CHILDREN'S PLAY SPACE: DELIVERY	<p>Prior to occupation of any of the Class C3 housing units, and with the exception of a small area of external amenity/play located between Buildings C and D, the children's play space and the communal amenity space shall be completed and available for use.</p> <p>The area of external amenity/play located between Buildings C and D shall be completed and available for use within a reasonable timeframe post-occupancy of the Class C3 housing units, with an appropriate back-stop preventing final occupation of Building A.</p>				
	Applicant's Position: Agreed.				

<p>COMMUNAL AMENITY SPACE AND CHILDREN'S PLAY SPACE: MANAGEMENT STRATEGY</p>	<p>Prior to occupation of any of the Class C3 housing units, the developer is to submit a Communal Amenity Space and Children's Play Space Management Strategy which shall include:</p> <ul style="list-style-type: none"> - a strategy for providing, maintaining and cleaning the outdoor communal amenity space and the children's play space; - the access arrangements; - the hours of opening, which shall be (except during temporary maintenance work): <ul style="list-style-type: none"> • between 08:00 and 22:00 or alternative hours set by the management company (in agreement with the residents) on all days of the week 365 days a year in respect of: <ul style="list-style-type: none"> ○ the space on Level 01 of Building C; ○ the space at roof level on Building C; ○ the space at Level 15 of Building D; and ○ the space at roof level on Building D; • 24 hours a day on all days of the week 365 days a year in respect of all other areas of play and communal space. - a strategy to ensure all residents of the development have the ability to access all communal spaces and all children's play space on all levels of Blocks C and D, irrespective of the tenure of their dwelling and/or the building in which their dwelling is located, in a fair and equitable way; and - a methodology to ensure the outdoor communal amenity space and children's play space is provided free of charge to all residents of the development except for the payment of a reasonable service charge. <p>Applicant's Position: Agreed.</p>
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8. Housing (PBSA): Occupier facilities

<p>WHEELCHAIR PBSA UNITS DELIVERY</p>	<p>Provision of 109 wheelchair PBSA units, in accordance with the table below:</p> <table border="1" data-bbox="565 1627 1445 1801"> <thead> <tr> <th><u>Building</u></th> <th><u>Levels</u></th> <th><u>Ref. no.</u></th> <th><u>Total no.</u></th> </tr> </thead> <tbody> <tr> <td>A</td> <td>04 to 32</td> <td>The two premium studios</td> <td>58</td> </tr> <tr> <td>B</td> <td>02 to 18</td> <td>The three premium studios</td> <td>51</td> </tr> </tbody> </table> <p>Applicant's Position: Agreed.</p>	<u>Building</u>	<u>Levels</u>	<u>Ref. no.</u>	<u>Total no.</u>	A	04 to 32	The two premium studios	58	B	02 to 18	The three premium studios	51
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WHEELCHAIR PBSA UNITS MARKETING	<p>Suitable marketing of the PBSA wheelchair units shall be carried out throughout the lifetime of the premises, with the non-wheelchair units to be let to non-disabled prospective tenants wherever possible (so that, up until the beginning of term, a maximised number of wheelchair units remain available for take up by those who require them).</p> <p>Applicant's Position: Agreed.</p>
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9.

Local economy: Employment and training	
CONSTRUCTION PHASE JOBS/ CONTRIBUTIONS	<p>The development must:</p> <ul style="list-style-type: none"> - deliver 108 sustained jobs to unemployed Southwark residents; - deliver 108 short courses; and - support 27 construction industry apprentices during the construction phase. <p>Or make the pro-rata Employment and Training Contribution which, at maximum, would be £521,100 (RPI All Items index linked). This breaks down as:</p> <ul style="list-style-type: none"> - £464,000 against sustained jobs; - £16,200 against short courses; and - £40,500 against construction industry apprenticeships. <p>Applicant's Position: Agreed.</p>
CONSTRUCTION PHASE EMPLOYMENT, SKILLS AND BUSINESS PLAN	<p>The Plan would be expected to detail:</p> <ul style="list-style-type: none"> - methodology of training, skills, support etc.; - targets for construction skills and employment outputs; - methodology for delivering apprenticeships; and <p>local supply chain activity methodology.</p> <p>Applicant's Position: Agreed.</p>
LOCAL PROCUREMENT	<p>The applicant should allow local businesses to tender for the procurement of goods and services generated by the development both during and after construction.</p> <p>Applicant's Position: Agreed.</p>
LONDON LIVING WAGE	<p>The developer shall use reasonable endeavours to pay those who work on site (except in relation to volunteers, apprentices and interns) no less than the LLW.</p> <p>Applicant's Position: Agreed.</p>

10.

Local economy: Affordable workspace (Scenario 1: occupation by surgery)			
<p>QUANTUM AND LOCATION</p>	<p>The health surgery premises shall be the 249 square metre commercial unit on the ground floor level of Building C.</p> <p>All ancillary and servicing areas are to be available to the healthcare provider on the same terms/basis as the market rate occupiers, and at no cost additional cost to the capped rent level.</p> <hr/> <p>Applicant's Position: Agreed.</p>		
<p>MINIMUM SPECIFICATION OF UNIT</p>	<p>The health surgery premises shall be fitted out to a specification appropriate for occupation without major internal changes required by the tenant to occupy the space as a health surgery.</p> <hr/> <p>Applicant's Position: Agreed.</p>		
<p>MARKETING TO HEALTHCARE PROVIDERS</p>	<p>For a period of 18 months (beginning 9 months prior to commencement of Building C and ending 9 months following commencement of Building C), the 249 square metre commercial unit on the ground floor level of Building C shall be marketed to NHS GP Partnership healthcare providers as a Class E[e] commercial unit.</p> <p>If at the end of the 18 month period the applicant has either:</p> <ul style="list-style-type: none"> - been unable to secure a healthcare provider for the premises; or - been unable to successfully progress/conclude negotiations with potential healthcare provider occupiers; <p>the applicant shall be eligible to submit evidence of the marketing / negotiations to the Council for approval.</p> <p>If the evidence is approved by the Council, the premises will revert to Class E commercial space and the provisions set out in the part of this table entitled '<i>Local economy: Affordable workspace (Scenario 2: no surgery take-up)</i>' shall apply.</p> <hr/> <p>Applicant's Position: Agreed.</p>		
<p>KEY TERMS OF LEASE</p>	<p>Lease agreements with each healthcare provider occupying the unit shall be subject to these conditions:</p> <table border="1" data-bbox="557 1743 1461 1879"> <tr> <td data-bbox="557 1743 852 1879"> <p>Rent level and any inclusions/exclusions</p> </td> <td data-bbox="852 1743 1461 1879"> <p>To be confirmed as part of ongoing negotiations between the applicant and the Council.</p> </td> </tr> </table>	<p>Rent level and any inclusions/exclusions</p>	<p>To be confirmed as part of ongoing negotiations between the applicant and the Council.</p>
<p>Rent level and any inclusions/exclusions</p>	<p>To be confirmed as part of ongoing negotiations between the applicant and the Council.</p>		

	<p>(Council retains right to make rent level exclusive of any rates but inclusive of service and building management charges (Index Linked from date of Agreement)).</p>
Break clause	To be confirmed as part of ongoing negotiations between the applicant and the Council.
	The rental levels and break clauses referred to above are to be routinely offered to all new healthcare providers who take up occupancy throughout the lifetime of the health surgery, not just the initial occupier.
	Applicant's Position: In abeyance pending receipt of proposed terms.
DELIVERY AND LIFETIME	<p>The health surgery premises is to be completed and available for occupation by a healthcare provider before any of the market rate Class E commercial space is occupied.</p> <p>The health surgery premises shall be provided for a fixed term commencing upon first operation by a health surgery occupant and terminating no sooner than the requisite number of years (without unnecessary interruption) thereafter.</p>
	Applicant's Position: Agreed.
TENANT ELIGIBILITY	<p>Eligible tenants are to be an NHS GP Partnership (i.e. a public health service provider holding an NHS GP contract to run an NHS-commissioned practice).</p> <p>Prior to first occupation of the health surgery premises by the provider, evidence of the provider's eligibility shall be submitted to and approved by the Council.</p>
	Applicant's Position: Agreed.
11.	Local economy: Affordable workspace (Scenario 2: no surgery take-up)
MARKETING	<p>Upon the "Affordable workspace (Scenario 1)" obligation falling away, marketing is to be carried out in respect of an area of the Block C commercial premises comprising no less than 81.3 square metres (10% of the total employment floorspace of 813 square metres) as affordable workspace. The marketing period shall be 12 months.</p>
	Applicant's Position: Agreed.

<p>LIFETIME AND KEY TERMS OF LEASE</p>	<p>In the event that one or more tenants are secured, the affordable workspace shall be provided for a fixed term commencing upon first operation of the affordable workspace unit in question and terminating no sooner than 30 years (without unnecessary interruption) thereafter</p> <p>Lease agreements with all affordable workspace occupiers shall be subject to these conditions:</p> <table border="1" data-bbox="557 495 1461 1108"> <tr> <td data-bbox="557 495 857 873"> <p>Rent level and any inclusions/exclusions</p> </td> <td data-bbox="857 495 1461 873"> <ul style="list-style-type: none"> - 0-11 months at peppercorn rent; - 12 months until the end of the affordable workspace lifetime at no more than £15 per square foot net lettable area per annum; <p>all to be exclusive of any rates but inclusive of service and building management charges (Indexed Linked from date of Agreement).</p> </td> </tr> <tr> <td data-bbox="557 873 857 1108"> <p>Break clause</p> </td> <td data-bbox="857 873 1461 1108"> <p>For both the landlord and the tenant:</p> <ul style="list-style-type: none"> - a 2 year break on a minimum 5 year lease; - a 1 year break on a minimum 2 year lease. </td> </tr> </table> <p>The rental levels and break clauses referred to above are to be routinely offered to all new tenants throughout the lifetime of the affordable workspace, not just the initial tenant(s).</p> <p>Applicant's Position: Agreed.</p>	<p>Rent level and any inclusions/exclusions</p>	<ul style="list-style-type: none"> - 0-11 months at peppercorn rent; - 12 months until the end of the affordable workspace lifetime at no more than £15 per square foot net lettable area per annum; <p>all to be exclusive of any rates but inclusive of service and building management charges (Indexed Linked from date of Agreement).</p>	<p>Break clause</p>	<p>For both the landlord and the tenant:</p> <ul style="list-style-type: none"> - a 2 year break on a minimum 5 year lease; - a 1 year break on a minimum 2 year lease.
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<p>Break clause</p>	<p>For both the landlord and the tenant:</p> <ul style="list-style-type: none"> - a 2 year break on a minimum 5 year lease; - a 1 year break on a minimum 2 year lease. 				
<p>MINIMUM SPECIFICATION OF UNIT(S)</p>	<p>Prior to first occupation, the affordable workspace is to be provided to the Council's minimum specification. It prescribes the standards of:</p> <ul style="list-style-type: none"> - Fit-out (floor, ceiling, windows, doors, power, lighting etc.) specification at point of occupancy - Telecommunications - Means of escape - Lifts - Delivery/servicing arrangements - Cycle Storage - Regulations (DDA etc.) compliance <p>Applicant's Position: Agreed.</p>				
<p>EXTENT OF FACILITIES TO BE</p>	<p>All ancillary and servicing areas are to be available to the relevant affordable workspace occupants on the same</p>				

MADE AVAILABLE TO TENANTS	<p>terms/basis as the market office occupiers, and at no cost additional cost to the capped rent level.</p> <p>Applicant's Position: Agreed.</p>
TENANT ELIGIBILITY	<p>Eligible tenants are to be, as per the definition given in the Southwark Plan 2022, from a specific sector that has a social, cultural or economic development purpose.</p> <p>Priority must be given to pre-existing organisations based within the borough.</p> <p>The Affordable Workspace Provider is to retain discretion over the selection of the eligible tenants that take leases within the affordable workspace areas.</p> <p>Applicant's Position: Agreed.</p>
AFFORDABLE WORKSPACE STRATEGY	<p>Prior to first occupation of any affordable workspace, an Affordable Workspace Strategy shall be submitted to and approved by the Council, setting out:</p> <ul style="list-style-type: none"> - how the workspace is of a type, and has been designed to a specification, that meets local demand; - a marketing strategy that prioritises small and independent businesses from the local area with an identified need; - evidence of collaboration with partners and stakeholders to identify businesses nominated for occupation; - how various different occupiers and their needs could be accommodated; - lease/licence terms and details; - the facilities for the occupiers (to include at least kitchen, toilet and printing facilities, charging points and high speed internet); - any business incubation support that will be offered to start-ups; - other details as the Council may reasonably require. <p>Applicant's Position: Agreed.</p>
AFFORDABLE WORKSPACE DEFAULT PAYMENT IN-LIEU	<p>In the event that, following the suitable marketing of the Block C commercial premises for the requisite 12 month period, no lease(s) has been signed with one or more suitable occupiers, the applicant shall pay an Affordable Workspace Default Payment-in-Lieu (sum to be calculated using the Council's Affordable Workspace PIL Calculator). Only upon receipt of these monies shall the Block C commercial unit revert to be market rate flexible Class E floorspace.</p>

	Applicant's Position: Agreed.
12.	Local economy: Marketing of Building D commercial premises
RETAILER TARGETED MARKETING	The ground floor commercial unit within Block D shall be marketed only at retailers (Class E [a], [b] and [c] uses) for a period ending no earlier than nine months prior to practical completion.
	Applicant's Position: Agreed.
13.	Local economy: Commercial unit use class restrictions
RESTRICTION ON HOT FOOD TAKEAWAYS, BETTING SHOPS, PAWN BROKERS AND PAY DAY LOAN SHOPS	None of the six commercial units shall, notwithstanding any changes to the use classes order or alterations/ revocations to the Article 4 Direction that applies in this location, be used as a hot food takeaway, betting shop, pawn broker or pay day loan shop.
	Applicant's Position: Agreed
14.	Landscape and public realm: Publicly-accessible on-site open space
INTERIM BOUNDARY SCHEME	<p>Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to submit to and receive approval from the Council of a Scheme of Interim Site Boundary Treatments.</p> <p>This Scheme shall relate to the treatments proposed along the boundaries of the site abutting the 'Southwark-owned Devonshire Grove' land, to remain in place until such time that this land is brought forward for development.</p> <p>Prior to first occupation of any part of the development, the Interim Boundary Scheme shall have been completed. Thereafter, it shall be maintained in good order and replaced like-for-like as and when necessary.</p>
	Applicant's Position: Agreed.
DETAILED DESIGN	<p>Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to submit a Publicly-accessible Open Space Specification for all areas of privately-owned publicly-accessible open space to the LPA (who shall liaise with the Highways Authority) and receive its approval in writing.</p> <p>The Specification shall comprise:</p> <ul style="list-style-type: none"> - detailed drawings;

	<ul style="list-style-type: none"> - details of planting, furniture, external lighting, CCTV, any boundary enclosures and entry gates; - finishes schedules and samples of proposed materials; - demonstration that principles of Secured by Design have been incorporated; and - details of the phasing and timing for delivery. <p>The Specification shall demonstrate that the publicly-accessible open space (PaOS) has been designed to an adoptable standard in accordance with the SSDM.</p> <p>Applicant's Position: Agreed.</p>
<p>DELIVERY AND SHORT-TERM MANAGEMENT</p>	<p>Upon receipt of a Provisional Completion Certificate from the Council, the developer shall make the PaOS available to the public (in accordance with the access hours and permitted rights of closure).</p> <p>Any defects within the first 12 months of opening are to be rectified by the developer.</p> <p>At the end of the initial 12 month period, the developer is to seek and receive from the Council a Final Completion Certificate.</p> <p>Applicant's Position: Agreed.</p>
<p>LONG-TERM MANAGEMENT</p>	<p>No part of the development shall be occupied until the developer has submitted to and received approval from the Council of an Estate Management Plan relating to all PaOS within the site. The Estate Management Plan shall:</p> <ul style="list-style-type: none"> - detail the maintenance, cleaning and renewal arrangements of the PaOS in relation to <ul style="list-style-type: none"> • all sustainable (SuDS) infrastructure (to include access and maintenance information); • soft and hard finishes; • furniture; and • lighting; - set out a methodology to ensure the PaOS is kept free from obstruction as far as is practical during any maintenance and cleaning of all buildings and structures within/around the development, with details of how any unavoidable disruption/ obstruction will be minimised in impact and duration; - demonstrate accordance with the Public London Charter LPG; and - include the name of the person(s)/company responsible for ensuring the effective provision of the PaOS as

	<p>public realm in the long term, along with indicative running costs and service charge.</p> <p>If there is to be any meanwhile uses of any part of the site for Publicly-accessible Open Space, these temporary areas should also be included in the Publicly-accessible Open Space Specification, and the Specification should address all the matters listed above.</p>
	<p>Applicant's Position: Agreed.</p>
HOURS OF ACCESS	<p>The PaOS shall be open to the general public 24 hours a day every day of the week including Bank Holidays (with the exception of the rights of closure detailed below).</p>
	<p>Applicant's Position: Agreed.</p>
RIGHTS OF CLOSURE	<p>The developer shall be entitled to close the PaOS (with prior notification to members of the public) for up to one day per year so as to prevent public rights of way being obtained.</p>
	<p>Applicant's Position: Agreed</p>
15.	Landscape and public realm: Off-site open space and trees
OsOS INTERIM LANDSCAPING SCHEME: LAND WEST OF BUILDING A	<p>Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to submit to and receive approval from the Council of the Interim Devon Street Triangle Landscaping Scheme.</p> <p>This Scheme shall relate to the c.213 square metre area of land outside the red line boundary to the northwest of proposed Building A.</p> <p>Prior to first occupation of any part of the development, the approved Scheme shall have been completed (the applicant to have made appropriate contractual arrangements in advance with the landowner to ensure the delivery of the landscaping on time).</p> <p>The approved Scheme shall remain in place until such time that the 'Southwark-owned Devonshire Grove' land is brought forward for development.</p>
	<p>Applicant's Position: Agreed.</p>
	<p>Develop to pay a contribution of up to £181,435.00 (index linked) to mitigate the failure to deliver all of the public open</p>

PUBLIC OPEN SPACE: IN-LIEU PAYMENT	space requirement arising from the conventional (Class C3) and PBSA housing elements of the proposal. Applicant's Position: Not yet agreed.
TREE LOSS PAYMENT	In the event that any of the 68 proposed trees cannot be delivered, the developer is to pay to a sum (subject to CAVAT indexation) per undelivered tree according to the stem girth and species of the tree. Applicant's Position: Agreed.
16.	Previous permission
INOPERATION OF EXTANT PLANNING PERMISSION	Covenant requiring the owner to 'give up' the right to develop under the existing planning permission (ref. 19/AP/1239). Applicant's Position: Agreed.
17.	Transport: Construction phase mitigation
CONSTRUCTION MANAGEMENT MONITORING	Prior to implementation, the developer is to contribute £20,560 (RPI All Items index linked), based on £40 per C3 residential unit and £40 for every three PBSA units, to cover the cost incurred by the Council's Highways Network Management division in providing the following services: <ul style="list-style-type: none"> - monitoring the construction-related activities associated with the development; - monitoring the cumulative impacts of those activities on the surrounding highways and local environment, together with the other construction activities on nearby sites; and - ensuring compliance with the approved CEMP throughout the duration of the build programme. Applicant's Position: Agreed.
18.	Transport: Development mitigation
TfL CYCLE HIRE DOCKING STATION CONTRIBUTION	Prior to first occupation, the developer is to contribute £25,700.00 (BCIS index linked) towards expansion of one or more TfL cycle docking stations in the vicinity of the site. Applicant's Position: Agreed.
LONG-TERM PROVISION OF CYCLE LOCKERS	Prior to occupation of the PBSA, the 12 pre-loaded folding cycle lockers shall be installed and available for use, and thereafter for the lifetime of the PBSA the cycles shall remain free-of-

FREE-OF-CHARGE	<p>charge and for the exclusive use of students staying in the accommodation.</p> <p>Applicant's Position: Agreed.</p>
DEVONSHIRE GROVE RECONFIGURATION	<p>Prior to implementing the Devonshire Grove Reconfiguration Works, the developer shall submit and receive approval from the Council of the Reconfiguration Works Specification.</p> <p>The works shall comprise at least the following (all of which shall be in accordance with the Southwark Streetscape Manual):</p> <ul style="list-style-type: none"> - The creation a vehicular and pedestrian route to connecting Old Kent Road and Devon Street, which includes: - the widening of the carriageway; - the relaying of the carriageway; - the provision of new footway and a new inset loading bay on the eastern side of the carriageway; - the retention of the existing setback on the western side of the carriageway; - the removal of bollards; - the provision and replacement of drainage systems; - the provision of street trees; and - such other works as the Council may reasonably require. <p>The works, once approved, shall be secured through the Section 278 Agreement.</p> <p>Applicant's Position: Agreed</p>
CAR CLUB MEMBERSHIP	<p>Prior to occupation of any of the conventional Class C3 housing units, a contract shall be entered into with a Car Club Operator that secures membership per eligible adult per Class C3 dwelling within the development (minimum duration of the membership is to be 3 years).</p> <p>Applicant's Position: Agreed.</p>
DELIVERY AND SERVICING MONITORING PLAN	<p>Prior to occupation of any part of the development, a Delivery and Servicing Monitoring Plan is to be submitted to and approved by the Council. The Delivery and Servicing Monitoring Plan shall set out the method for monitoring and recording the number of servicing and delivery trips to and from the development.</p> <p>Applicant's Position: Agreed.</p>

<p>DELIVERY AND SERVICING MANAGEMENT BOND</p>	<p>Prior to occupation of any part of the development, a Delivery and Servicing Bond is to be paid to the Council. The bond will be £53,000, comprising:</p> <ul style="list-style-type: none"> - a cash deposit of £51,400.00 (RPI All Items index linked), calculated on the basis of £100 per Class C3 dwelling and £100 per three PBSA bedspaces; - a monitoring fee of £1,600.00 to cover the Council's costs of assessing the quarterly monitoring. <p>For a period of two years from opening of the student accommodation scheme the daily vehicular servicing activity of the site is to be monitored (in accordance with the approved Delivery and Servicing Monitoring Plan) and returns made on a quarterly basis. If the site meets or betters its own baseline target the Delivery and Servicing Management Cash Deposit will be returned to the developer within 6 months of the end of the monitoring period. If the site fails to meet its own baseline the cash deposit will be made available for the Council to utilise for sustainable transport and highways remediation projects in the ward of the development.</p> <p>Irrespective of whether the development meets or fails to meet its baseline target, the Council will retain the monitoring fee.</p> <hr/> <p>Applicant's Position: Agreed.</p>
<p>BUS SERVICES CONTRIBUTION</p>	<p>The developer is to contribute £1,387,800.00 (BCIS index linked from 2019) towards TfL bus service improvements, and any necessary associated transport and public realm improvements, in the vicinity of the site. The sum shall be paid in two instalments at these trigger points:</p> <ul style="list-style-type: none"> - One year prior to occupation of the residential dwellings; and - One year prior to occupation of the student accommodation. <hr/> <p>Applicant's Position: Agreed.</p>
<p>EVCP PROVISION</p>	<p>All six Blue Badge bays in the Building C car park shall be able to access active Electric Vehicle Charging Points (EVCPs), and they shall be operational from the first occupation of Building C or Building D, whichever is the earlier.</p> <p>The one proposed on-street Car Club bay shall be able to access an active Electric Vehicle Charging Point (EVCP), and it shall be operational from the first use of the bay.</p>

	The EVCPs shall be retained in full working order thereafter for the lifetime of the development.
	Applicant's Position: Agreed.
PARKING PERMIT ELIGIBILITY EXCLUSION	All of the PBSA occupants, Class C3 housing occupants and tenants of the commercial space (excluding the staff of the GP Surgery) at the development shall be prohibited from being eligible for CPZ parking permits.
	Applicant's Position: Agreed.
PBSA WASTE MANAGEMENT	For the lifetime of the PBSA premises, the owner shall ensure that a contract is in place with a commercial provider of refuse/recycling collection services.
	Applicant's Position: Agreed.

19. Transport: Highway impacts mitigation

BOROUGH ROAD NETWORK: SCOPE OF S278 WORKS	<p>Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to submit the Section 278 Highway Works Specification, detailed design and estimated costs to the LPA (who shall liaise with the Highways Authority) and receive its approval in writing.</p> <p>This Specification, detailed design and estimated costs shall comprise the following parcels of works, and all shall be constructed in accordance with SSDM standards:</p> <p><u>Devonshire Grove Works</u></p> <ul style="list-style-type: none"> - widening of the carriageway; - relaying of the carriageway; - provision of new footway on the eastern side of the carriageway and the retention of the existing setback on the western side of the carriageway, along with a new inset loading bay; - removal of bollards; - provision and replacement of drainage systems; - provision of street trees; and - other such works as the Council may reasonably require <p><u>Devon Street Roundabout Interim Works</u></p> <ul style="list-style-type: none"> - creation of a widened two-way vehicular route on the Devon Street south western arm - relaying of the carriageway; - provision and replacement of drainage systems; and
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- other such works as the Council may reasonably require.

Devon Street Roundabout Permanent Works

- Creation of a new footway on the Devon Street south eastern arm of the roundabout;
- provision and replacement of drainage systems; and
- other such works as the Council may reasonably require.

Building A-B-C Section S38/278 Highway Works

- Re-paving of footway (including the provision of new kerbs) on the north western side of Sylvan Grove (adjacent to Building A, Building B and Building C);
- Construction of vehicle crossovers;
- Construction of a new inset loading bay;
- Dedication of any land within the control of the Developer (which shall also be paved) to the north western side of Sylvan Grove considered reasonably necessary by the Council to create a footway 2.4 metres wide;
- Provision/replacement of drainage systems, providing street trees and upgrading tree pits and the promotion of traffic regulation orders where necessary; and
- other works as the Council may reasonably require.

Building C-D Section S38/278 Highway Works

- Repaving of footway on Old Kent Road along the Development frontage;
- Construction of entry treatment across Devonshire Grove and Sylvan Grove at the junction with Old Kent Road;
- Provision of street trees and associated tree pits within the vicinity of the site as agreed with TfL;
- Provision of flush tree pit edging around all existing trees and levels as agreed with TfL;
- Upgrade of existing street lighting and installation of new street lighting if required;
- Installation gullies and connection pipes for street drainage where required;
- Cycle route provision through the area along Old Kent Road on the nearside development frontage if required;
- Resurfacing of the carriageway to support the changes as required;
- Reinstatement of or improvements to bus stopping and passenger facilities including shelters, post and flags if required.

	Applicant's Position: Agreed.
BOROUGH ROAD NETWORK: S278 AGREEMENT DEADLINE	<p>Prior to commencement of the agreed highway works, the developer is to enter into a Highway Agreement under Section 278 (and Section 38).</p> <p>Applicant's Position: Agreed.</p>
BOROUGH ROAD NETWORK: S278 DETAILED DESIGN	<p>Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to submit the 'Highway Works Specification and Estimated Costs' for approval.</p> <p>Prior to Implementation, an Approval in Principle (AIP), relating specifically to the basement element of the proposed development, shall be submitted to and received approval from the LPA (who shall liaise with Council's Highways Structures Team).</p> <p>Applicant's Position: Agreed.</p>
SYLVAN GROVE CONTRIBUTION	<p>Prior to occupation, the developer is to pay £120,000 (BCIS index linked) towards the reconstruction of the Sylvan Grove carriageway.</p> <p>Applicant's Position: Agreed.</p>
20. Sustainability	
FUTURE-PROOFED CONNECTION TO DISTRICT HEAT NETWORK	<p>Prior to occupation, a DHN Energy Strategy must be approved setting out how the development will be designed and built so that all parts of it will be capable of connecting to any future DHN.</p> <p>Council to retain right to serve Connection Notice at regular intervals, with applicant to retain right to submit feasibility study in response.</p> <p>Applicant's Position: Agreed.</p>
CARBON OFFSET PAYMENT 1	<p>The development as built is to achieve the carbon reduction set out in the submitted Application Stage Energy Strategy.</p> <p>Prior to implementation (excluding the Devonshire Grove works), with the exception of any site clearance/demolition and archaeological investigative works, the developer shall pay an off-site contribution of 50% of the total application stage predicted carbon shortfall (138.9 tonnes/CO2). This equates to 69.45 tonnes/CO2. Calculated applying the Council's current</p>

	<p>tariff rate of £95/tonne for 30 years, this is £197,904.50 (RPI All Items index linked).</p> <p>Applicant's Position: Agreed.</p>
<p>CARBON OFFSET PAYMENT 2</p>	<p>No later than 4 weeks following occupation of the development, the owner shall submit an Occupation Stage Energy Review to the Council for approval.</p> <p>The Occupation Stage Energy Review shall demonstrate how the development will achieve the Agreed Carbon Targets in accordance with the principles contained in the Application Stage Energy Strategy.</p> <p>In the event that the Occupation Stage Energy Review demonstrates the application stage predicted savings have been met or exceeded, the applicant shall pay the Carbon Green Fund Contribution 2 (thereby fully offsetting the differential between on-site as-built carbon savings and net zero). Only following receipt of the Carbon Green Fund Contribution 2 will the Council issue its approval in writing.</p> <p>In the event that the Occupation Stage Energy Review demonstrates the as-built scheme falls short of the application stage predicted savings, the applicant shall accompany their submission with an Energy Strategy Addendum setting out additional energy efficiency proposals to achieve the Agreed Carbon Targets. If the Council agrees to the proposed additional measures, the owner shall implement all of the measures within twelve months of the Council's approval of the Addendum. If the Council and owner cannot come to an agreement on the proposed additional measures, the owner shall pay a further carbon offset contribution (to be calculated applying the Council's carbon offset tariff in place at that time) within 28 days of the Council issuing their request.</p> <p>The Occupation Stage Energy Review shall be complied with in completing and occupying the development.</p> <p>Applicant's Position: Agreed.</p>
<p>BE SEEN MONITORING</p>	<p>Prior to implementation of the development (with the exception of Devonshire Grove works and demolition), the owner shall submit to the GLA and the Council accurate and verified estimates of the 'Be Seen' energy performance indicators.</p> <p>Prior to occupation of the development the owner shall provide to the GLA and the Council updated accurate and verified estimates of the 'Be Seen' energy performance indicators.</p>

	<p>On the first anniversary of occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner shall submit to the GLA accurate and verified annual in-use energy performance data for all relevant indicators.</p> <p>In the event that the 'in-use stage' evidence shows that the 'as-built stage' performance estimates have not been or are not being met, the owner shall identify the causes of underperformance and the potential mitigation measures. The owner shall submit to the GLA and the Council a Be Seen Mitigation Measures Plan comprising of measures that are reasonably practicable to implement, along with a proposed timescale for implementation. The measures shall be implemented in accordance with the approved Be Seen Mitigation Measures Plan.</p> <p>Applicant's Position: Agreed.</p>
<p>21. Administration</p>	
<p>Monitoring</p>	<p>Payment to cover the costs of monitoring these necessary planning obligations (with the exception of those that have monitoring contributions already factored-in), calculated as 2% of total sum but with reasonable cap applied).</p> <p>Applicant's Position: Agreed.</p>