

APPENDIX 7

Heads of Terms for Section 106 Agreement

Reference:	23/AP/1317
Proposal:	Demolition of the existing building and mixed use redevelopment of the site comprising Purpose-Built Student Housing including associated amenity and ancillary café and cycle workshop (Use Class Sui Generis), a new self-storage facility (Use Class B8), light Industrial workspace / incubator units (Use Class E(g)(iii)) and other associated infrastructure.
Location:	257-283 Ilderton Road, London, Southwark, SE15 1NS

	<u>Obligation</u>	<u>Mitigation / Terms</u>
1.	Student accommodation subject to Bakerloo Line Extension	
	STUDENT ACCOMODATION DELIVERY	The student accommodation shall not be implemented prior to the BLE construction contract being in place unless agreed in writing by the Council in consultation with TfL and GLA. Applicant's Position: Agreed.
2.	Café: Delivery and public access	
	DELIVERY	The 109.7 square metre Café within the ground floor communal internal student amenity space of PBSA Block 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. Applicant's Position: Agreed.
3.	Cycle workshop Delivery, strategy and public access	
	DELIVERY	The 26.5 square metre Cycle Workshop within the ground floor visitor cycle store of PBSA Block is to be completed in accordance with the approved Specification, and made available for use no later than 75% occupation of student accommodation within the host building. Applicant's Position: Agreed.
	CYCLE WORKSHOP STRATEGY	Not less than 6 months before the anticipated date of first occupation of any PBSA units, a Cycle Workshop Strategy shall be submitted to and approved by the Council, setting out: <ul style="list-style-type: none"> - a marketing strategy for an operator to carry out bike repair services, and how the Cycle Workshop will continue to be marketed following first Occupation to ensure that the Cycle Workshop remains occupied;

	<ul style="list-style-type: none"> - lease/licence terms and details; - operation hours; - community outreach programme to promote the use of the Cycle Workshop <p>other details as the Council may reasonably require.</p>
	Applicant's Position: Agreed.
PUBLIC ACCESS	Notwithstanding the ancillary-to-PBSA function of the wider room in which the cycle workshop is located, free and unrestricted access for the general public into the Cycle Workshop shall be available at all times of cycle workshop operation as per the approved Cycle Workshop Strategy.
	Applicant's Position: Agreed.
4.	Design: Retention of architectural team
ARCHITECT NOVATION	Reasonable endeavours shall be made to ensure the original design team (i.e. Alan Camp Architects LLP & 360 Architecture) continues to be employed as the project architect or design consultant to carry out the RIBA Stage 3 and 4 design work. Unless otherwise approved by the Council.
	Applicant's Position: Agreed.
5.	Affordable housing : Payment in lieu
AFFORDABLE HOUSING PAYMENT IN LIEU	Applicant is to pay a minimum of £20,700,000 (subject to BCIS All in Tender Price Index) in lieu of providing on-site affordable housing, equivalent to the maximum viable amount (as agreed between the applicant and the Council's independent assessor).
	The total sum is to be paid in three tranches linked to stages of construction, as follows: <ul style="list-style-type: none"> • 25% payable on or before Implementation (BCIS All in Tender Price Index-linked) • 50% payable on or before Practical Completion (BCIS All in Tender Price Index-linked) • 25% payable 6 months Post First Occupation (BCIS All in Tender Price Index-linked)
	Applicant's Position: Agreed.
AFFORDABLE HOUSING UNITS: EARLY STAGE REVIEW	Early Stage Review to be required if substantial implementation has not occurred within 24 months of planning permission being granted.
	In the event that an additional in-lieu affordable housing payment is required following the identification of a profit surplus through the Early Stage Review process, first occupation of the student accommodation shall be prohibited unless and until said monies (BCIS All in Tender Price Index-linked) have been paid in full.
	Applicant's Position: Agreed.
AFFORDABLE HOUSING UNITS:	Late Stage Review to be required at 9 months after first occupation of the Student Accommodation subject to upper cap of additional £8,900,000

LATE STAGE REVIEW	<p>maximum (equivalent to 50% habitable rooms @£100,000 per habitable room) and viability tested and Index Linked.</p> <p>In the event that an additional in-lieu affordable housing payment is required following the identification of a profit surplus through the Late Stage Review process, occupation of more than 75% of the student accommodation in the third academic year shall be prohibited unless and until said monies (BCIS All in Tender Price Index-linked) have been paid in full.</p> <p>Applicant's Position: Agreed.</p>
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6. 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> <p>Applicant's Position: Agreed.</p>
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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 - 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</p>
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	running from September 1 st to August 31 st).
	Applicant's Position: Agreed.
7.	Student accommodation: Occupier facilities
WHEELCHAIR PBSA UNITS DELIVERY	Provision of 30 easily adaptable wheelchair PBSA units: Applicant's Position: Agreed.
WHEELCHAIR PBSA UNITS MARKETING	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). Applicant's Position: Agreed.
8.	Local economy: Employment and training
CONSTRUCTION PHASE JOBS/ CONTRIBUTIONS	The development must: <ul style="list-style-type: none"> - deliver 63 sustained jobs of minimum 26 weeks to unemployed Southwark residents calculated on the basis of 1 resident per 500 sqm GEA; - deliver 63 short courses calculated on the basis of 1 course per 500 sqm GEA; and - support 16 construction industry apprentices during the construction phase calculated on the basis of 1 resident per 2000 sqm GEA. <p>Or make the pro-rata Employment and Training Contribution which, at maximum, would be £304,350 (RPI All Items index linked). This breaks down as:</p> <ul style="list-style-type: none"> - £270,900 against sustained jobs calculated on the basis of £4300 per shortfall in jobs; - £9,450 against short courses calculated on the basis of £150 per shortfall in courses; and - £24,000 against construction industry apprenticeships calculated on the basis of £1500 per shortfall in apprenticeships. Applicant's Position: Agreed.
CONSTRUCTION PHASE EMPLOYMENT, SKILLS AND BUSINESS PLAN	The Plan would be expected to detail: <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> Applicant's Position: Agreed.
END-USE PHASE EMPLOYMENT, SKILLS AND BUSINESS PLAN	The Plan would be expected to deliver 9 sustained jobs of minimum 26 weeks to unemployed Southwark residents Or make the pro-rata Employment in the End Use Contribution which, at maximum, would be £38,700 (RPI All Items index linked) calculated on the

	basis of £4,300 per shortfall in jobs.										
	Applicant's Position: Agreed.										
LOCAL PROCUREMENT	The applicant should allow local businesses to tender for the procurement of goods and services generated by the development both during and after construction.										
	Applicant's Position: Agreed.										
LONDON LIVING WAGE	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.										
	Applicant's Position: Agreed.										
9.	Local economy: Affordable workspace										
MINIMUM PROVISION	Not to occupy the development until no less than 1,030 square metres of affordable workspace has been fully completed in accordance with the Minimum Specification (see below).										
	Applicant's Position: Agreed.										
LIFETIME AND KEY TERMS OF LEASE	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 Lease agreements with all affordable workspace occupiers shall be subject to conditions including the following:										
	<table border="1"> <tr> <td>Rent level and any inclusions/ exclusions</td> <td>- No more than £15 per square foot GIA per annum; all to be exclusive of any rates but inclusive of service and building management charges</td> </tr> <tr> <td>Rent Review</td> <td>- Five yearly (no more than in line with RPI)</td> </tr> <tr> <td>Rent Free Period</td> <td>- up to a maximum of 12 months from the grant of the lease if requested by the tenant such period to be equivalent to any period required for any fit out of the premises by the tenant and to be reflective of the reasonable costs incurred in such fit out.</td> </tr> <tr> <td>Break clause</td> <td>- Tenants will be entitled to operate a break clause after 5 years</td> </tr> <tr> <td>Rights granted</td> <td>- Tenants will be granted rights of access including emergency escape rights - Rights of access and use of the loading facilities including loading bays and lifts - Rights of access and use of refuse facilities - Right and access and use of bicycle storage</td> </tr> </table>	Rent level and any inclusions/ exclusions	- No more than £15 per square foot GIA per annum ; all to be exclusive of any rates but inclusive of service and building management charges	Rent Review	- Five yearly (no more than in line with RPI)	Rent Free Period	- up to a maximum of 12 months from the grant of the lease if requested by the tenant such period to be equivalent to any period required for any fit out of the premises by the tenant and to be reflective of the reasonable costs incurred in such fit out.	Break clause	- Tenants will be entitled to operate a break clause after 5 years	Rights granted	- Tenants will be granted rights of access including emergency escape rights - Rights of access and use of the loading facilities including loading bays and lifts - Rights of access and use of refuse facilities - Right and access and use of bicycle storage
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	<ul style="list-style-type: none"> - Rights to connect to District Heating Network to be separately metered and charged accordingly. <p>The 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>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>The affordable workspace is to be completed in accordance with the approved minimum specification prior to first occupation.</p> <p>Applicant's Position: Agreed.</p>
<p>TENANT ELIGIBILITY</p>	<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>In the event that the affordable workspace remains unoccupied in a period of not less than 9 months from the completion of the affordable workspace and three months from the end and/or termination of any lease and/or license of the affordable workspace after first occupation, the affordable workspace may be marketed to end users living or whose business is primarily based outside the Borough.</p> <p>Applicant's Position: Agreed.</p>
<p>AFFORDABLE WORKSPACE STRATEGY</p>	<p>Not less than 6 months before the anticipated date of first occupation of any affordable workspace, an Affordable Workspace Strategy shall be submitted to and approved by the Council prior to occupation of the development, 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, and how the affordable workspace will continue to be marketed following first Occupation to ensure that the Affordable Workspace remains occupied; - 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;

	<ul style="list-style-type: none"> - 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; - community outreach programme - other details as the Council may reasonably require.
	Applicant's Position: Agreed.
EXHIBITION SPACE	At least 50 sqm exhibition space within the ground floor of the development shall be made available for use by local schools or local arts organisations or local community organisations on at least twenty five occasions (at least 8 hours for each occasion) in each calendar year for the duration of the Development at no financial cost to them. Quarterly reports are to be provided as and when requested by the Council.
	Applicant's Position: Agreed.
MONITORING	On the 1 April each year following first occupation, annual monitoring reports shall be submitted to the Council for approval. They should detail: <ul style="list-style-type: none"> - the extent to which the objectives set out within the Affordable Workspace Strategy have been achieved; - the level of occupancy of the affordable workspace and a breakdown of those in occupation by eligibility, sector and size; - an overview as to the terms of occupation of the affordable workspace including confirmation as to the amount of discount applied to rent; - measures to improve the operation of the affordable workspace;
Local Economy: Use of Premises	
USE	To retain the 7,977 sqm employment floorspace as Class E(g)(iii) or B(8) or B(2) floorspace through the lifetime of the development unless otherwise agreed in writing by the Council.
10.	Landscape and public realm: Off-site open space and trees
PUBLIC OPEN SPACE: IN-LIEU PAYMENT	Develop to pay £242,720.00 (BCIS index linked) to mitigate the failure to deliver all of the public open space requirement arising from the PBSA housing elements of the proposal calculated on the basis of £205 per shortfall of the public open space.
	Applicant's Position: Agreed.
TREE LOSS PAYMENT	In the event that any of the 14 proposed trees cannot be delivered, the developer is to pay to a sum of £10,000 per undelivered tree (BCIS index linked)
	Applicant's Position: Agreed.
11.	Transport: Construction phase mitigation
CONSTRUCTION MANAGEMENT MONITORING	Prior to implementation, the developer is to contribute £7,920 (RPI All Items index linked), based on £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.
12.	Transport: Development mitigation
LONG-TERM PROVISION OF CARGO BIKES FREE-OF-CHARGE	Prior to first occupation, the 2 x cargo bikes shall be installed and available for use, and thereafter for the lifetime of the development the cargo bikes shall remain free-of-charge and for the exclusive use of the occupiers and tenants of the commercial development.
TfL CYCLE HIRE DOCKING STATION CONTRIBUTION	Prior to first occupation, the developer is to contribute £18,789 (BCIS index linked) towards expansion of one or more TfL cycle docking stations in the vicinity of the site on the basis of 50 per 100sqm for commercial space of E(g)(iii)/B8 uses and £25 per student room
	Applicant's Position: Agreed.
TfL PUBLIC TRANSPORT CONTRIBUTION	The developer is to contribute £534,600 (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 one year prior to occupation of the student accommodation.
	Applicant's Position: Agreed.
TfL BUS STOPS ENHANCEMENT CONTRIBUTION	The developer is to contribute £100,000 (BCIS index linked) towards both the nearby northbound and southbound bus stops on Ilderton Road such as the provision of countdown or equivalent. The sum shall be paid one year prior to occupation of any part of the development.
	Applicant's Position: Agreed.
TfL LEGIBLE LONDON SIGNAGE CONTRIBUTION	Prior to implementation, with the exception of any site clearance/demolition and archaeological investigative works, the developer is to contribute £30,000 (BCIS index linked) towards provision of new Legible London signage and/or and to enhance existing Legible London signage on the site and/or within the vicinity
	Applicant's Position: Agreed.
CAR CLUB MEMBERSHIP	Within three months of the first occupation of each commercial units, free membership shall be offered to first commercial operators of the commercial units within the development to a nearby (within 800meters) Car Club vehicle provider (minimum duration of the membership is to be 1 year)
	Applicant's Position: Agreed.
REVISED DELIVERY AND SERVICING	Prior to commencement of the PBSA, a revised Delivery and Servicing Plan is to be submitted to and approved by the Council.

PLAN	<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>
DELIVERY AND SERVICING MANAGEMENT BOND	<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 £23,800, comprising:</p> <ul style="list-style-type: none"> - a cash deposit of £21,400.00 (RPI All Items index linked), calculated on the basis of £100 per three PBSA bedspaces and £100 per 500sqm non-residential floorspace; - a monitoring fee of £2,400.00 (RPI All Items index linked) 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 meets is baseline target, the Council will retain the monitoring fee.</p> <p>Applicant's Position: Agreed.</p>
DELIVERY AND SERVICING MONITORING Fee	<p>The developer is to pay a sum of £1,600 (RPI All Items index linked) towards monitoring the terms of Delivery and Service Plan and administering the Delivery and Servicing Bond.</p> <p>Applicant's Position: Agreed.</p>
EVCP PROVISION	<p>Each Blue Badge bay for commercial development and the PBSA shall be able to access active Electric Vehicle Charging Points (EVCPs), and they shall be operational from the first occupation of the commercial development and the PBSA respectively.</p> <p>The EVCPs shall be retained in full working order thereafter for the lifetime of the development.</p> <p>Applicant's Position: Agreed.</p>
PARKING PERMIT ELIGIBILITY EXCLUSION	<p>All of the PBSA occupants and tenants of the commercial space at the development shall be prohibited from being eligible for CPZ parking permits.</p> <p>Applicant's Position: Agreed.</p>
WASTE MANAGEMENT	<p>For the lifetime of the development, the owner shall ensure that a contract is in place with a commercial provider of refuse/recycling collection services.</p>

13.

	Applicant's Position: Agreed.
Transport: Highway impacts mitigation	
SCHEDULE of HIGHWAY CONDITION	<p>Prior to commencement, the developer is to submit an initial Schedule of Highway Condition to the LPA (who shall liaise with the Highways Authority) and receive its approval in writing.</p> <p>Applicant's Position: Agreed.</p>
LAND ADOPTION	<p>The developer is to dedicate the land along Ilderton Road and Sharratt Street to the Council.</p> <p>Applicant's Position: Agreed.</p>
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> <ul style="list-style-type: none"> - Provide an e-scooter and e-bike on-street bay on Sharratt Street to promote sustainable travel. - Provide 12 visitor cycle stands on Sharratt Street and 10 visitor cycle stands on Ilderton Road - Provide 14 trees along Sharratt Street and associated maintenance costs - Provide a new zebra crossing with raised table on Ilderton Road - Repave the footways including new kerbing fronting the development on Ilderton Road and Sharratt Street using materials in accordance with Southwark's Streetscape Design Manual - SSDM (precast concrete paving slabs with 150mm wide silver grey granite natural stone kerbs). - Construct new vehicular crossover on Sharratt Street in accordance with SSDM standards. - Remove the existing bellmouth entrance on Sharratt Street and rebuild kerb and footway in accordance with SSDM standards - Remove / relocate any unnecessary street furniture fronting the development in order to improve effective footway widths. - Improve pedestrian crossings in the vicinity of the development, including raised crossings and raised junctions if required. The applicant should design them in accordance with the SSDM requirements. - Promote all necessary Traffic Regulation Orders (TMOs) to amend any parking controls and any amendments to existing waiting and loading restrictions. - Refresh road markings following kerb installation. - Rectify any damaged footways, kerbs, inspection covers and street

	<p>furniture due to the construction of the development.</p> <ul style="list-style-type: none"> - Upgrade street lighting to current LBS standards Please contact George Livingstone at George.Livingstone@southwark.gov.uk for further details
	Applicant's Position: Agreed.
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>
	Applicant's Position: Agreed.
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>
	Applicant's Position: Agreed.
14. Sustainability	
CONNECTION TO DISTRICT HEAT NETWORK	<p>The developer shall use all reasonable endeavors to enter into agreements for the connection of the PBSA to a DNH and to enter into a heat agreement with a DNH provider within 12 months of the date of this agreement.</p>
FUTURE- PROOFED CONNECTION TO DISTRICT HEAT NETWORK	<p>Prior to first occupation of the commercial development, a DHN Energy Strategy must be approved setting out how the remaining part of 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>
	Applicant's Position: Agreed.
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, 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 (20.2 tonnes/CO2). This equates to 10.1 tonnes/CO2. Calculated applying the Council's current tariff rate of £95/tonne for 30 years, this is £28,731 (RPI All Items index linked).</p>
	Applicant's Position: Agreed.
CARBON OFFSET PAYMENT 2	<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</p>

	<p>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> <hr/> <p>Applicant's Position: Agreed.</p>
<p>BE SEEN MONITORING</p>	<p>Prior to implementation of the development (with the exception of 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> <hr/> <p>Applicant's Position: Agreed.</p>
<p>GREENFIELD RUNOFF RATE STRATEGY</p>	<p>Prior to occupation of the development, the measures set out in the Greenfield Run-off Rate Strategy have been delivered.</p> <hr/> <p>Applicant's Position: Agreed.</p>
<p>GREENFIELD RUNOFF RATE CONTRIBUTION</p>	<p>Within 28 days of first Occupation of each Building, the developer is to commission an independent assessment of the effectiveness of the Greenfield Run-off Rate Strategy.</p> <p>In the event of a shortfall between the actual run off rate and the target run-off rate set out within the Greenfield Run-off Rate Strategy, the developer shall pay the Greenfield Runoff Rate Contribution calculated at a rate of £366 per cubic metre of shortfall in surface water attenuation storage required (BCIS index linked).</p>

15.

Applicant's Position: Agreed.	
Administration	
Monitoring	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).
Applicant's Position: Agreed.	