

DATED 7 February 2019

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM
- (4) GLA LAND AND PROPERTY LIMITED
- (5) COUNTRYSIDE PROPERTIES (UK) LIMITED

**AGREEMENT
UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

Relating to Land at Beam Park Dagenham
Application reference 17/01307/OUT (LBBD) and P1242 (LBH)
GLA/2933a/03



Pinsent Masons

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THIS DEED is made on *7 February* 2019

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, the Queens Walk, London SE1 2AA (the "GLA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford RM1 3BB ("LBH");
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM** of Town Hall, Barking IG11 7LU ("LBBD");
- (4) **GLA LAND AND PROPERTY LIMITED** (Company number 07911046) of 55 Broadway, Westminster, London SW1H 0BD ("GLAP"); and
- (5) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company number 00614864) of *Countryside* Developer House, *PM LLP* the Drive, Brentwood, Essex CM13 3AT ("CPUK").
(authorised by all parties)

WHEREAS:-

- (A) GLAP is the freehold owner of the Site the details of which are set out in Schedule 1 and has entered into this Deed for the purpose of binding the freehold interests that comprise the Site.
- (B) LBH is the local planning authority for the purposes of section 106 of the 1990 Act, the local education authority and the highway authority for the area shown shaded orange on drawing number 448-PT-MP-PL-1118 (rev PL2) attached at Appendix 1.
- (C) LBBD is the local planning authority for the purposes of section 106 of the 1990 Act, the local education authority and the highway authority for the area shown shaded blue on drawing number 448-PT-MP-PL-1118 (rev PL2) attached at Appendix 1.
- (D) CPUK has an interest in the Site by virtue of terms agreed with GLAP under the Development Agreement for the development of the Site and has entered into this Deed to acknowledge that it will be bound by its terms.
- (E) LBBD resolved to grant planning permission pursuant to planning application reference 17/01307/OUT on 19 March 2018.
- (F) LBH resolved to refuse permission pursuant to the planning application reference P1242.17 on 5 April 2018.
- (G) On 8 May 2018, in accordance with section 2A of the 1990 Act, the Mayor of London directed that he would act as local planning authority for the purposes of determining the Planning Application.
- (H) At a representation hearing held on 28 September 2018, the Deputy Mayor of London resolved to approve the Planning Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed to secure the planning obligations mentioned herein.
- (I) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (J) LBH remains the local planning authority for the purposes of the Planning Permission and the local highway authority for the purposes of the 1980 Act for the administrative area of the London Borough of Havering and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed insofar as they relate to the LBH Administrative Area.
- (K) LBBD remains the local planning authority for the purposes of the Planning Permission and the local highway authority for the purposes of the 1980 Act for the administrative area of the London Borough of Barking and Dagenham and will be responsible with the GLA for monitoring the

discharge and enforcement of the obligations in this Deed insofar as they relate to the LBBB Administrative Area.

- (L) The Councils confirm and acknowledge that the GLA has consulted with them as to the terms of this Deed in accordance with section 2E of the 1990 Act.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:-

"the 1980 Act"	means the Highways Act 1980
"the 1990 Act"	means the Town and Country Planning Act 1990
"Approved Funder"	means Lloyds Bank Plc or such other reputable financial institution providing funding for the Development or the works or materials on the Site and/or which has taken a mortgage or charge which is secured against the Development Agreement and/or any Lease and which has been approved by GLAP
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 as amended
"Charging Schedule"	has the meaning given in the CIL Regulations
"Commencement Date"	means the date of Commencement of the Development
"Commencement of the Development"	means Implementation of the Development
"Commercial Unit"	means a business use including but not limited to retail, leisure and office, within Use Classes A1, A2, A3, A4, A5, B1, and D2
"Community Infrastructure Levy"	has the meaning given in the Planning Act 2008 (and as further defined in the CIL Regulations)
"Confirmatory Deed"	means the draft form of deed attached at Appendix 5
"Councils"	means together LBH and LBBB and "Council" means either of them as the context of the relevant obligation requires;
"CPI Index"	means the Consumer Prices Index as published the Office for National Statistics
"Developer"	means together CPUK and GLAP and their successors in title
"Development Agreement"	means the agreement dated 21 July 2017 between (1) GLA Land and Property Limited; (2) Countryside Properties (UK) Limited (3) Countryside Properties PLC; and (4) Countryside Residential Limited
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Deed or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)

"Development"	means the development of the Site in accordance with the Planning Permission
"Expert"	means an independent expert appointed in accordance with the provisions of:- <ul style="list-style-type: none"> (a) Clause 7.2 to determine a Dispute or (b) Clause 7.3 to determine a Failure to Agree Dispute
"Failure to Agree Dispute"	means a dispute between any Parties which has resulted in a failure to agree the terms of an agreement and as a result of which one of the Parties has served a notice on the other engaging Clause 7.3
"Group Company"	means in relation to a company, that company and any company which is from time to time a Holding Company of that company or a Subsidiary or Subsidiary Undertaking of that company or of such holding company (as those expressions are defined in the Companies Act 2006) and "Group Companies" shall be construed accordingly
"Implemented"	means works to implement the Development or any part thereof by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act provided that the following works shall not be regarded as material operations:- <ul style="list-style-type: none"> (a) demolition of existing structures on the Site (b) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures (c) diversion and laying of services (d) site and ground investigations and/or surveys (e) site clearance, preparation and levelling, ground earthworks including surcharging (f) archaeological investigations or works (g) ecological, landscaping and/or noise attenuation mitigation measures (h) remedial treatment of areas of contaminated land and (i) levelling and/or regrading of land in preparation for use or development <p>and "Implement" and "Implementation" shall be construed accordingly</p>

"Insolvent"	<p>means:-</p> <ul style="list-style-type: none"> (a) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of or with any creditors of CPUK (b) an application is made for an administration order in relation to CPUK (c) in relation to CPUK, an administrator is appointed, documents are filed with the court to appoint an administrator or to give notice of intention to appoint an administrator by CPUK, its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 (including any statutory extension or modification, amendment, re-enactment or replacement of the legislation)) (d) a receiver or manager or an administrative receiver is appointed in relation to any assets, property, undertakings or income of CPUK (e) a liquidator is appointed in respect of CPUK (f) a voluntary winding-up of CPUK is commenced (g) a petition is made for a winding-up order for CPUK (h) CPUK is dissolved or struck off the Register of Companies or otherwise ceases to exist or (i) CPUK is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (including any statutory extension or modification, amendment, re-enactment or replacement of the legislation)
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"L&Q"	means London and Quadrant New Homes Limited (company number 04828166) with registered office one Kings Hall Mews, Lewisham, London SE13 5JQ
"LBBD Administrative Area"	means the land shown shaded blue on drawing number 448-PT-MP-PL-1118 (rev PL2) attached at Appendix 1
"LBH Administrative Area"	means the land shown shaded brown on drawing number 448-PT-MP-PL-1118 (rev PL2) attached at Appendix 1
"LBH Phase 2 Area"	means the land shown shaded light red on plan number 448-SK-364 (rev P01) attached at Appendix 1
"Lease"	means a lease of a Phase of the Site granted by GLAP to CPUK for a term of 999 years;
"Market Housing Units"	means the Residential Units which are not Affordable Housing Units

"Occupy"	means occupation of any part of the Development for its proposed use pursuant to the Planning Permission excluding occupation for the purposes of construction and/or fitting out and/or marketing and "Occupation" and "Occupied" shall be construed accordingly
"Parties"	means the parties to this Deed and the word "Party" shall mean any one of them as the context requires
"Phase"	means a phase of the Development as shown on the Phasing Plan or any revision of the Phasing Plan agreed by LBD and LBH PROVIDED THAT where a proposed change to any Phase would alter the delivery of Affordable Housing as secured by Schedule 2 and Schedule 3 the approval of the GLA shall also be required
"Phasing Plan"	means drawing number 448-PT-MP-PL-1103 (rev PL5) attached at Appendix 1
"Planning Application"	means the cross boundary hybrid planning application for the redevelopment of the site to include 3,000 residential units (50% affordable); two 3 form entry primary schools and nursery (Use Class D1); railway station; supporting uses including retail, healthcare, multi faith worship space, leisure, community uses and estate management space (Use Classes A1, A2, A3, A4, B1, D1 and D2); energy centres; open space with localised flood lighting; public realm with hard and soft landscaping; children's play space; flood compensation areas; car and cycle parking; highway works and site preparation/ enabling works
"Planning Permission"	means the permission granted in accordance with the Planning Application a draft of which is attached at Appendix 2 and which shall apply to any planning permission subsequently granted ("Subsequent Permission") under section 73 or 73A of the 1990 Act and the Planning Permission shall be construed to include the Development as stated in the Subsequent Permission PROVIDED THAT with regard to the Subsequent Permission no new material planning considerations have arisen since the granting of the Planning Permission that requires a deed of variation to be executed in respect of the planning obligation(s) or a new planning agreement under Section 106 of the 1990 Act to be executed
"Practical Completion"	means the issue of a certificate by the Developer or the Councils in accordance with industry standard construction contracts certifying that the relevant works or a part thereof (depending on the context of the Deed) are for all practical purposes sufficiently complete to be put into use or where the context of this Deed requires Practically Completed to Shell and Core (as defined in this Deed) and "Practically Completed" shall be construed accordingly
"Residential Unit"	means a residential dwelling permitted by the Planning Permission
"Reserved Matters"	means the reserved matters which are required to be submitted for approval pursuant to condition 1 of the Planning Permission
"Reserved Matters Approval"	means approval of any of the Reserved Matters
"RPI Index"	means the Retail Prices Index (All Items Index) published by the Office of National Statistics

"Shell and Core"	means securable accommodation constructed using a steel or concrete frame that is compliant with buildings and other regulations being Wind and Watertight and permeant fenestration and glazing installed and including upper floor and ground bearing slabs blockwork party walls roof construction and waterproofing utility supplies drainage and sanitary connections conduits for internet and telecommunications accesses staircases and lift shafts but not including wall floor or ceiling finishes internal lift structures or services installations fixtures or fittings or sanitary fittings
"Site"	means the site shown edged red on plan 448-PT-MP-PL-1001 (rev PL3) attached at Appendix 1 and known as Beam Park Dagenham
"Step-in Deed"	means the deed dated 21 July 2017 and made between (1) GLAP; (2) Countryside Properties (UK) Limited; (3) Countryside Properties plc; (4) L&Q New Homes Limited; and (5) Countryside Residential Limited
"Step-in Rights"	means the action GLAP must take pursuant to the Step-in Deed before it terminates the Development Agreement pursuant to which it must offer any of L&Q, an Approved Funder or a Suitable Substitute the right via a novation to take on the obligations and rights of CPUK under the Development Agreement
"Stepping-in Party"	means the party that pursuant to the Step-in Rights has taken on the rights and obligations of CPUK under the Development Agreement
"Suitable Substitute"	means a person or entity who satisfies all of the following criteria:- <ul style="list-style-type: none"> (a) has the legal capacity, power and authority to become a party to and perform the obligations and assume the liabilities of the Developer under the this Deed (b) has either itself or through Group Companies, or employing persons having, the appropriate qualifications, experience and technical competence to carry out and complete the Development (c) has either itself or through Group Companies the resources available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations of the Developer under this Deed (d) that it either itself or through Group Companies, satisfies the qualitative selection criteria set out in the London Development Panel Framework Agreement Pre-Qualification Questionnaire (Ref: GLA 80229/PQQ, Version 3.1 (05/04/2012)) in such manner that the person would have qualified to participate in that tender process and (e) has not been responsible for any act or omission itself or through a Group Company or any of its contractors or subcontractors that has the potential to harm the reputation of the GLAP group or the Mayor of London or to bring them into disrepute

"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Wind and Watertight"	means that a building has reached a stage of construction whereby it has been erected on its foundations, the superstructure has been completed and the external windows doors have been fitted and the roofing and external wall membranes have been applied
"Working Days"	means Monday to Friday inclusive except bank or public holidays in England

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 1.4 References in this Deed to the Site includes any part of it.
- 1.5 Any reference to any enactment regulation or order includes any statutory modifications or re-enactment therefor for the time being in force.
- 1.6 References in this Deed to GLAP or Developer shall include their successors in title and assigns to the Site or any part or parts thereof and to persons claiming an interest in land through or under it.
- 1.7 References in this Deed to GLA, LBBD or LBH shall include their respective successors in function and shall, where the context so admits, include any public body in which the functions of GLA, LBBD or LBH as at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of GLA, LBBD or LBH as the case may be.
- 1.8 Any covenant by any of the Parties not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2. **STATUTORY PROVISIONS AND COVENANTS**

- 2.1 This Deed is entered into pursuant to the following powers and in connection with the performance of the functions thereunder:-
 - 2.1.1 section 106 of the 1990 Act;
 - 2.1.2 section 111 of the Local Government Act 1972;
 - 2.1.3 section 1 of the Localism Act 2011;
 - 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and
 - 2.1.5 any other powers so enabling.
- 2.2 LBH is the local planning authority by whom the provisions of this Deed are enforceable within the scope of the powers set out in Clause 2.1 in relation to the LBH Administrative Area.
- 2.3 LBBD is the local planning authority by whom the provisions of this Deed are enforceable within the scope of the powers set out in Clause 2.1 in relation to the LBBD Administrative Area.
- 2.4 The Mayor of London directed that he should determine the Planning Application pursuant to section 2A of the 1990 Act and accordingly the GLA is also a local planning authority with the power to enforce the provisions of this Deed in relation to the whole of the Site.

- 2.5 The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 the planning obligations imposed in this Deed:-
- 2.5.1 are: (a) necessary to make the Development acceptable in planning terms (b) directly relate to the Development; and (c) fairly and reasonably relate in scale and kind to the Development; and
- 2.5.2 do not provide for the funding or provision of an infrastructure project or type of infrastructure where five or more separate planning obligations which relate to planning permissions granted for development within the administrative area of LBBB or LBH and which provide for the funding or provision of that infrastructure project or provide for the funding or provision of that type of infrastructure have been entered into since 6 April 2010.
- 2.6 After the date of this Deed, if the Developer submits any application for planning permission for any development on the Site (or on land which includes the Site or any part of the Site) or any application for amendments or modifications to a planning permission, it shall for the avoidance of doubt, ensure that the viability appraisal (if any) submitted in support of that application assumes a benchmark land value that:-
- 2.6.1 takes into account the obligations in this Deed;
- 2.6.2 disregards any effect paragraph 10 of Schedule 2 on the value of the Affordable Housing Units and the Additional Affordable Housing Units; and
- 2.6.3 assumes that the Affordable Housing Units and the Additional Affordable Housing Units will remain as Affordable Housing in perpetuity.

3. **LAND BOUND AND LIABILITY**

- 3.1 The obligations, covenants and undertakings on the part of the Developer in this Deed are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's respective interests in the Site as set out in the recitals to this Deed and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of any one or more of the powers referred to in Clause 2.1.
- 3.2 GLAP covenants that no works to Implement the Development shall be undertaken on a Phase unless and until a Lease for that relevant Phase has been granted by GLAP to CPUK and that evidence of the same has been provided to GLA and the Councils.
- 3.3 Notwithstanding GLAP's agreement to bind its freehold interests in the Site pursuant to Clause 3.1 and subject to Clause 3.4 GLAP shall not be liable for the performance of the obligations, covenants and undertakings on the part of the Developer contained within this Deed unless and until any of the following events occur:-
- 3.3.1 the Development Agreement is terminated by any means whatsoever;
- 3.3.2 the Development Agreement is assigned by CPUK;
- 3.3.3 the Development Agreement is novated by GLAP or CPUK PROVIDED THAT this event shall not trigger liability on the part of GLAP so long as the Stepping-in Party:-
- (a) is L&Q or an Approved Funder or a Suitable Substitute; and

- (b) has entered into a Confirmatory Deed;
- 3.3.4 in respect of any Phase the Lease of that Phase has been forfeited, surrendered or otherwise terminated SAVE THAT this shall not apply in respect of any surrender that is required:-
- (a) pursuant to the Marsh Way Agreement (as defined in Schedule 11) or the Station Agreement (as defined in Schedule 14);
 - (b) under the terms of any Lease in respect of either a transfer to a Utility Undertaker or to any public or statutory authority in connection with common services or highways; or
 - (c) in order to effect the transfer of an individual Residential Unit to an individual purchaser;
- 3.3.5 GLAP occupies or takes possession of the whole or any part of the Site;
- 3.3.6 GLAP and/or any entity and/or person acting on its behalf is carrying out the whole or any part of the Development;
- 3.3.7 CPUK becomes Insolvent PROVIDED THAT this event shall not trigger liability on the part of GLAP if the Step-In Rights have been exercised and the Stepping-In Party:-
- (a) is L&Q or an Approved Funder or a Suitable Substitute; and
 - (b) has entered into a Confirmatory Deed;
- 3.3.8 CPUK assigns a Lease to a third party.
- 3.4 Clause 3.3:-
- 3.4.1 does not apply to Clause 3.2 or Clause 3.5; and
 - 3.4.2 is personal to GLAP and shall not benefit its successors in title and in the event GLAP disposes of its freehold interests or any part thereof in the Site or grants a lease of any part of the Site its successors in title shall be fully liable under this Deed.
- 3.5 In the event of a breach of any obligation contained within this Deed by CPUK and where such breach also constitutes a breach of an obligation under a Lease, GLAP will immediately take any and all steps to enforce the terms of the relevant Lease, including but not limited to action to forfeit the Lease and issuing, commencing or otherwise bringing proceedings, against CPUK or any other third party to GLA's satisfaction.
- 3.6 This Deed shall not be enforceable against:-
- 3.6.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site as a Utility Undertaker;
 - 3.6.2 individual occupiers of the Commercial Units constructed on the Site pursuant to the Planning Permission; or
 - 3.6.3 individual owners, individual occupiers or individual lessees in each case of individual Residential Units except in respect of the obligations in paragraph 7 of Schedule 2.
4. **CONDITIONS PRECEDENT**
- 4.1 Clauses 1 to 7 shall take effect on the date on this Deed.

4.2 The covenants given by the Parties in the Schedules to this Deed shall not take effect until the Planning Permission has been granted and the Development has been implemented.

5. **GLAP'S AND CPUK'S COVENANTS**

5.1 GLAP and CPUK jointly and severally on behalf of themselves and their successors in title covenant to the GLA, LBH and LBBD that they shall:-

5.1.1 perform and comply with, and shall procure performance of and compliance with, each and every of the obligations, covenants and undertakings on the part of themselves and the Developer contained in the Clauses of, and Schedules to, this Deed;

5.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out;

5.1.3 not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters on the part of the Developer set out in this Deed;

5.1.4 to comply with reasonable requests to provide documentation within their respective possessions (and at their respective expenses) for the purposes of monitoring compliance with the obligations in this Deed;

5.1.5 to act in good faith and to co-operate with the Councils and the GLA to facilitate the discharge and performance of all obligations contained in this Deed; and

5.1.6 notify each of the GLA, LBH and LBBD of the dates and information set out in Appendix 4 at least 5 (five) Working Days prior the date on which it is anticipated that each event will occur.

PROVIDED THAT it is acknowledged and agreed by the GLA, LBH and LBBD that GLAP's liability pursuant to this Clause 5.1 is subject to the provisions of Clause 3.3.

5.2 CPUK covenants on behalf of itself only as follows:-

5.2.1 with LBBD to pay the reasonable legal costs of LBBD in connection with the preparation and completion of this Deed such costs not to exceed £7,000;

5.2.2 with LBH to pay the reasonable legal costs of LBH in connection with the preparation and completion of this Deed such costs not to exceed £7,000;

5.2.3 with GLAP to pay the reasonable legal costs of the Developer in connection with the preparation and completion of this Deed; and

5.2.4 with the GLA to pay the reasonable legal costs of the GLA in connection with the preparation and completion of this Deed.

6. **COUNCIL'S COVENANTS**

The Councils each covenant with the Developer and its successors in title to observe and perform the obligations on their respective parts that are set out in the Schedules to this Deed.

7. AGREEMENTS AND DECLARATIONS

The Parties hereto hereby agree and declare as follows:-

7.1 Revocation

This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of the Developer) if the Planning Permission having been granted shall lapse without first having been Implemented or shall be varied or revoked other than at the request of the Developer or the Planning Permission having been granted is quashed following a successful legal challenge.

7.2 Resolution of Disputes

7.2.1 Save where this Deed specifies that Clause 7.3 may be engaged one Party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

7.2.2 The Notice must specify:-

- (a) the nature, basis and brief description of the Dispute;
- (b) the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- (c) the proposed Expert.

7.2.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 7.2.7 provides otherwise) to nominate the Expert at their joint expense.

7.2.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, each Party to the Dispute shall bear its own costs.

7.2.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

7.2.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

7.2.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-

- (a) if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- (b) if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

- (c) if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- (d) if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- (e) in all other cases, the President of the Law Society to nominate the Expert.

7.3 Failure to agree a document

7.3.1 Where an obligation in this Deed allows for a Party to engage this Clause 7.3 that Party shall serve on the other a notice ("**Settlement of Agreement Notice**") which shall specify the following:-

- (a) the nature and a brief description of the relevant agreement or document the terms of which the relevant Parties have not been able to agree;
- (b) the paragraph of the Schedule which requires the relevant agreement or document to be entered into; and
- (c) the Expert who is proposed to settle its terms.

7.3.2 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Settlement of Agreement Notice then either Party may request the President of the Law Society to nominate the Expert at their joint expense.

7.3.3 Within five Working Days of the Expert's appointment the Party who served the Settlement Agreement Notice shall send to the Expert:-

- (a) a copy of the draft agreement or document (if any) insofar as it has been progressed; and
- (b) details of the terms in respect of which the Parties have failed to reach agreement.

7.3.4 As soon as reasonably practicable and in any event within 40 Working Days following his receipt of the information referred to at Clause 7.3.3 the Expert shall settle the terms of the agreement or document that is the subject of the Failure to Agree Dispute and issue a copy (the "**Final Agreement**") to each Party for execution.

7.3.5 The Final Agreement will (in the absence of manifest error) be final and be accepted by the Parties to the Failure to Agree Dispute and the Expert's costs in fulfilling his duties pursuant to this Clause 7.3 shall be at his discretion or in the event that he makes no determination, each Party to the Failure to Agree Dispute shall bear its own costs.

7.3.6 Following their receipt of the Final Agreement from the Expert pursuant to Clause 7.3.4 each Party shall enter into it within 10 Working Days.

7.4 Local Land Charge

This Deed shall be registered as a local land charge by LBBB and LBH under the Local Land Charges Act 1975.

7.5 Payment and Repayment

7.5.1 Where in any Schedule to this Deed a financial contribution is payable to either LBH or LBBB and such financial contribution is defined as being paid to secure

a particular purpose or contribute towards the provision of specific facilities or infrastructure that contribution shall only be applied to secure that purpose or provide those facilities or infrastructure.

- 7.5.2 Unless expressly stated otherwise in this Deed, if any amount of money paid to LBBB or LBH under this Deed remains unspent and/or is not committed to be spent within 10 (ten) years of the date that amount was paid to LBBB or LBH, they shall respectively repay such amount of money to the person who paid it together with any interest accrued thereon.

7.6 **Indexation**

- 7.6.1 The financial contributions payable to LBBB, LBH or the GLA under this Deed and any other contribution or sum which is referred to as being "Indexed" shall be increased (but not decreased) by the application of the formula:-

$$A = B \times (C/D)$$

Where:-

A is the sum payable under this Deed;

B is the original sum calculated as the sum payable;

C is the RPI Index for the month 2 months before the date on which the sum is payable;

D is the RPI Index for the month 2 months before the date of this Deed

- 7.6.2 The maximum household income levels specified in Column 2 of the table in the definition of "Priority Band 1" which is contained in paragraph 1.1 of Schedule 2 shall be adjusted by the application of the formula:-

$$A = B \times (C/D)$$

Where:-

A is relevant maximum household income for the purposes of this Deed;

B is the relevant original maximum household income specified in Column 2 of the table in the definition of "Priority Band 1" which is contained in paragraph 1.1 of Schedule 2 as at the date of this Deed;

C is the CPI Index for the month 2 months before the date on which the relevant Initial Marketing Period (as defined in Schedule 2) commences;

D is the CPI Index for the month 2 months before the date of this Deed

7.7 **Interest on late payments**

If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

7.8 **VAT**

- 7.8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof.

7.8.2 The Developer shall indemnify the Councils and the GLA against any value added tax properly payable on any sums payable pursuant to this Deed upon presentation of an appropriate value added tax invoice addressed to the Developer.

7.9 **LBH CIL Charging Schedule**

In the event that a Community Infrastructure Levy Charging Schedule is approved and adopted by LBH and comes into effect in relation to any part or parts of the Development relating to those parts of Phase 2 that are located within the LBH Administrative Area then any financial contribution payable to LBH under the terms of this Deed which is for an infrastructure project or type of infrastructure set out in that Charging Schedule shall be taken into account by LBH as charging authority when determining the levy amount payable under that Charging Schedule

7.10 **Severance**

If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

7.11 **Consents**

Where under this Deed any approval, consent or agreement is required to be given by any Party such approval, consent or agreement shall not be unreasonably withheld or delayed.

7.12 **Notices**

Unless otherwise specified in this Deed all notices, requests, demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class post to the party to which such notice request demand or other written communication is to be given or made under this Deed and supported by an email with a copy of the notice attached and addressed as follows (or to such other address as may be notified in accordance with this Clause):-

- 7.12.1 if to GLAP to 55 Broadway, Westminster, London SW1H 0BD;
- 7.12.2 if to Developer marked for the attention of the Company Secretary at Developer House, the Drive, Brentwood, Essex CM13 3AT;
- 7.12.3 if to LBBD marked for the attention of the Head of Planning at Town Hall, Barking IG11 7LU;
- 7.12.4 if to LBH marked for the attention of the Director of Planning Town Hall, Main Road, Romford RM1 3BB; and
- 7.12.5 if to the GLA marked for the attention of the Chief Planner at Planning Unit, Development, Enterprise and Environment, City Hall, The Queen's Walk, London SE1 2AA.

Conbridge
PM LLP
(authorised by
and on
behalf of
all
parties)

7.13 **No Fetter on Discretion**

Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the GLA, LBBD and LBH in the exercise of their statutory functions and the rights and powers duties and obligations of the GLA, LBBD and LBH may be as fully and effectually exercised as if they were not a party to this Deed.

7.14 GLA right of step-in

The Parties agree and acknowledge that the GLA may at its absolute discretion and at any time by notice in writing to the relevant Parties involved specify that it shall become the determining authority in substitution for either LBBB or LBH (as applicable) for the purposes of any obligation contained within this Deed.

7.15 No waiver

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

7.16 Headings

The Clause headings do not affect the interpretation of this Deed.

7.17 Contracts (Rights of Third Parties) Act 1999

7.17.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.18 Jurisdiction

This Deed is to be governed by and interpreted in accordance with the law of England; and the Courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

7.19 Execution

The parties hereto have executed this document as a Deed on the day and year first before written.

SCHEDULE 1

LAND OWNERSHIP

Means the development site at Beam Park Thames Avenue Dagenham shown edged red on plan 448-PT-MP-PL-1001 (rev PL3) attached to this Deed at Appendix 1 and registered at the Land Registry under title numbers EGL435281; EGL396608; EGL432298; and TGL486188.

SCHEDULE 2

AFFORDABLE HOUSING

1. DEFINITIONS

1.1 Defined terms in this Schedule 2 shall have the following meanings:-

"Affordable Housing" means housing that will be provided by means of a subsidy that will enable the asking price or rent to be lower than the prevailing open market prices or open market rents which are available to persons who cannot afford to buy or rent housing generally on the open market including London Affordable Rent Housing, London Living Rent Housing and Shared Ownership Housing or any other tenure that is set out in an Affordable Housing Scheme and which has been approved by the relevant Council or the GLA (as applicable)

"Affordable Housing Delivery Period" means the period commencing on the date upon which Phase 2 is commenced and ending on the date of Practical Completion of the final Phase of the Development

"Affordable Housing Scheme" means a scheme for the provision of Affordable Housing Units within any Phase of the Development which shall include details of the types, size, number, confirmation of tenures and locations of the Affordable Housing Units which are proposed to be located within the Phases to which it relates and which must be consistent with the requirements of paragraph 2 of this Schedule

"Affordable Housing Units" means a Residential Unit that must be provided as Affordable Housing pursuant to the requirements of paragraph 2 of this Schedule

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee" means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 10.1.1 of this Schedule 2:-

(a) in the case of service by delivery by hand of the Default Notice to both Council's offices as set out at paragraph 10.1.1 of this Schedule 2 during normal business hours (being 9am to 5pm on any Working Day), the date on which the Default Notice is so delivered or

(b) in the case of service by using first class registered post to both Council's offices as set out at paragraph 10.1.1 of this Schedule 2 the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal

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M Ltd
(authorised
by and on
behalf
of all
parties)*

Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the relevant Council (by Royal Mail proof of delivery or otherwise)

- "Default Notice"** means a notice in writing served on the relevant Council by the Chargee under paragraph 10.1.1 of this Schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
- "Elected Unit"** means an LLR Unit that the tenant of which has elected to acquire as a London Shared Ownership Unit pursuant to paragraph 5.1 of this Schedule 2
- "Eligible Purchaser"** means households whose annual income complies with the affordability criteria published annually by the Mayor of London or the successor authority to reflect the changes in income/house price ratios
- "Eligible Renters"** means:-
- (a) existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area or
 - (b) persons who are living with family and who do not have sufficient combined current savings to purchase a home in the local area
- and in either case whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
- "GLA Capital Funding Guide"** means the Affordable Housing Capital Funding Guide published by the GLA and as the same may be updated or replaced from time to time
- "Household"** means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing unit or renting a London Living Rent Housing unit (as appropriate) share that London Shared Ownership Housing unit or London Living Rent Housing unit with A and one another as the only or main residence of both A and such other persons;
- "Household Income"** means:
- (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household and
 - (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households

"Initial Marketing Period"	means in respect of each Phase a period of three months commencing not earlier than the date which is nine months prior to the date on which it is anticipated that the first London Shared Ownership Unit within that Phase will be ready for Occupation
"Intention Notice"	means a notice in writing served on the Chargee by the relevant Council under paragraph 10.2 that the relevant Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Intermediate Units"	means Residential Units that are Occupied as any of London Living Rent Housing or London Shared Ownership Housing
"LAR Units"	means Residential Units that are Occupied as London Affordable Rent Housing
"LBBD Affordable Housing Scheme"	means an Affordable Housing Scheme for Affordable Housing Units which are proposed to be provided within a Phase which is located within the LBBD Administrative Area and which may be amended from time to time with the prior written approval of LBBD
"LBH Affordable Housing Scheme"	means an Affordable Housing Scheme for Affordable Housing Units which are proposed to be provided within any Phase which is located within the LBH Administrative Area and which may be amended from time to time with the prior written approval of LBH
"LLR Units"	means Residential Units that are Occupied as London Living Rent Housing
"Local Residents"	means:- <ul style="list-style-type: none"> (a) for London Shared Ownership Units that are situated within the LBBD Administrative Area a person living in or working in or with a local connection to the London Borough of Barking and Dagenham and (b) for London Shared Ownership Units that are situated within the LBH Administrative Area a person living in or working in or with a local connection to the London Borough of Havering
"London Affordable Rent Housing"	means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:- <ul style="list-style-type: none"> (a) including Service Charges, up to 80 per cent of local market rents and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance
"London Design Standards"	means the applicable housing design standards set out in the Mayor of London's Housing Supplementary Guidance (2016) or any such housing design standards which replace that with or without modification

"London Living Rent Housing"

means rented housing provided by an Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy at rents not exceeding the relevant maximum rents published by the GLA annually and on the basis that average annual housing costs, including rent and Service Charges must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report

"London Shared Ownership Housing"

means housing:-

- (a) provided in accordance with the relevant policies and requirements for London Shared Ownership adopted by the Mayor of London from time to time including paragraphs 19-24 of the Mayor of London's Affordable Housing Programme 2016-2021 and
- (b) offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report

and **"London Shared Ownership Lessee"** shall be construed accordingly

"London Shared Ownership Unit"

means a unit of London Shared Ownership Housing

"Mayor's Funding Guidance"

means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 10.1.1 of this Schedule 2 the period from (and including) the Date of Deemed Service on the relevant Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the relevant Council)

"Nominations Agreement"

means an agreement to be entered between a Registered Provider and either LBH or LBBB (as applicable) in a form to be agreed between the relevant Council and the Registered Provider (both parties acting reasonably and without unreasonable delay) and which provides the relevant Council with flexible nomination rights in respect of the LAR Units to which it relates

- "Option"** means the option to be granted to the relevant Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 10.3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
- "Phase 1 Accommodation and Area Schedule"** means the schedule labelled '448 Beam Park - Phase 1 Accommodation and Area Schedule' and which is attached at Appendix 3
- "Priority Band 1"** means in respect of each London Shared Ownership Unit size listed in column 1 of the table below the Eligible Purchaser shall have a Household Income that does not exceed the amount specified in the corresponding row of column 2:-

Column 1: London Shared Ownership Unit Size	Column 2: Maximum Household Income
1 bed	£42,200
2 bed (3 people)	£52,150
2 bed (4 people)	£59,550
3 bed	£64,000

PROVIDED THAT the Household Income levels specified in Column 2 shall be adjusted in accordance with Clause 7.6.2 PROVIDED FURTHER THAT such adjustment shall be capped at the annual gross income upper limit specified in the London Plan Annual Monitoring Report

- "Priority Band 2"** means that the Eligible Purchaser shall have a Household Income that does not exceed the annual gross income upper limit for London Shared Ownership Housing as specified in the London Plan Annual Monitoring Report such amount being £90,000 as at the date of this Deed
- "Rent Guidance"** means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
- "Rent Standard"** means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation

"RTA (Right to Acquire) Purchaser"	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes
"Registered Provider"	means London and Quadrant Housing Trust or another provider of social housing which is within the meaning of Section 80 of the Housing and Regeneration Act 2008 and registered as such pursuant to Section 116 of the Housing and Regeneration Act 2008 and whose terms of approval or accreditation have been evidenced to the reasonable satisfaction of LBBB or LBH (as applicable)
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant LAR Unit, LLR Unit or London Shared Ownership Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that LAR Unit, LLR Unit or London Shared Ownership Unit
"Social Rented Housing"	means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Unit up to a maximum of 100 per cent equity
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time

2. PROVISION OF AFFORDABLE HOUSING

Overall Provision

- 2.1 The Developer covenants that:-
- 2.1.1 upon Practical Completion of the Development not less than 50% of the Residential Units shall be provided as Affordable Housing;
 - 2.1.2 not less than 39% of the Residential Units that are constructed within each Phase shall be provided as Affordable Housing; and
 - 2.1.3 at all times during the Affordable Housing Delivery Period not less than 42.5% of the Residential Units shall be provided as Affordable Housing.
- 2.2 The Affordable Housing Units must be provided in accordance with the following requirements:-
- 2.2.1 not less than 314 Residential Units shall be provided as London Affordable Rent Housing and of these 70 LAR Units shall be provided in Phase 1; and

2.2.2 not less than 30% of the Intermediate Units shall be provided as London Living Rent Housing.

Phase 1

2.3 The Developer covenants that the Affordable Housing Units within Phase 1 shall be provided in accordance with the Phase 1 Accommodation and Area Schedule.

Phase 2

2.4 Prior to the Implementation of Phase 2 the Developer shall submit:-

2.4.1 a LBH Affordable Housing Scheme to LBH for approval in respect of the Affordable Housing Units that are proposed to be located within that part of Phase 2 that is within the LBH Administrative Area; and

2.4.2 a LBBB Affordable Housing Scheme to LBBB for approval in respect of the Affordable Housing Units that are proposed to be located within that part of Phase 2 that is within the LBBB Administrative Area

and Phase 2 shall not be Implemented until each of the Affordable Housing Schemes referred to in 2.4.1 and 2.4.2 have been approved in writing by each respective Council.

Phases 3 to 8

Prior to the Implementation of each of Phases 3 to 8 the Developer shall submit a LBBB Affordable Housing Scheme to LBBB for approval and each of Phases 3 to 8 shall not be Implemented until LBBB has approved in writing the LBBB Affordable Housing Scheme for the relevant Phase.

3. DELIVERY OF AFFORDABLE HOUSING

Phase 1

3.1 The Developer covenants that:-

3.1.1 No more than 80% of the Market Housing Units in Phase 1 shall be Occupied until:-

- (a) 80% of the Affordable Housing Units in Phase 1 have been completed and are ready for Occupation; and
- (b) the remaining 20% of the Affordable Housing Units in Phase 1 are Wind and Watertight.

3.1.2 The Affordable Housing Units that are referred to in sub-paragraph 3.1.1(b) shall be completed and made ready for Occupation by not later than the date which is 12 months from the date on which the works to make them Wind and Watertight have been completed.

LAR Units - Phases 2 to 8

3.2 The Developer covenants that not more than 40% of the Market Housing Units in each of Phases 2 to 8 shall be Occupied until the LAR Units which are required to be delivered in the relevant Phase pursuant to the relevant Affordable Housing Scheme have been completed and made ready for Occupation.

3.3 The Developer covenants that:-

3.3.1 no Market Housing Units in Phase 3 shall be Occupied until all of the LAR Units which are required to be provided in Phase 2 have been completed and are ready for Occupation.

- 3.3.2 no Market Housing Units in Phase 4 shall be Occupied until all of the LAR Units which are required to be provided in Phase 3 have been completed and are ready for Occupation;
- 3.3.3 no Market Housing Units in Phase 5 shall be Occupied until all of the LAR Units which are required to be provided in Phase 4 have been completed and are ready for Occupation;
- 3.3.4 no Market Housing Units in Phase 6 shall be Occupied until all of the LAR Units which are required to be provided in Phase 5 have been completed and are ready for Occupation;
- 3.3.5 no Market Housing Units in Phase 7 shall be Occupied until all of the LAR Units which are required to be provided in Phase 6 have been completed and are ready for Occupation;
- 3.3.6 no Market Housing Units in Phase 8 shall be Occupied until all of the LAR Units which are required to be provided in Phase 7 have been completed and are ready for Occupation; and
- 3.3.7 the final 60% of the Market Housing Units in Phase 8 shall not be Occupied until all of the LAR Units which are required to be provided in Phase 8 have been completed and are ready for Occupation.

Intermediate Units – Phases 2 to 8

- 3.4 The Developer covenants that not more than 80% of the Market Housing Units in each of Phases 2 to 8 shall be Occupied until the Intermediate Units which are required to be delivered in the relevant Phase pursuant to the relevant Affordable Housing Scheme have been completed and made ready for Occupation.
- 3.5 The Developer covenants that:-
 - 3.5.1 no Market Housing Units in Phase 3 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 2 have been completed and are ready for Occupation;
 - 3.5.2 no Market Housing Units in Phase 4 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 3 have been completed and are ready for Occupation;
 - 3.5.3 no Market Housing Units in Phase 5 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 4 have been completed and are ready for Occupation;
 - 3.5.4 no Market Housing Units in Phase 6 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 5 have been completed and are ready for Occupation;
 - 3.5.5 no Market Housing Units in Phase 7 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 6 have been completed and are ready for Occupation;
 - 3.5.6 no Market Housing Units in Phase 8 shall be Occupied until all of the Intermediate Units which are required to be provided in Phase 7 have been completed and are ready for Occupation; and
 - 3.5.7 the final 20% of the Market Housing Units in Phase 8 shall not be Occupied until all of the Intermediate Units which are required to be provided in Phase 8 have been completed and are ready for Occupation.

4. CONVERSION OF LONDON SHARED OWNERSHIP UNITS TO LLR UNITS

The Developer shall be permitted to convert any London Shared Ownership Units that have been secured under an approved Affordable Housing Scheme into LLR Units PROVIDED THAT if the Developer exercises its right under this paragraph 4 it shall notify the GLA of the number and location of the London Shared Ownership Units that have been converted to LLR Units on not less than an annual basis.

5. CONVERSION OF LLR UNITS TO LONDON SHARED OWNERSHIP UNITS

5.1 In respect of each LLR Unit the tenant of that LLR Unit may at any time during their tenancy elect to acquire their LLR Unit as a London Shared Ownership Unit provided that they are an Eligible Purchaser at the time of purchase.

5.2 Upon completion of a purchase pursuant to paragraph 5.1 the relevant Elected Unit shall be treated as a London Shared Ownership Unit for the purposes of this Deed.

5.3 On the date which is 10 years from the date on which each LLR Unit is first Occupied the Developer shall be permitted to convert that LLR Unit to a London Shared Ownership Unit.

5.4 If any LLR Units are converted to London Shared Ownership Units pursuant to this paragraph 5 the Developer shall notify the GLA of the number and location of the LLR Units that have been converted to London Shared Ownership Units on not less than an annual basis.

6. TRANSFER TO REGISTERED PROVIDER, NOMINATIONS AGREEMENT AND DESIGN AND CONSTRUCTION STANDARDS

6.1 The Developer covenants that it will use all reasonable endeavours to transfer the Affordable Housing Units that are provided within each Phase to a Registered Provider prior to the date upon which they are completed and made ready for Occupation.

6.2 The Developer shall procure that each Registered Provider to whom LAR Units are transferred pursuant to paragraph 6.1 shall use all reasonable endeavours to enter into a Nominations Agreement in respect of those Affordable Housing Units.

6.3 The Developer covenants that the Affordable Housing Units shall be designed and constructed in accordance with the London Design Standards and the relevant Affordable Housing Scheme.

7. USE AS AFFORDABLE HOUSING

The Developer covenants that it shall not:-

7.1 occupy the London Shared Ownership Units for any purpose other than as London Shared Ownership Housing for the lifetime of the Development and in compliance with the requirements of paragraph 8 of this Schedule 2;

7.2 occupy each LLR Unit for any purpose other than as London Living Rent Housing for the lifetime of the Development and this covenant is subject to the provisions of paragraph 5; and

7.3 occupy the LAR Units for any purpose other than as London Affordable Rent Housing for the lifetime of the Development.

8. MARKETING OF LONDON SHARED OWNERSHIP UNITS AND LBH PRIORITIES

8.1 The Developer covenants as follows:-

8.1.1 that for each Phase during the Initial Marketing Period each London Shared Ownership Unit within that Phase shall be marketed for sale exclusively to Eligible Purchasers who are Local Residents and who are within Priority Band 1; and

8.1.2 following the expiry of the three month period referred to in sub-paragraph 8.1.1 each London Shared Ownership Unit that has not been sold shall be marketed for sale only to Eligible Purchasers who are within Priority Band 1 and Priority Band 2.

8.2 If during the Initial Marketing Period the Developer receives expressions of interest to purchase the relevant London Shared Ownership Units from both Eligible Purchasers who are Local Residents and who fall within Priority Band 1 and Eligible Purchasers who are not Local Residents and do not fall within Priority Band 1 then the Developer shall make an offer to purchase a London Shared Ownership Unit to all Eligible Purchasers who are Local Residents and who fall within Priority Band 1 before it makes any such offers to any other Eligible Purchasers.

8.3 The Developer covenants that the Shared Ownership Units shall not be Occupied unless the requirements of paragraphs 8.1 and 8.2 have been complied with.

8.4 For all London Shared Ownership Units that are located within the LBH Administrative Area the Developer shall prioritise Eligible Purchasers in accordance with the requirements of the GLA Capital Funding Guide.

9. **EXCLUSION OF LIABILITY – INDIVIDUAL PURCHASERS AND OCCUPIERS**

9.1 The obligations and restrictions contained in this Schedule 2 shall not bind:-

9.1.1 any RTA Purchaser;

9.1.2 any mortgagee or chargee of a London Shared Ownership Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease; or

9.1.3 any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing.

10. **EXCLUSION OF LIABILITY**

10.1 In order to benefit from the protection granted by this paragraph 10, a Chargee must:-

10.1.1 serve a Default Notice on the relevant Council by delivery by hand to the relevant Council's offices during normal business hours (9am to 5pm on any Working Day) or using first class registered post to the relevant Council's offices and in the case of LBBD addressed to the Director of Inclusive Growth and in the case of LBH addressed to Director of Housing, London Borough of Havering, Housing Services, Mercury House, Mercury Gardens, Romford RM1 3SL prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

10.1.2 when serving the Default Notice, provide to the relevant Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

10.1.3 subject to paragraph 10.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 10.3 below.

10.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the relevant Council may serve an Intention Notice on the Chargee.

- 10.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the relevant Council and the Chargee), the Chargee will grant the relevant Council (and/or the relevant Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:-
- 10.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 10.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 10.4.2 below or determined in accordance with paragraph 10.5 below;
 - 10.3.3 provided that the purchase price has been agreed in accordance with paragraph 10.4.2 below or determined in accordance with paragraph 10.5 below, but subject to paragraph 10.3.4 below, the relevant Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 10.3.4 the Option will expire upon the earlier of (i) notification in writing by the relevant Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 10.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 10.4 Following the service of the Intention Notice:-
- 10.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the relevant Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 10.4.2 the relevant Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:-
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 2; and
 - (b) (unless otherwise agreed in writing between the relevant Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
- 10.5 On the date falling one calendar month after service of the Intention Notice, if the relevant Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 10.4.2(a) above:-
- 10.5.1 the relevant Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 10.5.2 if, on the date falling one calendar month after service of the Intention Notice, the relevant Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- 10.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 10.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
 - 10.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 10.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 10.5.6 the independent surveyor shall make his/her decision and notify the relevant Council, the relevant Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 10.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 10.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraph 7 of this Schedule 2 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:-
- 10.6.1 the relevant Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 10.6.2 the relevant Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 10.6.3 the relevant Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 10.7 The relevant Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 10.1 to 10.6 above (inclusive).

SCHEDULE 3

VIABILITY REASSESSMENT

1. DEFINITIONS

1.1 Defined terms in this Schedule 3 shall have the following meanings:-

"Additional Affordable Housing Units"	means Intermediate Units which are to be converted to LAR Units (both as defined in Schedule 2) pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 4 of this Schedule 3
"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Developer and submitted to the GLA in accordance with this Schedule 3 detailing the Additional Affordable Housing Units to be provided and which:- (a) confirms which Intermediate Units are to be converted into Additional Affordable Housing Units (b) sets out the proposed distribution of the Additional Affordable Housing Units between the LBBD Administrative Area and the LBH Administrative Area (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units and (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.6 of this Schedule 3 applies
"Allocated Proportions"	means:- (a) 72.2% to LBBD and (b) 27.8% to LBH
"Average London Living Rent Housing Value"	means the average value of London Living Rent Housing (as defined in Schedule 2) floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA and the Developer
"Average London Shared Ownership Housing Value"	means the average value of London Shared Ownership Housing (as defined in Schedule 2) floorspace per square metre at the relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA and the Developer
"Average Low Cost Rent Housing Value"	means the average value of London Affordable Rent Housing (as defined in Schedule 2) floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA and the Developer

"Average Market Housing Value"	means the average value of Market Housing Unit floorspace per square metre on the Site at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA and the Developer
"Blocks K and L"	means K Block and L Block which are located within Phase 1 and which are marked as such and edged blue on drawing number L(00)_005 (rev A) which is attached at Appendix 1
"Build Costs"	<p>means the build costs comprising construction of the Development attributable to the Market Housing Units supported by evidence of these costs to the GLA's reasonable satisfaction including but not limited to:-</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract (b) receipted invoices (c) costs certified by the Developer's quantity surveyor, costs consultant or agent <p>but for the avoidance of doubt build costs exclude:-</p> <ul style="list-style-type: none"> (d) professional, finance, legal and marketing costs and (e) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses
"Development Viability Information"	<p>means the information required by Formula 1a and Formula 2 being:-</p> <ul style="list-style-type: none"> (a) Estimated GDV (b) Estimated Build Costs (c) Average Market Housing Value (d) Average Low Cost Rent Housing Value; (e) Average London Living Rent Housing Value and (f) Average London Shared Ownership Housing Value <p>and including in each case supporting evidence to the GLA's reasonable satisfaction</p>
"Estimated Build Costs"	<p>means the sum of:-</p> <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred at the Review Date and (b) the actual Build Costs incurred at the Review Date

"Estimated GDV"	<p>means the price at which a sale of the Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 3 of this Schedule 3 based on detailed comparable market evidence to be assessed by the GLA and assuming:-</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
"External Consultant"	<p>means the external consultant(s) appointed by the GLA to assess the information submitted pursuant to paragraph 3 of this Schedule 3</p>
"Formula 1a"	<p>means the formula identified as "Formula 1a" within the annex to this Schedule 3</p>
"Formula 2"	<p>means the formula identified as "Formula 2" within the annex to this Schedule 3</p>
"Habitable Room"	<p>means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls</p>
"Public Subsidy"	<p>means funding from the GLA and/or LBH and/or LBBB together with any additional public subsidy secured by the Developer to support the delivery of the Development</p>
"Review Date"	<p>means the date of the submission of the Development Viability Information pursuant to paragraph 3 of this Schedule 3</p>
"Substantial Implementation"	<p>means the Development has been Implemented and the following has occurred:-</p> <ul style="list-style-type: none"> (a) letting of a contract for the construction of Phase 1 (b) completion of all ground preparation works for all of Phase 1 and all of the Phase 1 enabling works (c) completion of the foundations for all of Blocks K and L and (d) construction of the ground floor slab to the first floor of Blocks K and L

"Substantial Implementation Target Date"

means the date which is 24 months from the date of the Planning Permission

2. VIABILITY REVIEW TRIGGER

2.1 The Developer shall notify the GLA (with a copy to each of LBB and LBH) in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA (in consultation with LBB and LBH) to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

2.2 No later than five Working Days after receiving a written request from the GLA, the Developer shall provide to the GLA any additional documentary evidence reasonably requested by the GLA to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

2.3 Following the Developer's notification pursuant to paragraph 2.1 of this Schedule 3, the Developer shall afford the GLA access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the GLA shall:-

2.3.1 provide the Developer with reasonable written notice of its intention to carry out such an inspection;

2.3.2 comply with relevant health and safety legislation; and

2.3.3 at all times be accompanied by the Developer or its agent.

2.4 No later than 20 Working Days after the GLA receives:-

2.4.1 notice pursuant to paragraph 2.1 of this Schedule 3; or

2.4.2 if the GLA makes a request under paragraph 2.2 of this Schedule 3, the additional documentary evidence,

the GLA shall inspect the Site and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the GLA considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

2.5 If the GLA notifies the Developer that the GLA considers that the Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the GLA has notified the Developer pursuant to paragraph 2.4 of this Schedule 3 that the Substantial Implementation has been achieved.

2.6 The Developer shall not Occupy the Development or any part thereof until:-

2.6.1 the GLA has notified the Developer pursuant to paragraph 2.4 of this Schedule 3 that the Substantial Implementation has been achieved on or before Substantial Implementation Target Date;

2.6.2 the GLA has notified the Developer pursuant to paragraph 4.4 of this Schedule 3 that no Additional Affordable Housing Units are required; or

2.6.3 If the GLA notifies the Developer pursuant to paragraph 4.4 of this Schedule 3 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 4.4 or 4.5 of this Schedule.

3. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the GLA under paragraph 2.4 of this Schedule 3 or pursuant to dispute resolution in accordance with Clause 7.2) the Developer shall submit the following information no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 2.4 or 2.6 of this Schedule 3 that the Substantial Implementation has not been achieved, on the basis that the GLA may make such information publicly available:-

3.1.1 the Development Viability Information;

3.1.2 a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing Units can be provided;

3.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

3.1.4 paragraphs 4 and 5 of this Schedule 3 shall apply.

4. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

4.1 The GLA shall assess the information submitted pursuant to paragraph 3 of this Schedule 3 (in consultation with LBH and LBBDD) and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the GLA will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Developer.

4.2 The GLA may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this Schedule 3.

4.3 In the event that the GLA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the GLA or any External Consultant (as applicable and with copies to LBH and LBBDD) within 10 Working Days of receiving the relevant request and this process may be repeated until the GLA and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.

4.4 When the GLA or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this Schedule 3, the GLA shall notify the Developer in writing of the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

4.5 Where the GLA concludes that Additional Affordable Housing Units are required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the GLA for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the GLA's notice pursuant to paragraph 4.4 of this Schedule 3.

4.6 If the GLA's assessment pursuant to paragraph 4.4 of this Schedule 3 concludes that:-

4.6.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

4.6.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Developer shall pay any such surplus to the LBH and LBBB in the Allocated Proportions as a financial contribution towards offsite Affordable Housing.

- 4.7 The Developer shall pay the GLA's, LBH's and LBBB's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3 of this Schedule 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

5. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 5.1 Where it is determined pursuant to paragraph 4.4 of this Schedule 3 that one or more Additional Affordable Housing Units are required the Developer shall not Occupy more than 80% of the Market Housing Units in Phase 1 nor more than 40% of the Market Housing Units in any of Phases 2 to 8 unless and until it has:-

5.1.1 practically completed all of the Additional Affordable Housing Units within that relevant Phase in accordance with the Additional Affordable Housing Scheme approved by the GLA and made them available for Occupation; and

5.1.2 paid any remaining surplus profit pursuant to paragraph 4.6 of this Schedule 3.

- 5.2 The Parties agree that the terms of paragraphs 4 to 10 of Schedule 2 shall apply mutatis mutandis to the provision and use of any Additional Affordable Housing Units.

6. PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2.

ANNEX TO SCHEDULE 3

FORMULA 1a (Surplus profit available for additional on-site affordable housing)

"Surplus profit" = ((A – B) – (D – E)) – P

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Average Percentage change in the Land Registry House Price Index for new build properties for the Councils' administrative areas from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = 17%, being developer profit as a percentage of GDV for the private residential component as determined as part of the review (%)

Notes:

(A – B) represents the change in GDV of the private residential component of the development from the date of planning permission to the date of review.

(D – E) represents the change in build costs from the date of the planning permission to the date of the review.

C is an approximation of the percentage change in the value of the private residential component of the development. As an example, if HPI is 345 at date of review and HPI was 275 at date of permission:-

$$\begin{aligned} C &= (345 - 275) \div 275 \\ &= 70 \div 275 \\ &= 25.45\% \end{aligned}$$

F is an approximation of the percentage change in the value of the build costs for the private residential component. As an example, if BCIS TPI is 345 at date of review and BCIS TPI was 275 at date of permission:-

$$\begin{aligned} F &= (345 - 275) \div 275 \\ &= 70 \div 275 \\ &= 25.45\% \end{aligned}$$

FORMULA 2 (Additional affordable housing)

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

$$X = (E / (C - B)) / D$$

Where:-

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 18 m²

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1a (£)

Notes:-

The amount of Surplus profit available for Additional Affordable Housing Units shall not exceed the total amount required to convert sufficient numbers of Intermediate Units to LAR Units so that the total amount of Affordable Housing Units provided as part of the Development achieves an overall split of 70% LAR Units and 30% Intermediate Units.

SCHEDULE 4

BUILD TO RENT

1. DEFINITIONS

1.1 Defined terms in this Schedule 4 shall have the following meanings:-

"Build to Rent Housing" means Market Housing Units made available for rent in accordance with the requirements of Part 4 of the Mayor of London's 'Homes for Londoners Affordable Housing and Viability Supplementary Planning Guidance' (August 2017) and as the same may be replaced or updated

"Build to Rent Housing Strategy" means a strategy that relates to Market Housing Units that are proposed to be Occupied as Build to Rent Housing and which must include:

- (a) local marketing to be adopted within LBBD for the first 3 months
- (b) measures to demonstrate that a consistent and quality level of housing management will be offered that meets appropriate standards and
- (c) the identity of the single provider who shall have the overall day to day management of the relevant Build to rent Housing, unless otherwise agreed with LBBD

2. LBBD MARKETING STRATEGY

Where an individual or organisation (with the exception of a Registered Provider) has bought more than two Market Housing Units and intends to let those units to persons other than immediate family members that individual or organisation shall provide LBBD with the name address and contact details of the managing agent and ensure that the said managing agent is registered with the Association of Rental Letting Agents ('ARLA') or the National Association of Estate Agents ('NAEA')

3. BUILD TO RENT HOUSING

3.1 Where the Developer proposes to provide any of the Market Housing Units as Build to Rent Housing the Developer shall before those Residential Units are Occupied submit to LBBD for approval a Build to Rent Housing Strategy.

3.2 Any Market Housing Units that are proposed to be Occupied as Build to Rent Housing shall only be Occupied in accordance with the relevant approved Build to Rent Housing Strategy.

SCHEDULE 5

EDUCATION

1. DEFINITIONS

1.1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Beam Park Design Code"	means the Beam Park Design Code dated August 2018 (reference 448-PT-RP-0003-DC PL04)
"Clean Condition"	means free from any above ground existing buildings and associated redundant features (excluding surcharging material), which would limit prevent or restrict its use and development or which would prejudice its use or development for the intended purpose and the Developer will use reasonable endeavours to share survey data in its possession for information purposes only to facilitate the development and use of the LBH School
"Education Purposes"	means the provision of primary or secondary education, early years childcare and any and all purposes reasonably ancillary thereto within the Development or the locality thereof, but for the avoidance of doubt shall exclude tertiary forms of education
"LBBB Energy Centre"	means the energy centre to be constructed within the LBBB Administrative Area pursuant to the Planning Permission
"LBBB Phase 2 Area"	has the meaning given in Schedule 6
"LBBB School"	means a three form entry primary school including early years provision
"LBBB School Building Agreement"	means a building lease or licence for a term expiring no less than 30 Working Days prior to the LBBB School Longstop Date that gives permission and the necessary rights for the construction of the LBBB School (which for the avoidance of doubt shall permit the necessary service and utility connections to be made to facilitate the operation of the building as a school) and which sets out terms for regulating the construction of the LBBB School
"LBBB School Longstop Date"	means the date which is 10 years following the commencement of the Development within the LBBB Phase 2 Area

"LBB School Notice"	means a notice served on the Developer by LBB or its nominee and such notice shall include the following:- <ul style="list-style-type: none"> (a) confirmation of the party who will build and operate the LBB School; (b) confirmation of funding for the construction and operation of the LBB School (c) a project programme (in a Gantt chart format) which shows that the Practical Completion of the LBB School will be achieved by the LBB School Longstop Date (d) a first draft of the LBB School Building Agreement and (e) confirmation of the detailed boundaries of the LBB School Site
"LBB School Site"	means the part of the Site shown edged red on plan number 448-SK-349 (rev P02) which is attached at Appendix 1
"LBH Education Compensation Contribution"	means the sum of £1,500,000 to be used only for Education Purposes
"LBH Education Contribution"	means the sum of £1,937,250 to be used only for Education Purposes
"LBH Energy Centre"	means the energy centre to be constructed within Phase 1 pursuant to the Planning Permission
"LBH School"	the three form entry primary school permitted by the Planning Permission which shall include provision for early years and special educational needs and disabilities and which is to be located on the LBH School Site
"LBH School Building Agreement"	means a building lease or licence that gives permission and the necessary rights for the construction of the LBH School and which sets out terms for regulating the construction of the LBH School
"LBH School Longstop Date"	means the date which is seven years following the Implementation of the Development

"LBH School Notice"	means a notice served on the Developer by LBH or its nominee and such notice shall include the following:
	(a) confirmation of the party who will build and operate the LBH School;
	(b) confirmation of funding for the construction and operation of the LBH School
	(c) a project programme (in a Gantt chart format) which shows that the Practical Completion of the LBH School will be achieved by the LBH School Longstop Date
	(d) a first draft of the LBH School Building Agreement; and
	(e) confirmation of the detailed boundaries of the LBH School Site
"LBH School Site"	means that part of the Site shown edged red on plan number 448-SK-348 (rev P02) which is attached at Appendix 1
"Services"	means without limitation electricity, telephone, broadband, water, foul drainage, surface water drainage and all other ancillary services
"Service Installations"	means without limitation sewers, drains, culverts, channels, outlets, mains, wire cables, ducts, flues, soakaways and other conducting media for the supply of Services, substations, regulator valves and all other infrastructure whatsoever for Services
"Surcharging Remediation Payment"	means the sum of £791,000
"Transfer Standard"	means:
	(a) the land comprising the LBH School Site has been surcharged in accordance with the Planning Permission and is in a Clean Condition
	(b) that Services have been provided to the boundary of the LBH School Site and the LBBB School Site respectively
	(c) that the Developer shall maintain or procure the maintenance of the Services and Service Installations serving the land at its own expense and where necessary renew repair and replace them to the reasonable satisfaction of LBH or LBBB (as applicable) until the transfer of the land to LBH or LBBB (as applicable) or until the relevant statutory undertaker has assumed responsibility for maintenance repair renewal and replacement whichever is the later or in the case of foul and surface water drainage until the same have been adopted by the relevant statutory undertaker

2. LBH SCHOOL SITE

- 2.1 The Developer covenants that the LBH School Site shall not be used otherwise than for the development and operation of the LBH School.

2.2 The Developer covenants that the by no later than two years from the date of Commencement Date the LBH School Site shall be prepared to the Transfer Standard and shall thereafter be retained to the Transfer Standard.

3. DEVELOPMENT AND TRANSFER OF LBH SCHOOL

3.1 At any time from the Commencement Date until the LBH School Longstop Date LBH or its nominee may serve the LBH School Notice on the Developer.

3.2 Following receipt of the LBH School Notice the Developer shall by not later than three months following such receipt enter into the LBH School Building Agreement with LBH or its nominee and if following the expiry of this three month period the LBH School Building Agreement has not been entered into either the Developer or LBH may serve notice on the other to engage Clause 7.3.

3.3 LBH covenants that following completion of the LBH School Building Agreement it will:-

3.3.1 pay the Surcharging Remediation Payment to the Developer within 10 Working Days; and

3.3.2 construct the LBH School in accordance with the Reserved Matters Approvals for the Phase within which the LBH School Site is located, the Beam Park Design Code and the LBH School Notice.

3.4 LBH covenants that it will give GLAP no less than 30 Working Days prior notice of the anticipated date of Practical Completion of the LBH School and shall notify GLAP when the LBH School is Practically Complete.

3.5 Within 30 Working Days of being notified that Practical Completion of the LBH School has occurred GLAP shall transfer to LBH the freehold interest in the LBH School Site together with any necessary rights for services, utilities and access including the right to lay any apparatus as may be appropriate to facilitate a connection to the LBH Energy Centre (subject always to GLAP having the ability as freehold owner to grant such rights and a requirement on the part of LBH to allow use by the public of all indoor and outdoor school sports facilities by the public at all reasonable times but not during times when the school is being used for Education Purposes) for consideration of £1 and if the transfer has not been agreed and entered into by the expiry of this 30 Working Day period either LBH or GLAP may serve notice on the other engaging Clause 7.3.

4. EDUCATION CONTRIBUTIONS TO LBH

LBH Education Contribution

4.1 The Developer covenants as follows:-

4.1.1 to pay to LBH 50% of the LBH Education Contribution before more than 90% of the Residential Units in Phase 1 are Occupied and that no more than 90% of the Residential Units in Phase 1 or elsewhere within the Development shall be Occupied until such payment has been made; and

4.1.2 to pay to LBH the remaining 50% of the LBH Education Contribution before 90% of the Residential Units in the LBH Phase 2 Area are Occupied and that no more than 90% of the Residential Units in the LBH Phase 2 Area or elsewhere within the Development shall be Occupied until such payment has been made.

LBH Education Compensation Contribution

4.2 If the LBH School has not been Practically Completed by the LBH School Longstop Date the Developer shall pay the LBH Education Compensation Contribution to LBH within 10 Working Days of the LBH School Longstop Date PROVIDED THAT payment of the LBH Education Compensation Contribution shall be conditional upon LBH and its contractors or nominees having vacated the LBH School Site.

4.3 If the LBH School has not been Practically Completed by the LBH School Longstop Date and the LBH School Building Agreement has been entered into the date for payment of the LBH Education Compensation Contribution shall be extended until 10 Working Days after the later of:-

4.3.1 the date on which the LBH School Building Agreement is terminated; and

4.3.2 and the date upon which the LBH School Site has been vacated by LBH and/or its contractors or nominees.

4.4 If the LBH Education Compensation Contribution has been paid to LBH paragraph 2.1 of this Schedule 5 shall no longer apply from the date upon which such payment is received by LBH.

5. **LBBD SCHOOL SITE**

5.1 The Developer covenants that within two years of commencement of the Development within the LBBD Phase 2 Area, the LBBD School Site shall be prepared to the Transfer Standard and shall thereafter be retained to the Transfer Standard.

5.2 At any time from commencement of the Development within the LBBD Phase 2 Area until the LBBD School Longstop Date LBBD may serve the LBBD School Notice on the Developer.

5.3 Following receipt of the LBBD School Notice the Developer shall by not later than three months following such receipt enter into the LBBD School Building Agreement with LBBD or its nominee and if following the expiry of this three month period the LBBD School Building Agreement has not been entered into either the Developer or LBBD may serve notice on the other to engage Clause 7.3.

5.4 LBBD covenants that following completion of the LBBD School Building Agreement it will construct the LBBD School in accordance with:-

5.4.1 the Planning Permission;

5.4.2 the Reserved Matters Approvals for the Phase within which the LBBD School Site is located;

5.4.3 the Beam Park Design Code; and

5.4.4 The LBBD School Notice.

5.5 LBBD covenants that it will give GLAP no less than 30 Working Days prior notice of the anticipated date of Practical Completion of the LBBD School and shall notify GLAP when the LBBD School is Practically Complete.

5.6 Within 30 Working Days of being notified that Practical Completion of the LBBD School has occurred GLAP shall transfer to LBBD the freehold interest in the LBBD School Site together with any necessary rights for services, utilities and access including the right to lay any apparatus as may be appropriate to facilitate a connection to the LBBD Energy Centre (subject always to GLAP having the ability as freehold owner to grant such rights and a requirement on the part of LBBD to allow use by the public of all indoor and outdoor school sports facilities by the public at all reasonable times but not during times when the school is being used for Education Purposes) for consideration of £1 and if the transfer has not been agreed and entered into by the expiry of this 30 Working Day period either LBBD or GLAP may serve notice on the other engaging Clause 7.3.

6. **ENERGY SUPPLY TO THE LBH SCHOOL AND THE LBBD SCHOOL**

6.1 LBH shall, in relation to the LBH Energy Centre, use all reasonable endeavours to enter into such heat supply agreements as are necessary in order for the LBH Energy Centre to supply all of the heat and hot water to the LBH School prior to it being open for the purpose of supply of education or prior to the LBH Energy Centre becoming operational (whichever is the later) PROVIDED THAT the LBH Energy Centre is completed and operational prior to LBH School being Practically

Completed. Such terms to be agreed with all parties acting reasonably and any dispute to the proposed terms of the heat supply agreement to be referred to an Expert in accordance with Clause 7.3 to this Deed.

- 6.2 LBBB shall, in relation to the LBBB Energy Centre, use all reasonable endeavours to enter into such heat supply agreements as are necessary in order for the LBBB Energy Centre to supply all of the heat and hot water to the LBBB School prior to it being open for the purpose of supply of education or prior to the LBBB Energy Centre becoming operational (whichever is the later) PROVIDED THAT the LBBB Energy Centre is completed and operational prior to LBBB School being Practically Completed. Such terms to be agreed with all parties acting reasonably and any dispute to the proposed terms of the heat supply agreement to be referred to an Expert in accordance with Clause 7.3 to this Deed.

SCHEDULE 6

OPEN SPACE AND RECREATION

1. DEFINITIONS

1.1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Beam Parkway"	means a linear strip of landscaped land along the northern edge of the site adjacent to the A1306 corridor shown edged red on the plan number 448-SK-350 (rev P01) attached at Appendix 1
"Beam Parkway Contribution"	means the sum of £557,163 as a contribution towards the Beam Parkway
"LBBB Phase 2 Area"	means the land shown shaded blue on plan number 448-SK-364 (rev P01) attached at Appendix 1
"LBBB Sport Contribution"	means the sum of £350,000 as a contribution towards improvements to Parsloes Park including resurfacing existing grass pitches and provision of new rugby pitches or if paragraph 5.3 applies towards support measures to enhance employment and training opportunities in the LBBB Administrative Area
"Linear Park"	means the open green space north of blocks U V and W within the red line boundary of the Site and shown shaded green on plan number 448-PT-LA-PL-LP-1001 (rev PL5) attached at Appendix 1
"Open Space"	includes POS (Public Open Space) LEAP (Locally Equipped Area for Play) and SUDS (Sustainable Urban Drainage Systems) within the Development all of which are shown on the plan number 448-SK-365 (rev P02) attached at Appendix 1
"Open Space Management Scheme"	means a scheme for the management of Open Space within the relevant Phase and which must include at least the following details:- (a) a specification for the description and laying out of the Open Space including any features of the Open Space and their planned uses (b) the management, maintenance and repair of the Open Space including the strategy for replacing of defective or worn out equipment or surfacing and (c) any measures for the supervision and policing of the open space if applicable
"Open Space Provision Scheme"	means details of the provision of Open Space within the relevant Phase of the Development including location of each area of Open Space, a plan showing where the Open Space will be provided and a timetable setting out when each parcel of Open Space will be fully available for use by the public
"LBH Open Space/Sport Contribution"	means the sum of £118,444 as a contribution towards improvements to open space or provision of sports facilities within the immediate vicinity of the Development

2. OPEN SPACE PROVISION SCHEMES AND OPEN SPACE MANAGEMENT SCHEMES

- 2.1 Each Phase of the Development shall not be Occupied until an Open Space Management Scheme for that Phase has been submitted to, and approved by, the relevant Council.
- 2.2 Save in respect of Phase 1 no Phase of the Development shall be Occupied until an Open Space Provision Scheme has been submitted to and approved by the relevant Council.

3. PROVISION AND MAINTENANCE OF OPEN SPACE

- 3.1 The Developer covenants to provide the Open Space within each Phase in accordance with:-
- 3.1.1 the Planning Permission;
 - 3.1.2 the Reserved Matters Approvals for the relevant Phase;
 - 3.1.3 the approved Open Space Provision Scheme; and
 - 3.1.4 the approved Open Space Management Scheme.
- 3.2 The Developer covenants that following Practical Completion of the Open Space within each Phase it shall be managed and maintained throughout the life of the Development in accordance with the approved Open Space Management Scheme that relates to that Phase.

4. PUBLIC ACCESSIBILITY – LINEAR PARK

From the date of Practical Completion of part of the Linear Park within each Phase the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Linear Park at all times free of charge.

5. BEAM PARKWAY CONTRIBUTION AND OPEN SPACE/SPORT CONTRIBUTIONS

- 5.1 The Developer covenants:-
- 5.1.1 to pay 50% of the Beam Parkway Contribution to LBH on or before the date on which 90% of the Residential Units in Phase 1 are Occupied and that no more than 90% of the Residential Units in Phase 1 nor any Residential Units within Phases 2 to 8 shall be Occupied until such payment has been made;
 - 5.1.2 to pay 50% of the Beam Parkway Contribution to LBH on or before the date on which 90% of the Residential Units in the LBH Phase 2 Area are Occupied and that no more than 90% of the Residential Units in the LBH Phase 2 Area nor any Residential Units within Phases 3 to 8 shall be Occupied until such payment has been made;
 - 5.1.3 to pay 50% of the LBH Open Space/Sport Contribution to LBH on or before the date on which 90% of the Residential Units in Phase 1 are Occupied and no more than 90% of the Residential Units in Phase 1 nor any Residential Units within Phases 2 to 8 shall be Occupied unless such payment has been made; and
 - 5.1.4 to pay 50% of the LBH Open Space/Sport Contribution to LBH on or before the date on which 90% of the Residential Units in the LBH Phase 2 Area are Occupied and that no more than 90% of the Residential Units in the LBH Phase 2 Area nor any Residential Units within Phases 3 to 8 shall be Occupied unless such payment has been made.
- 5.2 The Developer covenants to pay to LBBD the LBBD Sport Contribution prior to the Occupation of 90% of the Residential Units within the LBBD Phase 2 Area and that no more than 90% of the Residential Units within the LBBD Phase 2 Area nor any Residential Units within Phases 3 to 8 shall be Occupied until such payment has been made.

- 5.3 The Developer and LBBB agree that if any amount of the LBBB Sport Contribution remains unspent within 7 (seven) years from the date it was paid to LBBB the balance of the LBBB Sport Contribution may be applied to support measures to enhance employment and training opportunities in the LBBB Administrative Area.

SCHEDULE 7

COMMUNITY BUILDING

1. DEFINITIONS

In this schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

- "Community Building"** means a building minimum of 800 and maximum of 1200 sqm (GEA) delivered to Shell and Core and provided on the Community Building Land
- "Community Building Land"** means the land shown shaded orange and marked 'S' on drawing number 448-PT-MP-PL-1101 (rev PL9) which is attached at Appendix 1
- "Community Purposes"** means social, leisure and sporting activities organised by individuals living or working on the Site and undertaken on a not-for-profit basis
- "Faith Purposes"** means activities connected with the practice of religion and faith and undertaken on a strict not-for-profit basis
- "Community Building Safeguarding Period"** means the period commencing on the date of this Deed and ending on the date which is 25 years from the date on which 90% of the Residential Units in Phase 2 are Occupied
- "Community Building Lease"** means a lease of the Community Building Land for up to 25 years at a peppercorn rent that will be at a minimum consistent with standard commercial leases and include the following terms:-
- (a) the specification for the fit out of the Community Building must be approved by the Developer and must include acoustic finishes on walls and ceilings sufficient to ensure no auditory impact on the residential units above or within the vicinity
 - (b) any management company appointed to run the Community Building or organisation permitted to occupy the Community Building (whether under lease licence or informal arrangement) must be approved by the Developer
 - (c) the operational arrangements of the Community Building must be approved by the Developer and must (subject to any relevant planning conditions and reasonable variations agreed in writing with the management company) include:-
 - (i) a restriction on opening hours from 9am to 9pm Monday to Saturday and 9am to 5pm on Sunday and public holidays or as otherwise

reasonably agreed" and

- (ii) any amplified music or other sound must be limited to the generation of 80 decibels of noise or less
- (d) robust arrangements for the repair and maintenance of the Community Building
- (e) requirements for payment of a fair proportion of service charges and other maintenance costs and
- (f) restrictions on:-
 - (i) any alterations to the structure of the building without the Developer's prior written consent
 - (ii) any alterations or actions that would affect the insurance of the property
 - (iii) the storage of equipment outside the Community Building unless approved by the management company and
 - (iv) the installation of any external signage on the Community Building unless approved by the management company

**"Community Building
Unused Space Marketing
Report"**

means a written report that contains at least the following information:

- (a) details of the extent of the Community Building that has not been leased to LBBB or its nominee ("Unused Area")
- (b) details of the marketing that the Developer has undertaken with the aim of securing a tenant for the Unused Area for Faith Purposes and/or Community Purposes PROVIDED THAT such marketing must have been undertaken for a minimum of at least 12 months prior to the date on which the report is submitted to LBBB

2. PROVISION OF COMMUNITY BUILDING

2.1 The Developer covenants that during the Community Building Safeguarding Period the Community Building Land shall only be used for Faith Purposes and/or Community Purposes.

2.2 The Developer covenants:-

2.2.1 to construct the Community Building to Shell and Core; and

2.2.2 not to Occupy more than 90% of the Residential Units in Phase 2 nor within any of Phases 3 to 8 until the Community Building has been constructed to Shell and Core.

2.3 The Developer shall all reasonable endeavours to enter into the Community Building Lease with LBBB or its nominee by the date which is the later of:-

2.3.1 the date which is 24 months following the date on which the Lease for Phase 2 is granted; and

2.3.2 the date of Practical Completion of the Community Building to Shell and Core

and if the Community Building Lease has not been entered into by this date either the Developer or LBBB may serve notice on the other to engage Clause 7.3.

3. USE OF COMMUNITY BUILDING LAND FOR OTHER PURPOSES

3.1 The following sub-paragraphs of this paragraph 3 are subject to the requirement that not less than 200 square metres (GEA) of the Community Building shall be subject to the restriction contained at paragraph 2.1.

3.2 If either:-

3.2.1 LBBB or its nominee has not entered into the Community Building Lease by the date referred to in paragraph 2.3; or

3.2.2 by the date referred to in paragraph 2.3 the Community Building Lease has been entered into but it is for part only of the Community Building

and the Developer wishes to release the restriction at paragraph 2.1 in respect of the whole or part of the Community Building (as applicable) it may submit to LBBB for approval the Community Building Unused Space Marketing Report.

3.3 If LBBB approve the Community Building Unused Space Marketing Report the part of the Community Building which is identified in the approved Community Building Unused Space Marketing Report shall be released from the restriction at paragraph 2.1.

SCHEDULE 8

MEDICAL CENTRE

1. DEFINITIONS

1.1 In this schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Fully Fitted"

means a specification to be agreed between the Developer and the Medical Provider for the internal fit out of the building at a cost not to exceed £2,000,000, Indexed

from Shell and Core

inclusive of any VAT if applicable and

"Medical Centre"

means a minimum of 1,500 sqm (16,146 sq ft) GEA constructed and Fully Fitted out in accordance with current Department of Health, NHS Guidance Health Building Notes, Health Technical Memoranda and the latest infection control guidance relevant to the provision of healthcare services on the land shown shaded in green and identified as 'Medical Centre' on drawing number 448-PT-MP-PL-1101 (rev PL9) which is attached at Appendix 1

*PM LEP
(authorised
by and on
behalf of
all parties)*

"Medical Centre AfL Date"

means the date which is two years from the date on which the Development is Implemented unless otherwise agreed between the Developer and LBH

"Medical Centre Agreement for Lease"

means an agreement to grant the Medical Centre Lease to a Medical Provider by no later than the date on which 90% of the Residential Units in the LBH Phase 2 Area are Occupied

"Medical Centre Lease"

means a lease of the Medical Centre to be granted to a Medical Provider and which shall be on the following terms:-

- (a) a term of up to 25 years
- (b) restriction on use to Medical Purposes only
- (c) inside the security of tenure provisions contained in the Landlord and Tenant Act 1954 and
- (d) at a market rent for D1 use set by the London Borough of Havering District Valuer

"Medical Provider"

means an NHS commissioner or provider organisation, or such successor body having responsibility for the delivery of primary or community health care in the London Borough of Havering

"Medical Purposes"

means use for the provision of medical services under the NHS, other ancillary primary care, community health or social care purposes and any other primary and community healthcare purpose (save for pharmacy) within the meaning of Use Class D1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as originally enacted

"Health Contribution"

means the sum of £400,000 (four hundred thousand pounds) to be applied only for providing health facilities within the Development or for the benefit of residents of the Development

2. **PROVISION OF MEDICAL CENTRE**

- 2.1 The Developer covenants that by no later than the Medical Centre AfL Date it shall have entered into the Medical Centre Agreement for Lease and if it has not done so paragraph 3 below shall apply.
- 2.2 The Developer covenants that by no later than one year from the expiry of the Medical Centre AfL Date it shall have entered into the Medical Centre Lease and if it has not done so paragraph 3 below shall apply.
- 2.3 If the Developer enters into the Medical Centre Agreement for Lease it will ensure that the Medical Centre is constructed and made ready for Occupation by the tenant of the Medical Centre Lease in accordance with the terms of the Medical Centre Agreement for Lease and in any event by the date on which 90% of the Residential Units in the LBH Phase 2 Area are Occupied.

3. **HEALTH CONTRIBUTION**

If the Medical Centre Agreement for Lease is not entered into before the Medical Centre AfL Date or the Medical Centre Lease is not entered into within one year from the expiry of the Medical Centre AfL Date then the Developer covenants:-

- 3.1 to pay to LBH 25% of the Health Contribution on or before the date on which 50% of the Residential Units in Phase 2 are Occupied and that no more than 50% of the Residential Units in Phase 2 shall be Occupied nor any Residential Units within Phases 3 to 8 shall be Occupied until such payment has been made;
- 3.2 to pay to LBH a further 25% of the Health Contribution on or before the date on which 50% of the Residential Units in Phase 3 are Occupied and that no more than 50% of the Residential Units in Phase 3 shall be Occupied nor any Residential Units within Phases 4 to 8 shall be Occupied until such payment has been made;
- 3.3 to pay to LBH a further 25% of the Health Contribution on or before the date on which 50% of the Residential Units in Phase 5 are Occupied and that no more than 50% of the Residential Units in Phase 5 shall be Occupied nor any Residential Units within Phases 6 to 8 shall be Occupied until such payment has been made
- 3.4 to pay to LBH the final 25% of the Health Contribution on or before the date on which 50% of the Residential Units in Phase 7 are Occupied and that no more than 50% of the Residential Units in Phase 7 shall be Occupied nor any Residential Units within Phase 8 shall be Occupied until such payment has been made.

SCHEDULE 9

EMPLOYMENT

1. DEFINITIONS

1.1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Beam Park Community Fund"	means the sum of five hundred thousand pounds (£500,000) Indexed
"LBBB Employment, Skills and Suppliers Plan"	means the Development specific Employment, Skills and Suppliers Plan to be produced by the Developer as set out in this Schedule 9 to be complied with and implemented by the Developer in order to maximise opportunities for local businesses to gain contracts at the site and for local residents to gain employment at the site
"LBBB Residents"	people living within the London Borough of Barking and Dagenham
"LBH Employment and Skills Group"	means the employment and skills service known as Havering Works or such other body or partnership as may be nominated by LBH for facilitating jobs and enterprise, bringing together LBH and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes job search support for local residents (employed and unemployed), access to training provision for jobseekers and business support services as well as supporting local firms' recruitment needs and other similar services
"LBH Residents"	means people living within the London Borough of Havering
"Employment, Skills and Suppliers Plan"	means a Development-specific employment, skills and suppliers plan to be produced by the Developer and to be complied with and implemented in order to maximise opportunities for local businesses to gain contracts at the site and for local residents to gain Employment at the Site and which shall include the creation of up to 40 apprenticeship places and the employment, skills and suppliers plan to be presented to LBBB pursuant to paragraph 3.1.4 is referred to as the "LBBB Employment, Skills and Suppliers Plan" and the employment, skills and suppliers plan to be presented to LBH pursuant to paragraph 4.2.4 is referred to as the "LBH Employment, Skills and Suppliers Plan"
"Employment"	means employment arrangements recorded in writing and lasting at least 13 (thirteen) weeks)

2. COMMUNITY FUND

2.1 The Developer covenants:-

2.1.1 to make a minimum of £50,000 Indexed of the Beam Park Community Fund available on an annual basis to support community projects and schemes including measures to enhance employment and training opportunities with the first minimum instalment of £50,000 Indexed to be made available from the Commencement Date with further instalments made available annually thereafter subject to a maximum total contribution by the Developer of £500,000 Indexed;

- 2.1.2 to use the Beam Park Community Fund towards supporting community projects and schemes including measures to enhance employment and training opportunities and no other purpose; and
- 2.1.3 that if any sum from the Beam Park Community Fund remains unspent by Occupation of the final Residential Unit within Phase 8 to pay the balance of the Beam Park Community Fund to LBBB and LBH, split equally between the two and to be applied towards supporting community projects and schemes including measures to enhance employment and training opportunities and not for any other purpose.

2.2 On the date which is one year from the Commencement Date and on each anniversary thereafter until the Beam Park Community Fund is fully expended the Developer shall submit to the GLA and the Councils a report detailing how the Beam Park Community Fund has been expended during the preceding year.

3. LOCAL EMPLOYMENT AND SKILLS – LBBB REQUIREMENTS

3.1 In relation to the parts of the Development that will be constructed within the LBBB Administrative Area the Developer covenants as follows:-

- 3.1.1 to use reasonable endeavours to ensure that where vacancies arise during the course of the construction of the Development these will be offered to the LBBB Residents and to ensure, wherever practicable, any vacancies arising from sub-contractors of the Developer are also offered in the first instance to LBBB Residents and that this will be done in compliance with the LBBB Employment Skills and Suppliers Plan PROVIDED THAT if the Developer is prevented from complying with this paragraph 3.1.1 by any rule of law whether domestic or international this obligation shall absolutely determine;
- 3.1.2 to use reasonable endeavours and to aim to secure that at least 25% of people working on the Development will be LBBB Residents. This requirement applies to the Developer, its contractors and any sub-contractors engaged in the construction of the Development;
- 3.1.3 to work with the LBBB's services or its nominees to facilitate the achievement of the requirements of sub-paragraphs 3.1.1 and 3.1.2;
- 3.1.4 not less than three (3) months prior to Implementation of any part of the Development that is located within the LBBB Administrative Area, to present an Employment, Skills and Suppliers Plan to LBBB, detailing the number of apprentices, work placements and short courses that will be provided through the lifetime of the Development. This will be done with reference to the minimum outcomes set out in guidance issued by the National Skills Academy for Construction which the Developer will meet or exceed. The LBBB Employment, Skills and Suppliers Plan may be cascaded to contractors and sub-contractors but remains the obligation of the Developer;
- 3.1.5 to return to LBBB information detailing progress on all of the obligations contained within sub-paragraphs 3.1.1 to 3.1.4 above. This will be done monthly for the first three (3) months following Implementation of any part of the Development that is located within the LBBB Administrative Area and quarterly thereafter;
- 3.1.6 to use reasonable endeavours to aim to source as many goods and services required for the Development from within the LBBB Administrative Area, with an aim that this shall represent a minimum of 25% of goods and services required for the Development. To use reasonable endeavours to ensure that companies operating within the London Borough of Barking and Dagenham will be given a genuine opportunity to tender for work arising from the Development. The Developer will require that its sub-contractors provide genuine opportunities for companies within the LBBB to tender for goods and services required for the Development. The obligations in this paragraph are subject always to the caveat that if the Developer is prevented from complying with this sub-paragraph 3.1.6 by any rule of law whether domestic or international, this obligation shall absolutely determine;

- 3.1.7 to require sub-contractors to supply the names of companies within the LBBB that have been invited to tender together with the reasons, if unsuccessful, for non-selection. The contractor will require its sub-contractors to supply the names of successful tenderers together with postcodes and values of contracts awarded. This will be done monthly for the first three (3) months following Implementation of any part of the Development that is located within the LBBB Administrative Area and quarterly thereafter;
- 3.1.8 to provide as part of the normal reporting cycle for the Development, details of the information supplied by the sub-contractors PROVIDED ALWAYS that such information shall be treated confidentially, shall remain within the LBBB only and shall at no point become information which is publically available;
- 3.1.9 to ensure that in the operational use of the Development insofar as is practicable, that LBBB Residents are employed. To this end, the Developer will notify all vacancies to the LBBB's Employment and Skills team together with job descriptions. For its part, the LBBB undertakes to supply to the Developer suitably qualified candidates at no charge. The Developer will supply the Employment and Skills team with job descriptions and a named contact as vacancies become available; and
- 3.1.10 nothing in this paragraph 3.1 will require the Developer its contractor or its sub-contractors to select any company on anything other than that company meeting the quality and commercial needs of the Developer, its contractor or its sub-contractors as those parties may assess.

4. LOCAL EMPLOYMENT AND SKILLS – LBH REQUIREMENTS

- 4.1 The Developer undertakes to do the following within three months of commencement of the Development:-
 - 4.1.1 the Developer shall provide LBH Employment and Skills Group with advance notice of quantum and range of job opportunities as soon as the information is available; and
 - 4.1.2 the Developer shall engage in discussions with LBH Employment and Skills Group and agree which jobs shall be filled by LBH Employment and Skills Group.
- 4.2 The Developer covenants:-
 - 4.2.1 to use all reasonable endeavours to ensure that where vacancies arise during the course of the construction of the Development within the LBH Administrative Area these will be offered to the LBH Residents and to ensure, wherever practicable, any vacancies arising from sub-contractors of the Developer are also offered to LBH Residents and that this will be done in conjunction with the LBH Employment and Skills Group PROVIDED THAT if the Developer is prevented from complying with this sub-paragraph 4.2.1 by any rule of law whether domestic or international this obligation shall absolutely determine;
 - 4.2.2 to use all reasonable endeavours and to procure that at least 20% of people working on the Development within the LBH Administrative Area will be LBH Residents. This requirement applies to the Developer's contractors and any sub-contractors on the Development within the LBH Administrative Area;
 - 4.2.3 to work with LBH Employment and Skills Group or its nominees to facilitate the achievement of the intentions and targets identified in sub-paragraphs 4.2.1 and 4.2.2;
 - 4.2.4 within three months of the Commencement Date to submit to the LBH Employment and Skills Group a labour supply plan including an Employment, Skills and Suppliers Plan and timeline, detailing the number of apprentices, work placements and short courses that will be provided through the lifetime of the Development within the LBH Administrative Area. This will be done with reference to the minimum outcomes set out in guidance issued by the National Skills Academy for Construction which the Developer will meet or exceed.

The LBH Employment, Skills and Suppliers Plan may be cascaded to contractors and sub-contractors but remains the obligation of the Developer;

- 4.2.5 to report information and data to LBH detailing progress on all of the issues in sub-paragraphs 4.2.1 to 4.2.4 above. This will be done monthly for the first 3 months following the Commencement Date and quarterly thereafter;
- 4.2.6 to use all reasonable endeavours to aim to source as many goods and services required for the Development from within the LBH Administrative Area, with an aim that this shall represent a minimum of 25% of goods and services required for the Development. To use reasonable endeavours to ensure that companies operating within the London Borough of Havering will be given a genuine opportunity to tender for work arising from the Development. The Developer will require that its sub-contractors provide genuine opportunities for companies within the LBH to tender for goods and services required for the Development. The obligations in this sub-paragraph are subject always to the caveat that if the Developer is prevented from complying with this sub-paragraph 4.2.6 by any rule of law whether domestic or international, this obligation shall absolutely determine;
- 4.2.7 to require sub-contractors to supply the names of companies within the LBH that have been invited to tender together with the reasons, if unsuccessful, for non-selection. The contractor will require its sub-contractors to supply the names of successful tenderers together with postcodes. This will be completed on a quarterly basis from the Commencement Date;
- 4.2.8 to provide as part of the normal reporting cycle for the Development, details of the information supplied by the sub-contractors PROVIDED ALWAYS that such information shall be treated confidentially, shall remain within the LBH only and shall at no point become information which is publicly available;
- 4.2.9 to ensure that in the operational use of the Development within the LBH Administrative Area insofar as is practicable, that LBH Residents are employed. To this end, the Developer and its contractors and sub-contractors will notify vacancies to the LBH's Employment and Skills Group (Havering Works) together with job descriptions. For its part, the LBH undertakes to supply to the Developer with suitably qualified candidates at no charge. The Developer will supply the LBH Employment and Skills Group with job descriptions and a named contact as vacancies become available;
- 4.2.10 nothing in this paragraph 4.2 will require the Developer its contractor or its sub-contractors to select any company on anything other than that company meeting the quality and commercial needs of the Developer, its contractor or its sub-contractors as those parties may assess;
- 4.2.11 using all reasonable endeavours the Developer will support LBH Employment and Skills Group with LBH to find opportunities for LBH Residents identified as key priorities;
- 4.2.12 opportunities will be available to LBH Residents for end use employment opportunities, this will also include training opportunities i.e. apprenticeships and work experience; and
- 4.2.13 the Developer will look for apprenticeship opportunities across the whole of the Development including back office duties and higher level apprenticeships.

SCHEDULE 10

TRANSPORT MITIGATION

1. DEFINITIONS

1.1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Car Club"	means a scheme which enables its members to have access to a car on a short term basis as and when required subject to availability and which in relation to the Development means the provision of:- (a) one car club space and up to two vehicles within Phase 1 of the Development and (b) 10 car club spaces and up to ten cars to be provided over the Development as a whole
"Car Club Operator"	means an operator of a Car Club which has been approved by LBBD or LBH (as applicable)
"CPZ Consultation Contribution"	means the sum of £30,000 to be spent on a consultation or consultations on implementation of the CPZ;
"CPZ Contribution"	means the sum of £86,896 to be spent on mitigating the costs of annual permits to park in the CPZ or any other purposes relevant to and connected with the introduction of the CPZ
"CPZ"	means a controlled parking zone area proposed for land to the north of the A1306 and within the Site
"Highways Agreement"	means an agreement pursuant to section 38 and/or 278 of the 1980 Act between the Developer and the relevant highway authority
"LBH Car Club Contribution"	means the sum £12,500 Indexed to be paid by the Developer towards the establishment of the Car Club;
"LBBD Car Club Contribution"	means the sum of £37,500 to be paid by the Developer towards the establishment of the Car Club;
"LBH Highway Works"	means:- (a) works to the A1306 / Eastern Junction (Station Approach) as shown on drawing number 11336/5066 P2 attached at Appendix 1 (b) works to the A1306 / Thames Avenue being a new signalised road junction shown on drawing number 11336/5067 P1 attached at Appendix 1
"LBBD Highway Works"	means works to the Western Access onto Kent Avenue as shown on drawing number 11336/5068 P1 attached at Appendix 1

2. HIGHWAY WORKS

2.1 The Developer covenants not to implement Phase 2 nor to implement any of Phases 3 to 8 until a Highways Agreement has been completed in relation to the LBH Highway Works.

2.2 The Developer covenants not to Occupy more than 90% of the Residential Units within Phase 2 nor to Occupy any Residential Units within any of Phases 3 to 8 until a certificate of Practical Completion has been issued by LBH in relation to the LBH Highway Works

2.3 The Developer covenants not to Occupy more than 50% of the Residential Units within Phase 3 nor to Occupy any Residential Units within any of Phases 4 to 8 until a certificate of Practical Completion has been issued by LBBB in relation to the LBBB Highway Works

3. **CAR CLUB CONTRIBUTIONS**

The Developer covenants:-

3.1 not to Occupy more than 50% of the Residential Units in Phase 1 until a contract has been completed with, and the LBH Car Club Contribution has been paid to, the Car Club Operator for the requirement set out in part (a) of the definition of Car Club; and

3.2 not to Occupy more than 50% of the Residential Units in Phase 4 until a contract has been completed with the Car Club Operator and the LBBB Car Club Contribution has been paid to the Car Club Operator for the requirement set out in part (b) of the definition of Car Club.

4. **CPZ RESTRICTION**

The Developer covenants:-

4.1 to pay the CPZ Consultation Contribution to LBH within one month of Implementation of Phase 1;

4.2 to pay the CPZ Contribution to LBH on receipt of confirmation that LBH has formally resolved to proceed with the establishment of the CPZ PROVIDED THAT such confirmation includes details of the relevant resolution and is provided within four years of Commencement of the Development; and

4.3 to use all reasonable endeavours to ensure that all leases and tenancies and freehold transfers contain a provision to ensure that the occupier is not able to apply for a parking permit within any controlled parking zone controlled by LBH.

SCHEDULE 11

MARSH WAY VERTICAL ACCESS

1. DEFINITIONS

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Marsh Way Access Land" means the land shown with a dotted pink line on drawing number 448-PT-LA-PL-LP-1121 (rev PL4) which is attached at Appendix 1

"Marsh Way Agreement" means an agreement to be entered into between GLAP and its nominated party to undertake the Marsh Way Vertical Access Works on reasonable terms to secure:-

- (a) confirmation of the detailed boundaries of the land required for the Marsh Way Vertical Access Works ("**Final Marsh Way Access Land**")
- (b) if the Developer has the benefit of a lease over the Final Marsh Way Access Land the surrender of the part of that leasehold demise that comprises the Final Marsh Way Access Land for nil consideration and
- (c) the grant of the long leasehold of the Final Marsh Way Access Land to GLAP's nominated party for nil consideration together with any appropriate rights including a restriction on the use of the Final Marsh Way Access Land for the provision and use of the Marsh Way Vertical Access Works only

"Marsh Way Notice" means a notice served by GLAP or its nominee on the Developer and which:-

- (a) confirms that the Marsh Way Vertical Access Works are to proceed and the party that will be undertaking the Marsh Way Vertical Access Works and entering into the Marsh Way Agreement
- (b) identifies the necessary rights which GLAP requires the Developer to grant GLAP to enable the construction of the Marsh Way Vertical Access Works and such other rights as may be required to facilitate the subsequent use of the completed Marsh Way Vertical Access Works
- (c) provides a project plan for the construction of the Marsh Way Vertical Access Works and
- (d) provide details of the design of the Marsh Way Vertical Access Works

"Marsh Way Vertical Access Works" means building operations that connect the Station (as defined in Schedule 14) to the Marsh Way Flyover which shall include a mechanised lift and stairs

"Safeguarding Period" means from the Commencement Date until Occupation of the final Residential Unit constructed within the last Phase of the Development

2. MARSH WAY ACCESS LAND AND MARSH WAY VERTICAL ACCESS WORKS

- 2.1 The Developer covenants that subject to paragraph 2.3 the Marsh Way Access Land shall be safeguarded for the provision of the Marsh Way Vertical Access Works only and for no other purpose throughout the Safeguarding Period.
- 2.2 If a Lease has been granted for the Phase within which the Marsh Way Access Land is located and if GLAP serves the Marsh Way Notice during the Safeguarding Period the Developer covenants to surrender the part of the Lease that comprises the Marsh Way Access Land for nil consideration and grant GLAP (or its nominee) the rights identified in the Marsh Way Notice for nil consideration.
- 2.3 During the Safeguarding Period the Developer covenants that:-
- 2.4 the Marsh Way Access Land shall be kept clear of any development or use which might prejudice the delivery of the Marsh Vertical Access Works; and
- 2.5 if the Marsh Way Access Land is used for temporary works such as site construction operations storage and/or car parking the Developer shall ensure that the Marsh Way Access Land is returned at the end of such use to a suitable condition for the construction of the Marsh Way Vertical Access Works by, without limitation, the removal of debris, development-related contamination and temporary structures.
- 2.6 If the Marsh Way Vertical Access Works are designed by a third party the Developer will provide such assistance as is appropriate into the design, including but not limited to the provision of historical surveys, of the Marsh Way Vertical Access Works PROVIDED THAT no formal reliance shall be placed by LBB, LBH, GLAP or any other party on any surveys carried out for the Developer nor shall the Developer be liable for any costs, claims, demands and expenses directly or indirectly incurred as a result of any such reliance.
- 2.7 If the Marsh Way Vertical Access Works are carried out the Developer shall allow the party carrying out those works such access and rights over any part of the Site over which it has a Lease so as to allow those works to be carried out and following completion of the Marsh Way Vertical Access Works it shall allow the public rights of access over the Site so as to allow access to and egress from the Marsh Way Vertical Access..

SCHEDULE 12

BUS LOOP

1. DEFINITIONS

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

- "Bus Capacity Contribution"** means the sum of £2,700,000 (two million seven hundred thousand pounds) to be applied to improvements to bus services and bus capacity for the benefit of the whole Development and its residents
- "Bus Loop Contribution"** means the sum of £250,000 to be applied as follows:-
- (a) if paid to LBH pursuant to paragraph 2.3 to be used by LBH as a contribution towards the Bus Loop by the expiry of the Second Bus Loop Notice Period and
 - (b) if paid to the GLA pursuant to paragraph 2.4 to be used as a contribution towards measures to improve bus frequency along the A1306
- "Bus Loop Land"** means the indicative route shown within the area shaded pastel blue on drawing number 448-PT-LA-PL-LP-1128 (rev P02) attached at Appendix 1
- "Bus Loop"** means an access road within the Site on the Bus Loop Land to facilitate and improve (public service) vehicle access between the Site and adjacent developments including if required a new junction onto the existing public highway
- "Bus Loop Developer's Works"** means works indicatively shown within the land shaded blue on plan number 448-PT-LA-PL-LP-1127 (rev P02) attached at Appendix 1 to provide the Bus Loop and the detailed design of which will be either:-
- (a) if the Bus Loop Notice is served by LBH during the First Bus Loop Notice Period then as agreed between the Developer and LBH pursuant to paragraph 2.2 of this Schedule 12 or
 - (b) if the Bus Loop Notice is served by LBH during the Second Bus Loop Notice Period then as determined by LBH
- " Bus Loop Notice"** a notice served by LBH during either the First Bus Loop Notice Period or the Second Bus Loop Notice Period that will contain the following:-
- (a) evidence either that it owns the site and has authority to deliver the Bus Loop or that it has entered into a binding agreement with third parties to deliver the Bus Loop
 - (b) evidence of all necessary statutory consents for the Bus Loop including a relevant planning permission
 - (c) confirmation in the form of formal decisions made by LBH

that it has the necessary vires to deliver the Bus Loop

- (d) confirmation that Havering has secured full funding for delivery of the Bus Loop
- (e) an outline specification for the Bus Loop and
- (f) a project programme (Gantt chart) showing all key milestones in the delivery of Bus Loop including the anticipated completion date or details of the works that will be complete when the Station is open and operational whichever is later

"Detailed Bus Loop Developer's Works Specification"

means a detailed specification for the Bus Loop Developer's Works based on information provided in the Bus Loop Notice

"First Bus Loop Notice Period"

means the period of two years commencing on the Commencement Date

"Second Bus Loop Notice Period"

means the period commencing on the expiry of the First Bus Loop Notice Period and expiring seven years thereafter

2. BUS LOOP WORKS

2.1 The Developer will ensure that no works are undertaken within the Bus Loop Land that will or could compromise the delivery of the Bus Loop Developer's Works during the First Bus Loop Notice Period and the Second Bus Loop Notice Period.

2.2 If during the First Bus Loop Notice Period LBH serve the Bus Loop Notice on the Developer, the Developer covenants that it will:-

2.2.1 within three months of its receipt of the Bus Loop Notice submit the Detailed Bus Loop Developer's Works Specification to LBH for approval and if LBH does not approve the Detailed Bus Loop Developer's Works Specification as submitted by the Developer LBH and the Developer will use all reasonable endeavours to agree such amendments to the Detailed Bus Loop Developer's Works Specification so that it is acceptable to the Developer and LBH and if despite using all reasonable endeavours LBH and the Developer are unable to agree the Detailed Bus Loop Developer's Works Specification either Party may refer the dispute for resolution pursuant to Clause 7.2; and

2.2.2 carry out and complete the Bus Loop Developer's Works in accordance with the Detailed Bus Loop Developer's Works Specification as agreed or determined by the Expert pursuant to Clause 7.2.

2.3 If during the Second Bus Loop Notice Period LBH serve the Bus Loop Notice on the Developer, the Developer covenants:-

2.3.1 to pay the Bus Loop Contribution to LBH within one month of the date of the Bus Loop Notice; and

2.3.2 to allow LBH all such rights over its land as are necessary to allow LBH to undertake the Bus Loop Developer's Works to construct the part of the Bus Loop that is located within the Site.

2.4 If both the First Bus Loop Notice Period and Second Bus Loop Notice Period expire without LBH having served the Bus Loop Notice on the Developer the Developer shall pay the Bus Loop Contribution to the GLA within one month of expiry of the Second Bus Loop Notice Period and the GLA shall forward such payment to Transport for London.

3. **BUS CAPACITY CONTRIBUTION**

The Developer covenants:-

- 3.1 to pay 34% of the Bus Capacity Contribution to the GLA upon the earlier of:-
- 3.1.1 completion of the Bus Loop Developer's Works; and
 - 3.1.2 Occupation of the final Residential Unit in Phase 3
- and the Developer covenants that neither Phase 4 nor any of Phases 5 to 8 shall be Occupied until 34% of the Bus Capacity Contribution has been paid to the GLA;
- 3.2 to pay 33% of the Bus Capacity Contribution to the GLA prior to the Occupation of Phase 4 and that neither Phase 4 nor any of Phases 5 to 8 shall be Occupied until such payment has been made; and
- 3.3 to pay 33% of the Bus Capacity Contribution to the GLA prior to the Occupation of Phase 6 and that neither Phase 6 nor any of Phases 7 to 8 shall be Occupied until such payment has been made.

SCHEDULE 13

MONITORING, AIR QUALITY AND CARBON OFFSET

1. DEFINITIONS

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Carbon Offset Contribution" means for each Phase a sum of money (S) calculated by applying the following formula:

$$S = (A + B) \times C$$

Where:

A = the number of tonnes of carbon dioxide in excess of the target set out in condition 24 of the Planning Permission; and

B = the number of tonnes of carbon dioxide in excess of the target set out in condition 25 of the Planning Permission

C = the price per carbon tonne which at the date of this Deed is £60 and which may be updated in the policy or guidance documents of the relevant Council

"Energy Addendum" means the energy addendum that is required to be submitted pursuant to condition 27 of the Planning Permission

"LBH Air Quality Contribution" means the sum of £20,000 to be spent on the installation of an air quality monitoring station and associated equipment

"LBH Monitoring Contribution" means the sum of £10,000 to be spent on securing monitoring and ensuring compliance with the obligations in this Deed

"LBBD Monitoring Contribution" means the sum of £10,000 to be spent on securing monitoring and ensuring compliance with the obligations in this Deed

2. CARBON OFFSET CONTRIBUTION CALCULATION AND PAYMENT

2.1 The Developer covenants that with each Reserved Matters application for a Phase it shall include with the Energy Addendum a calculation of the Carbon Offset Contribution for that Phase for approval by the GLA and that for Phase 2 it shall specify how the Carbon Offset Contribution is to be divided between LBH and LBBD.

2.2 The Developer covenants that no Phase shall be Implemented until the GLA has given its approval of the amount of the Carbon Offset Contribution for that Phase.

2.3 The Developer shall pay:-

2.3.1 the Carbon Offset Contribution for Phase 1 to LBH within one month of Practical Completion of the final Residential Unit within Phase 1 and the Developer covenants that none of Phases 3 to 8 shall be Implemented until the Carbon Offset Contribution for Phase 1 has been paid to LBH;

2.3.2 the Carbon Offset Contribution for Phase 2 to each of LBBD and LBH in the proportions set out in the information that is approved by the GLA within one month of Practical Completion of the final Residential Unit within Phase 2 and the Developer covenants that none of Phases 4 to 8 shall be Implemented until the Carbon Offset Contribution for Phase 2 has been paid to each of LBBD and LBH;

- 2.3.3 the Carbon Offset Contribution for Phase 3 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 3 and the Developer covenants that none of Phases 5 to 8 shall not be Implemented until the Carbon Offset Contribution for Phase 3 has been paid to LBBB;
- 2.3.4 the Carbon Offset Contribution for Phase 4 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 4 and the Developer covenants that none of Phases 6 to 8 shall be Implemented until the Carbon Offset Contribution for Phase 4 has been paid to LBBB;
- 2.3.5 the Carbon Offset Contribution for Phase 5 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 5 and the Developer covenants that none of Phases 7 to 8 shall be Implemented until the Carbon Offset Contribution for Phase 5 has been paid to LBBB;
- 2.3.6 the Carbon Offset Contribution for Phase 6 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 6 and the Developer covenants that Phase 8 shall not be Implemented until the Carbon Offset Contribution for Phase 6 has been paid to LBBB;
- 2.3.7 the Carbon Offset Contribution for Phase 7 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 7 and the Developer covenants that Phase 8 shall not be Implemented until the Carbon Offset Contribution for Phase 7 has been paid to LBBB; and
- 2.3.8 the Carbon Offset Contribution for Phase 8 to LBBB within one month of Practical Completion of the final Residential Unit within Phase 8.

3. CONTRIBUTIONS

The Developer covenants:-

- 3.1 to pay the LBH Monitoring Contribution to LBH within one month of the Commencement Date and the Development shall not be further Implemented until such payment has been made;
- 3.2 to pay to LBBB the LBBB Monitoring Contribution to LBBB within one month of the Commencement Date and that the Development shall not be further Implemented until such payment has been made; and
- 3.3 to pay the LBH Air Quality Contribution to LBH on or prior to the Commencement Date and that the Development shall not be Commenced until such payment has been made.

SCHEDULE 14

STATION

1. DEFINITIONS

1.1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"Transport Purposes" means the provision of public transport by rail and any and all purposes reasonably ancillary thereto within the Development

"Station" means the new railway station building to be constructed on the Station Land

"Station Land" means the land shown edged red on drawing number SK_020 attached at Appendix 1

"Station Agreement" means an agreement between GLAP and the Developer and Network Rail Infrastructure Limited on reasonable terms to secure:-

- (a) the construction of the Station
- (b) the transfer of the freehold or grant of a long leasehold interest in the Station from GLAP or its nominee to a provider of public rail services for nil consideration or a peppercorn rent (as applicable)
- (c) if necessary the Developer shall surrender the part of any Lease that comprises the Station so as to allow GLAP to comply with the transfer or letting referred to in (b) above
- (d) a restriction on the use of the Station for Transport Purposes
- (e) provisions for the transfer of the Station back to GLAP in the event it is not operational within a prescribed time period and
- (f) the grant of any necessary rights, licences and/or subleases required to facilitate the construction of the Station and its subsequent operation

"Station Safeguarding Period" means the period commencing on the date of Commencement of Development and ending on the date on which the final Residential Unit in Phase 8 is Occupied

"Transport Site Notice" means a notice served on the Developer by GLAP or its nominee to include:-

- (a) confirmation of the party who will operate and maintain the Station
- (b) confirmation that funding is in place for the construction and operation of the Station as well as ancillary items such as the station platforms and fit out of the Station and
- (c) confirmation the Station Agreement has been entered into

2. **SAFEGUARDING OF STATION LAND**

- 2.1 The Developer covenants that during the Station Safeguarding Period the Station Land shall not be used other than for Transport Purposes.
- 2.2 If during the Station Safeguarding Period a Transport Site Notice is served by GLAP on the Developer, with a copy to be provided to the GLA and the Councils, the Developer covenants to the GLA and the Councils that it will construct the Station to Shell and Core on the Station Land in accordance with the Planning Permission and the Station Agreement.

SCHEDULE 15

DESIGN MONITORING

1. DESIGN MONITORING

- 1.1 The Developer covenants that no Reserved Matters application that relates to part of the Development located within the LBBD Administrative Area shall be submitted to the GLA unless it has previously been presented to the LBBD Design Council (CABE) review panel.
- 1.2 The Developer covenants that no Reserved Matters application that relates to part of the Development located within the LBH Administrative Area shall be submitted to the GLA unless it has previously been presented to the LBH Quality Review Panel.
- 1.3 The Developer covenants that it shall not Implement any of Phases 2 to 8 unless in respect of each Phase the requirements of paragraph 1.1 and/or 1.2 have been complied with (as applicable).
- 1.4 LBBD covenants to use all reasonable endeavours to ensure that the LBBD design review panel reports on each Reserved Matters application presented to it within 10 Working Days of the relevant presentation.
- 1.5 LBH covenants to use all reasonable endeavours to ensure that the LBH quality review panel reports on each Reserved Matters application presented to it within 10 Working Days of the relevant presentation.

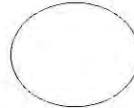
The common seal of **THE GREATER LONDON AUTHORITY** was hereunto affixed in the presence of:



Common Seal

.....
Authorised Signatory

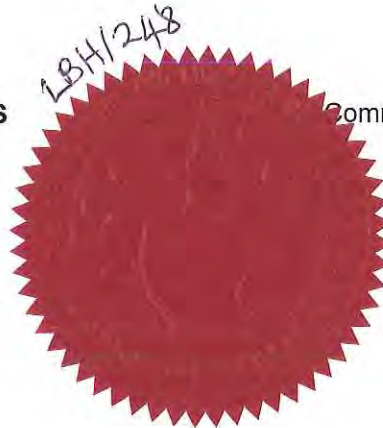
The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM** was hereunto affixed in the presence of:



Common Seal

.....
A Duly Authorised Officer
Minute No. 127/05/01
Seal No. 40247

The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** was hereunto affixed in the presence of:



Common Seal

.....
Authorised Signatory

Executed as a Deed by **GLA LAND AND PROPERTY LIMITED**

acting by

.....
Full Name (Director)

in the presence of:

.....
Full Name (Witness)

.....
Address

.....

Address

.....
Signature of Director

Signature of Director

.....
Signature of Witness

Signature of Witness

Executed as a Deed by **COUNTRYSIDE PROPERTIES
(UK) LIMITED**
acting by

..... IAIN McPHERSON

Full Name (Director)
in the presence of:

..... 

Signature of Director

.....
Full Name (Witness)

.....
Witnessed by:

Name: S L O'Connor

Address: 32 Haynes Road, Hdrntchurch
Essex RM11 2HT

Occupation: Secretary

Address

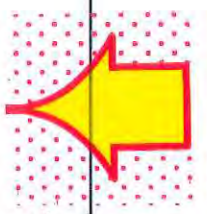
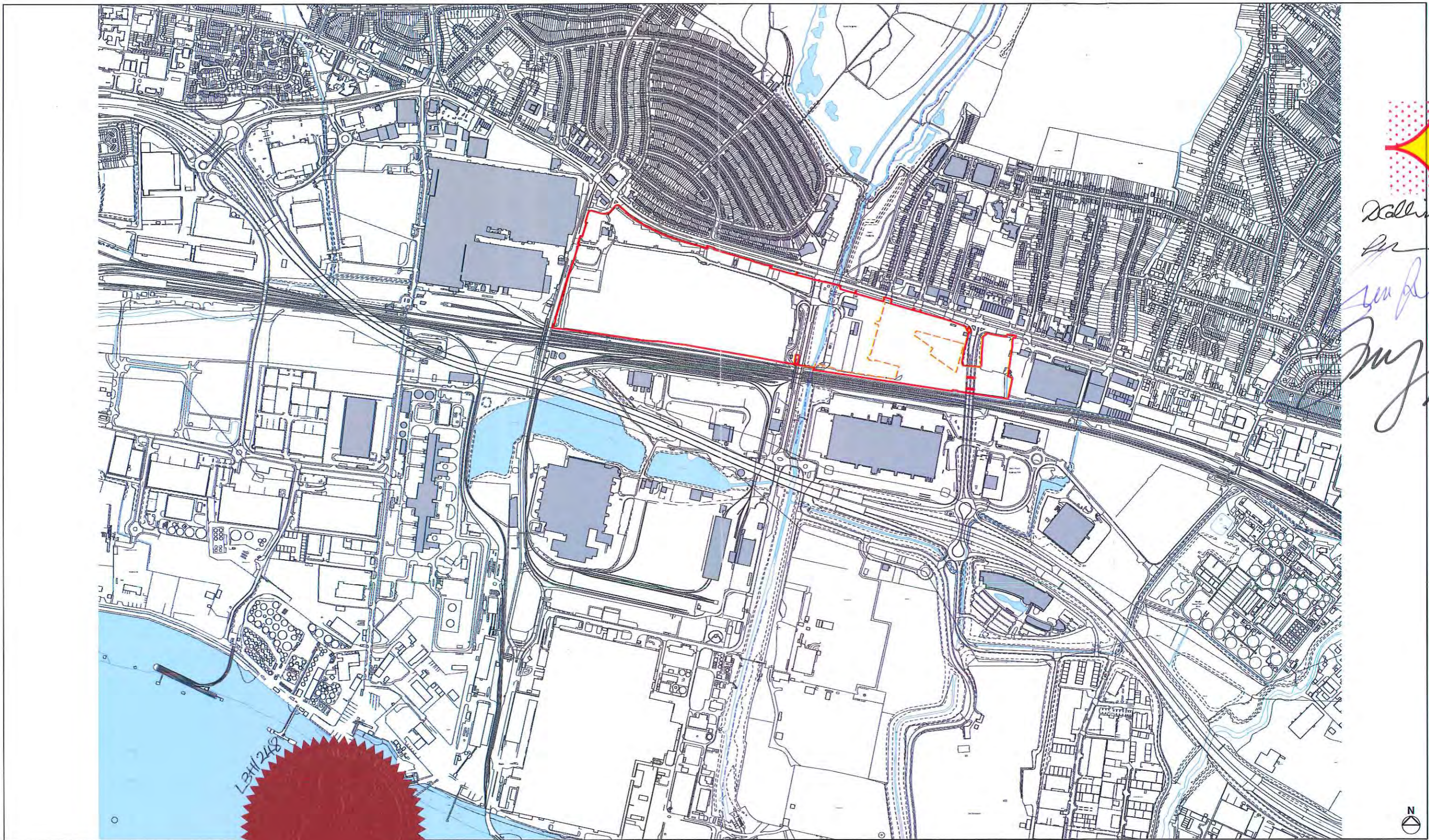
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Signature of Witness

APPENDIX 1

PLANS

1. The Site –Drawing number: 448-PT-MP-PL-1001 (rev PL3)
2. Borough boundary plan –Drawing number: 448-PT-MP-PL-1118 (rev PL2)
3. Phasing Plan –Drawing number 448-PT-MP-PL-1103 (rev PL5)
4. Blocks K and L – Drawing number L(00)_005 (rev A)
5. LBH School Site – Drawing number plan number 448-SK-348 (rev P02)
6. LBBD School Site – Drawing number plan number 448-SK-349 (rev P02)
7. Open Space – Drawing number 448-SK-365 (rev P02)
8. Beam Parkway – Drawing number 448-SK-350 (rev P01)
9. Linear Park – Drawing number 448-PT-LA-PL-LP-1001 (rev PL5)
10. LBH Phase 2 Area and LBBD Phase 2 Area - Drawing number 448-SK-364 (rev P01)
11. Illustrative masterplan – Drawing number 448-PT-MP-PL-1101 (rev PL9)
12. Works to the A1306 / Eastern Junction (Station Approach) - Drawing number 11336/5066 P2
13. Works to the A1306 / Thames Avenue being a new signalised road junction - Drawing number 11336/5067 P1
14. Works to the Western Access onto Kent Avenue - Drawing number 11336/5068 P1
15. Marsh Way Access Land – Drawing number: 448-PT-LA-PL-LP-1121 (rev PL4)
16. Bus Loop Land – Drawing number drawing number 448-PT-LA-PL-LP-1128 (rev P02)
17. Station Land – Drawing number SK_020



Deliver
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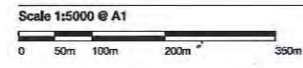
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- Key**
- Planning application boundary
 - Borough boundary
 - - - Phase one details



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MAYOR OF LONDON

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Title Site location plan

Project Beam Park

Scale 1:5000 @ A1 1:10000 @ A3

Issue Record By Chk Date

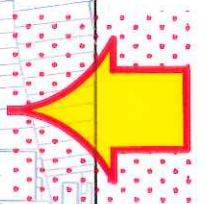
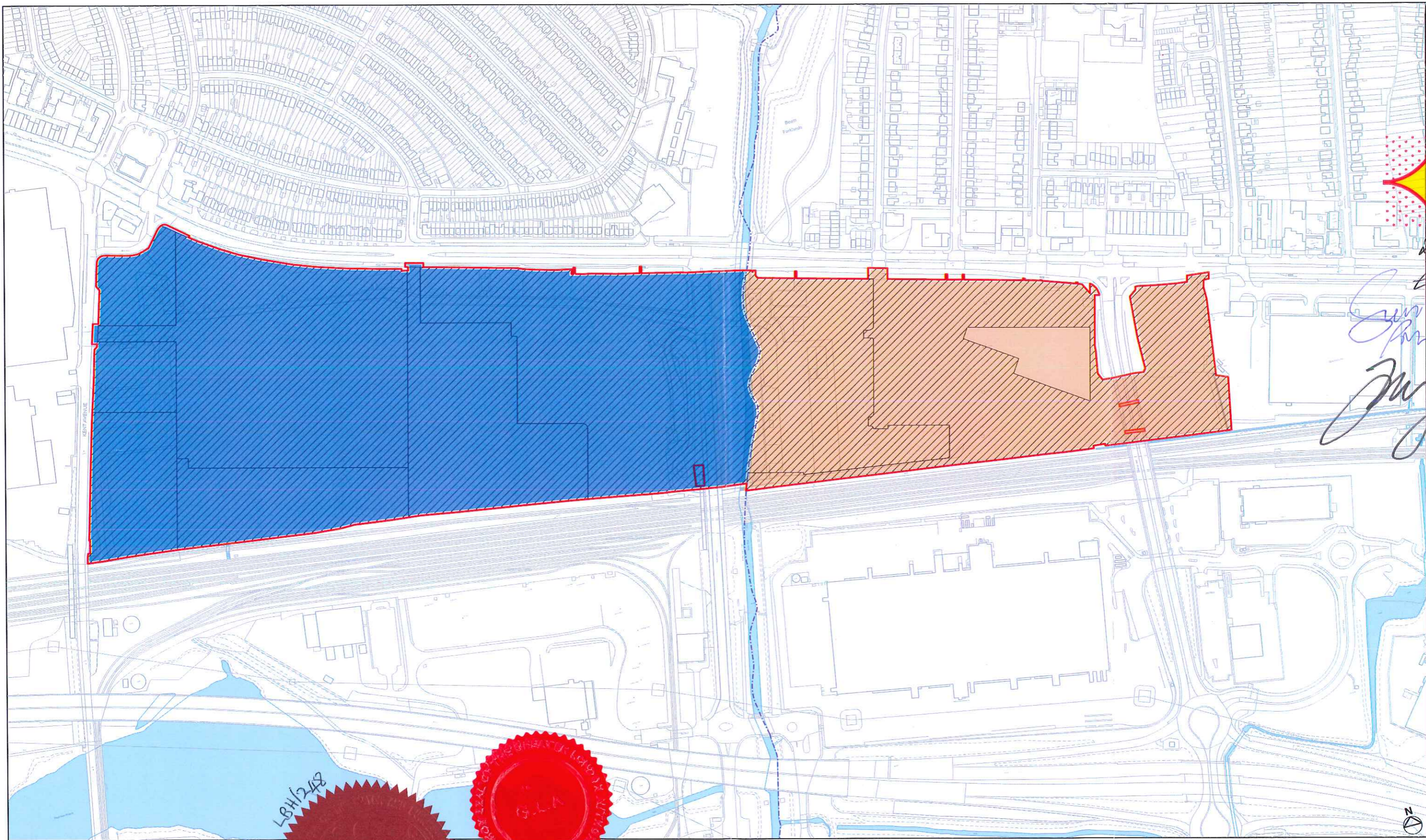
PL3 For Information	EP	SR	27.07.2018
PL2 For Planning	MG	SR	05.07.2018
PL1 For Information	SOM	TS	16.06.2017

Drawing Number 448-PT-MP-PL-1001 **Revision** PL3

Status For Information

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Patel Taylor



D Collins

for

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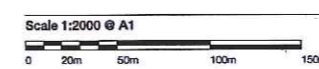
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- Key**
- Planning application boundary
 - Borough boundary
 - London Borough of Barking and Dagenham
 - London Borough of Havering



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Title S106
Borough boundary plan

Project Beam Park

Scale 1:2000 @ A1 1:4000 @ A3

Issue Record By Chk Date

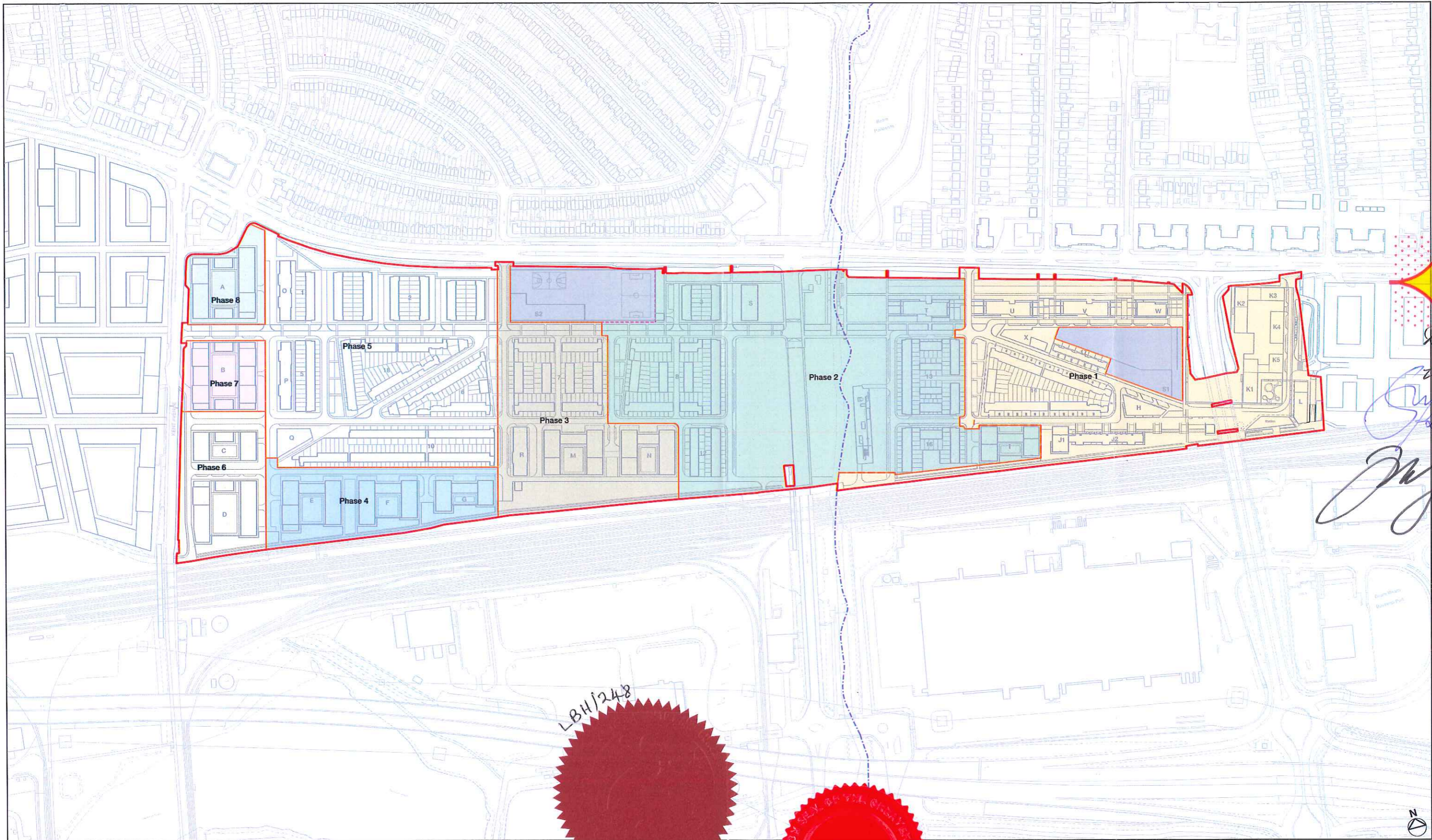
PL2 For Information MQ SF1 27.07.2018
PL1 For S106 TS TS 17.01.2018

Drawing Number 448-PT-MP-PL-1118 **Revision** PL2

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- Key**
- Planning application boundary
 - Borough boundary
 - - - Phase one detailed application boundary
 - Phase of LBBD school / LBH school To be provided by the local authority
 - A Apartment development zone letter
 - 11 House development zone number
 - S1 School development zone alphanumeric code
 - S2

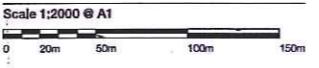
- Phasing Key**
- Phase 1
 - Phase 2
 - Phase 3
 - Phase 4
 - Phase 5
 - Phase 6
 - Phase 7
 - Phase 8
 - Phase of LBBD school / LBH school To be provided by the local authority

Drawing Notes
 -School areas excluded from phasing.
 -Boundaries indicate development zone phasing. Refer to engineer drawings for enabling and ground works required.

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 Was hereto affixed in the presence of

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Authorised Signatory



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Title Phasing with illustrative masterplan

Project Beam Park

Scale 1:2000 @ A1 1:4000 @ A3

Issue Record	By	Chk	Date
PL5 For Information	EP	SR	31.07.2018
PL4 For Information	EP	SR	27.07.2018
PL3 For Information	MO	SR	03.07.2018
PL2 Medical centre update	ILS	TS	17.01.2018
PL1 For Information	SOM	TS	15.06.2017

Drawing Number 448-PT-MP-PL-1103 **Revision** PL5

Status For Information

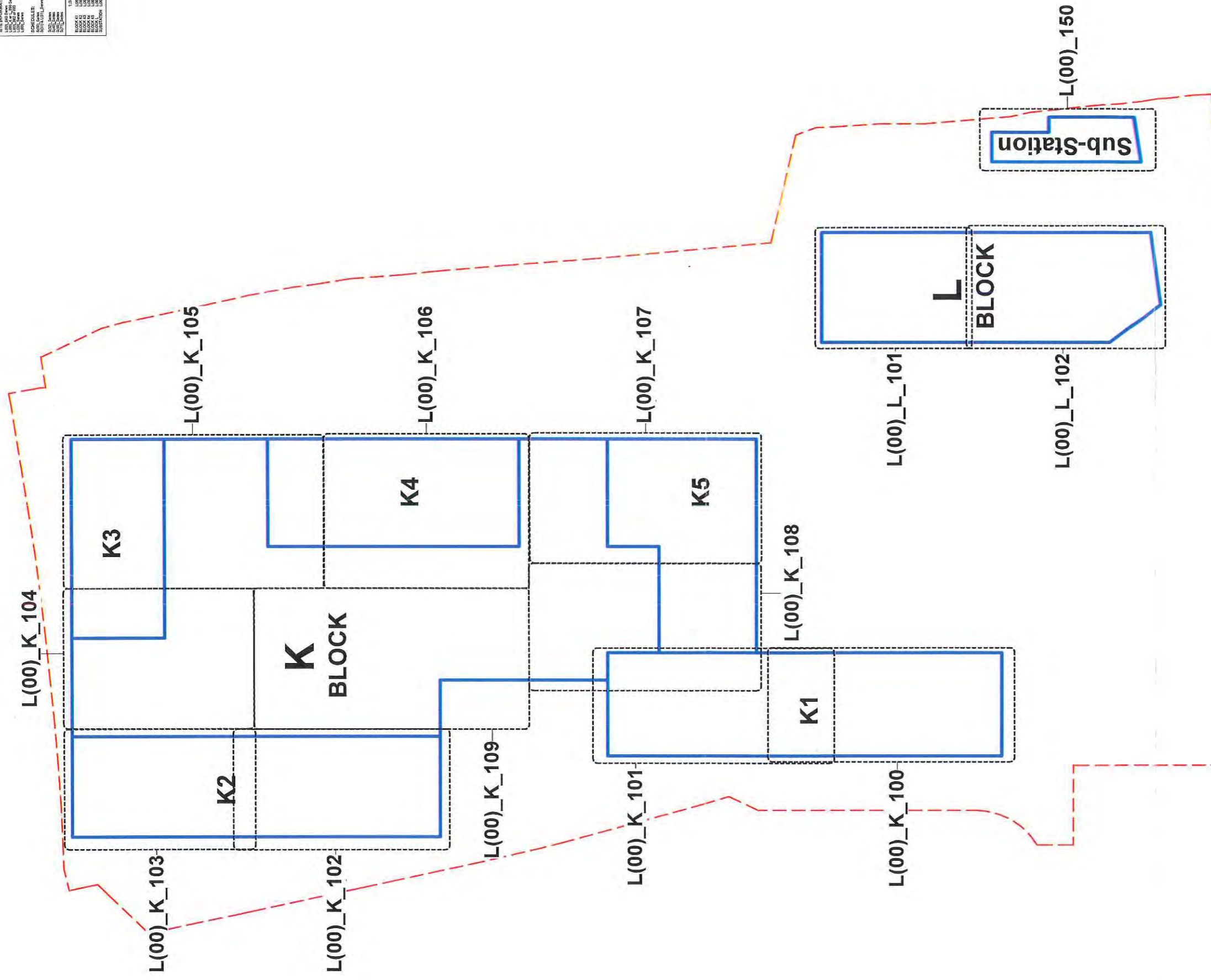
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ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
STRUCTURAL	STRUCTURAL
ENVIRONMENTAL	ENVIRONMENTAL
ENERGY	ENERGY
HAZARDOUS WASTE	HAZARDOUS WASTE
ASBESTOS	ASBESTOS
ARCHITECTURE	ARCHITECTURE
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ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
STRUCTURAL	STRUCTURAL
ENVIRONMENTAL	ENVIRONMENTAL
ENERGY	ENERGY
HAZARDOUS WASTE	HAZARDOUS WASTE
ASBESTOS	ASBESTOS



Dr Collins
Green
May

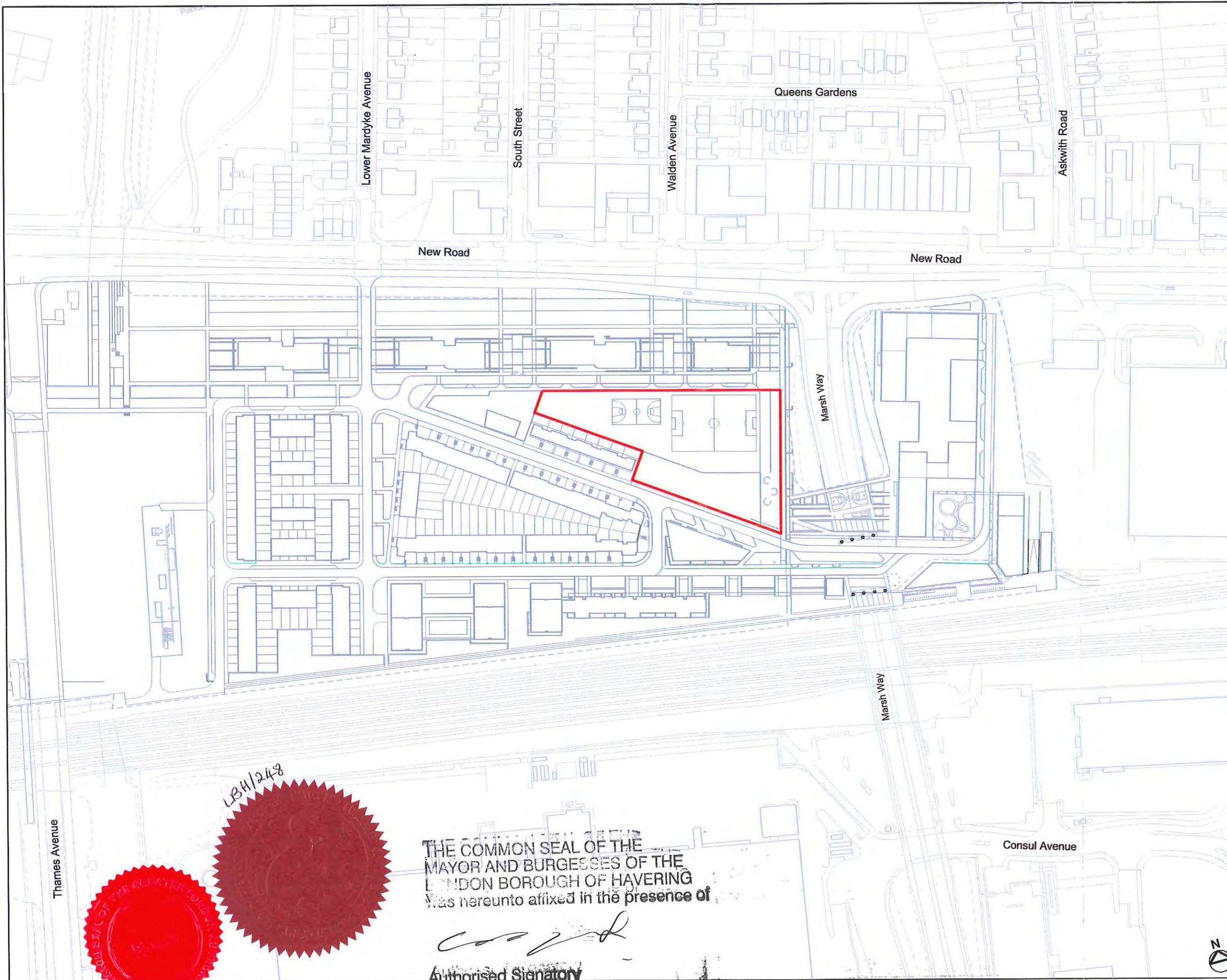


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CLIENTS		STAKEHOLDERS	
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MAYOR OF LONDON Mayor's Office City Hall, New London Square, London EC2N 2LH Tel: 020 7321 2000		LEVEL 3 CONSTRUCTION	

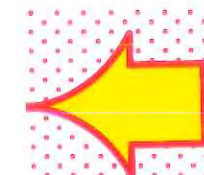
Pollard
 Thomas
 Edwards
 17-25, JLM 1:2008/00 Mar 18
 KEY PLAN - Ground Floor L(00)_005
 A



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Key Plan

Key
 LBH School boundary



D Collins

Stephen
May

Scale 1:2000 @ A3

Issue Record By Chk Date

PR2	Information	SR	SR	16.10.2016
PO1	Information	SR	SR	16.10.2016

Title
 Illustrated masterplan
 London Borough of Havering
 School boundary

Project
 Beam Park

Scale
 1:2000 @ A3

Status
 Information

Drawing Number	Revision
448-SK-348	P02

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LBH/248



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Thames Avenue

Lower Mardyke Avenue

South Street

Walden Avenue

Queens Gardens

Askwith Road

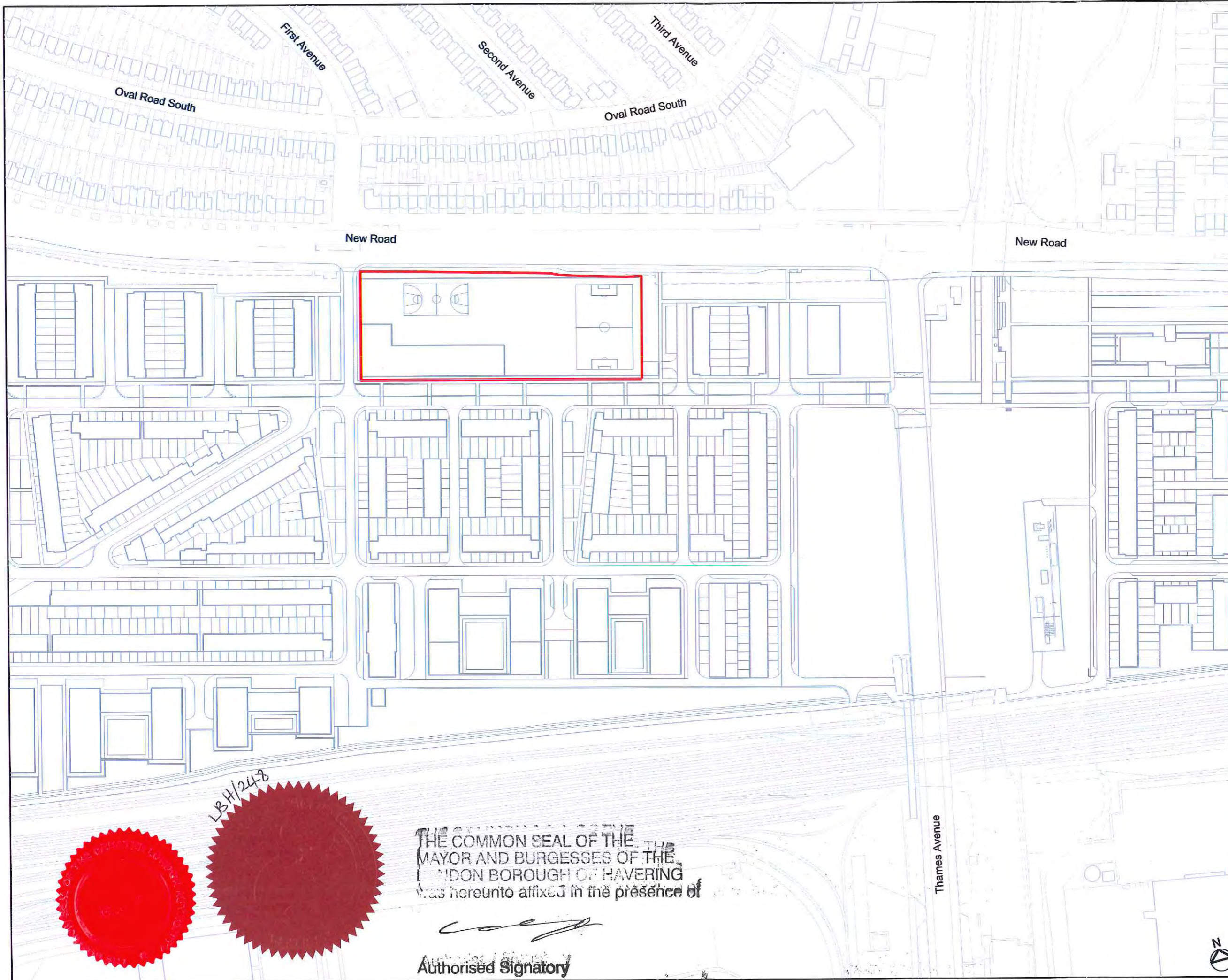
New Road

New Road

Marsh Way

Marsh Way

Consul Avenue



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Key Plan

Key

— LBBB School boundary



McCollins

Scale 1:2000 @ A3



Issue Record

By: *[Signature]* Date: *[Signature]*

P01 Information	SR	SR	18/10/2018
P01 Information	SR	SR	15/10/2016

Title
 Illustrated masterplan
 London Borough of Barking & Dagenham
 School boundary

Project
 Beam Park

Scale
 1:2000 @ A3

Status
 Information

Drawing Number 448-SK-349 **Revision** P02

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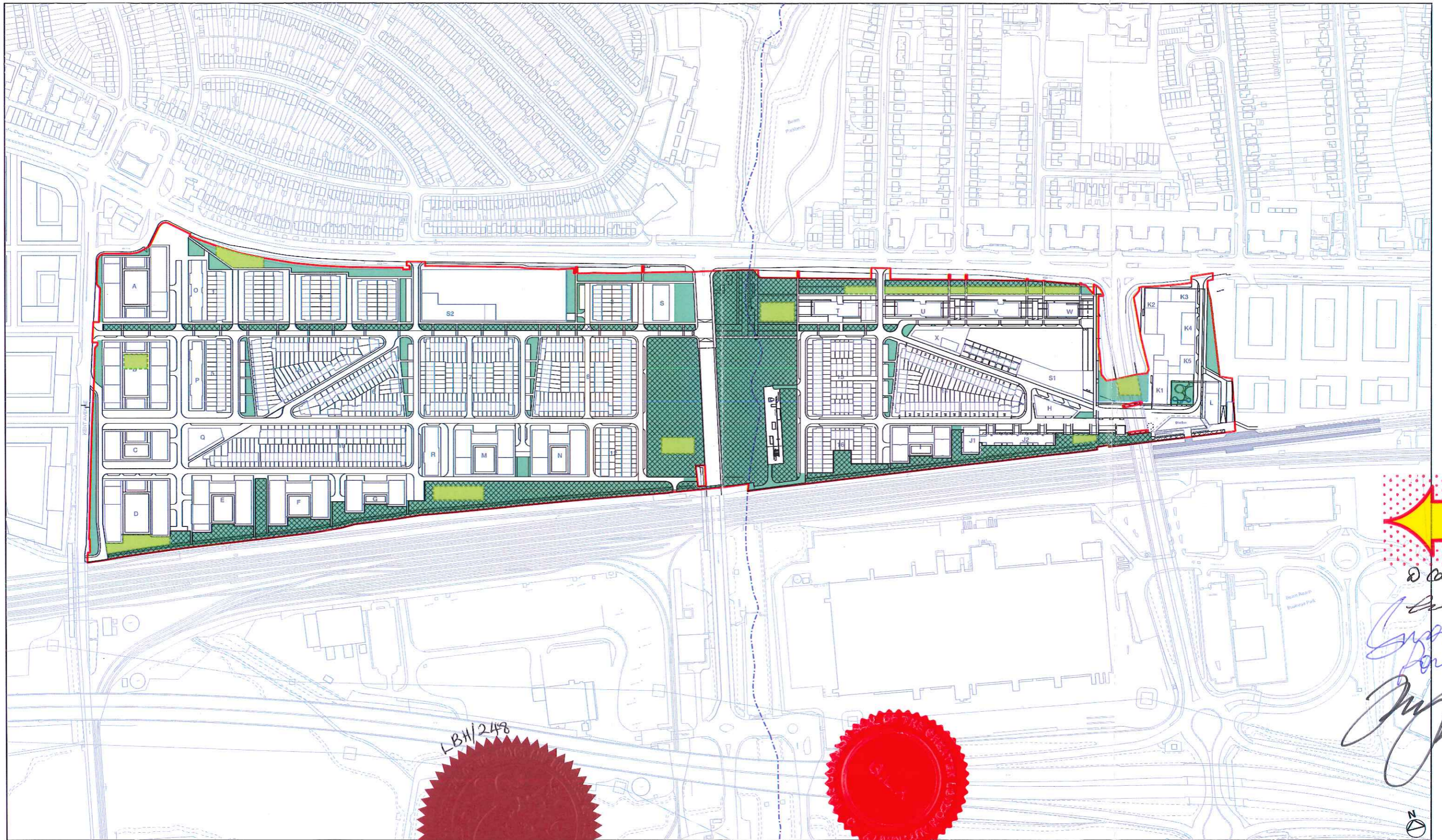
LBH/2448



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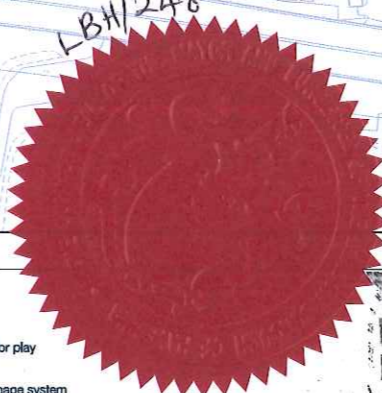
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D Collins
 [Signature]
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- Key**
- Planning application boundary
 - - - Borough boundary
 - - - Phase one detailed application boundary
 - A Apartment development zone letter
 - 11 House development zone number
 - S1 School development zone alphanumeric code
 - S2

- Key**
- Proposed public open space
 - Proposed locally equipped area for play
 - Proposed sustainable urban drainage system

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Scale 1:2000 @ A1
 0 20m 50m 100m 150m

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Title Illustrated masterplan
 Public open space, SUDS
 & locally equipped areas for play

Project Beam Park

Scale 1:2000 @ A1 1:4000 @ A3

Issue Record By Chk Date

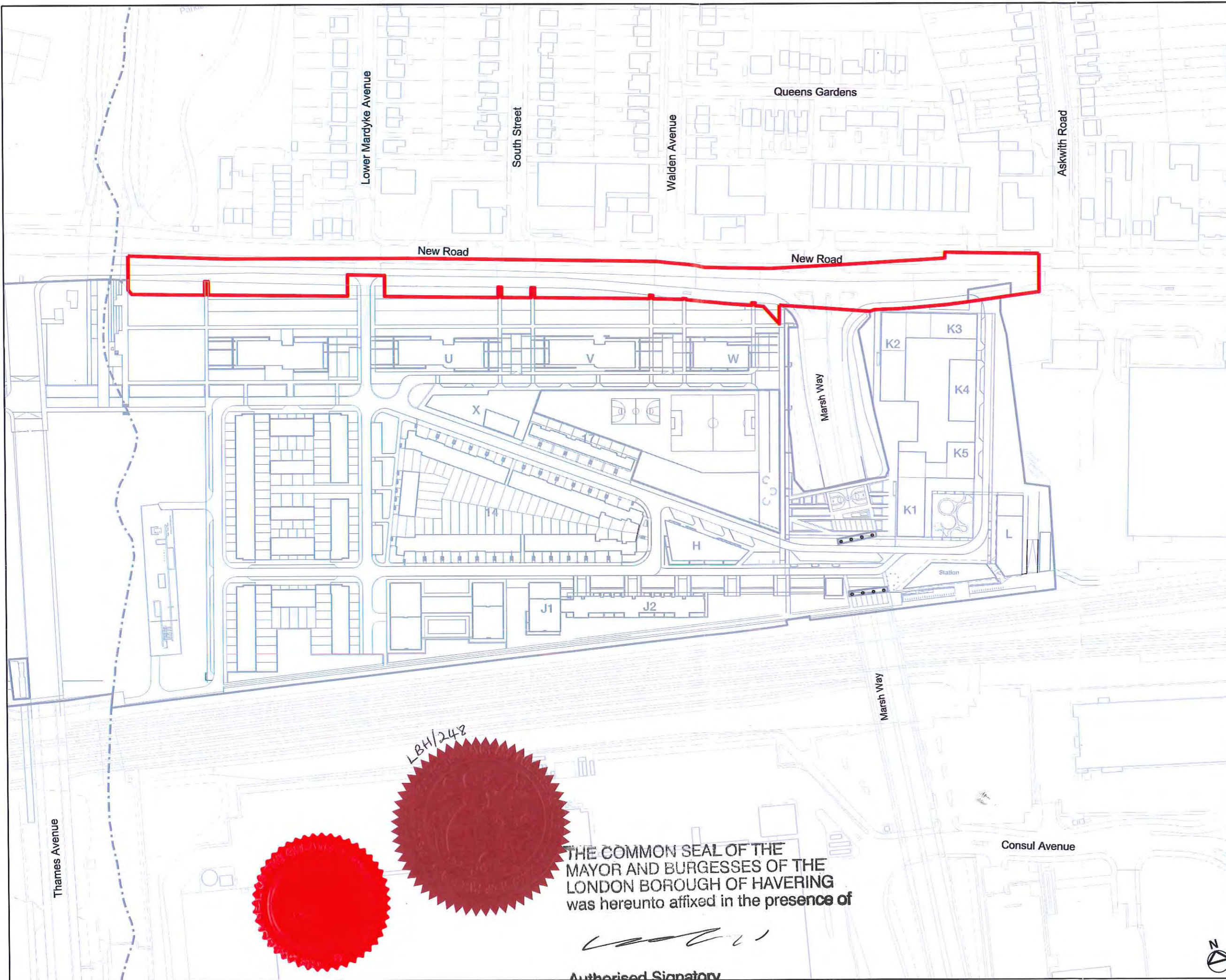
P02 For Information SR SR 13.12.2018
 P01 For Information SR SR 13.12.2018

Drawing Number 448-SK-365 **Revision** P02

Status For Information

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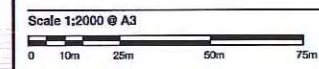
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Key Plan

Key
 Beam Park Way



Issue Record By Chk Date

PO1 Information SR TS 24.10.2011

Title
 Illustrated masterplan
 Beam Park Way

Project
 Beam Park

Scale
 1:2000 @ A3

Status
 Information

Drawing Number
 448-SK-350

Revision
 001

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Dcollins
[Signature]



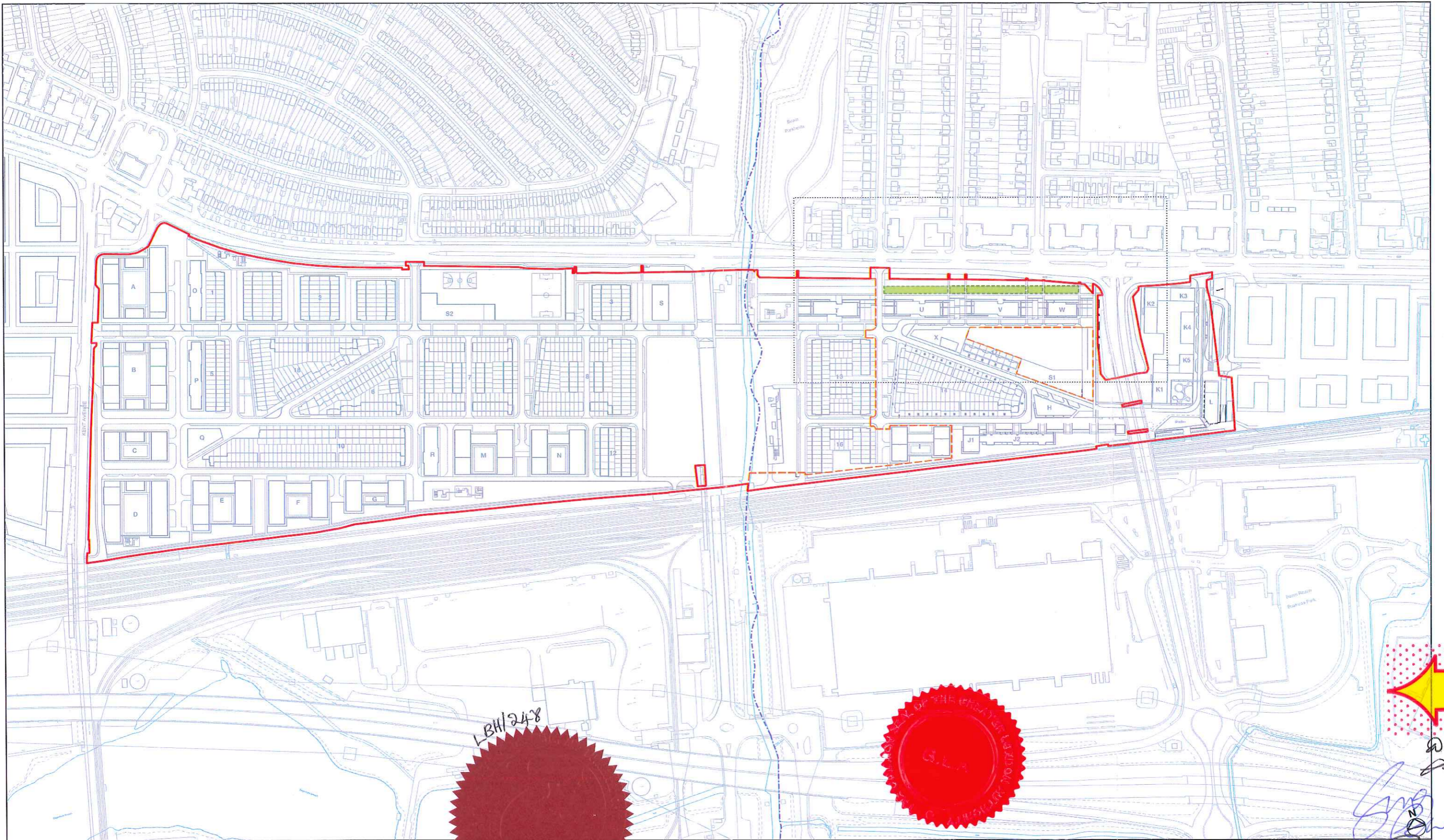
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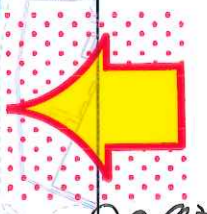
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Key

- Planning application boundary
- Borough boundary
- Phase one detailed application boundary
- A** Apartment development zone letter
- 11** House development zone number
- S1** School development zone alphanumeric code
- S2** School development zone alphanumeric code

Colour Code

- 0-11yr Play Areas with 100m proximity radius
- Minimum GLA requirements**
- under 5 yrs: 4,302m²
- 5-11 yrs: 2113m²
- Total: 7547m²
- 12+ yrs: 1057m² to be provided in central park and informal amenity space

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Title Play space strategy	
Project Beam Park	
Scale 1:2000 @ A1	1:4000 @ A3
Issue Record	
PL5 For Information	SR SR 10.01.2019
PL4 For Information	EP SR 31.07.2018
PL3 For Information	EP SR 27.07.2018
PL2 Medical centre update	ES TS 17.01.2018
PL1 For Information	SDM TS 16.06.2017

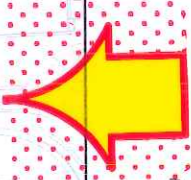
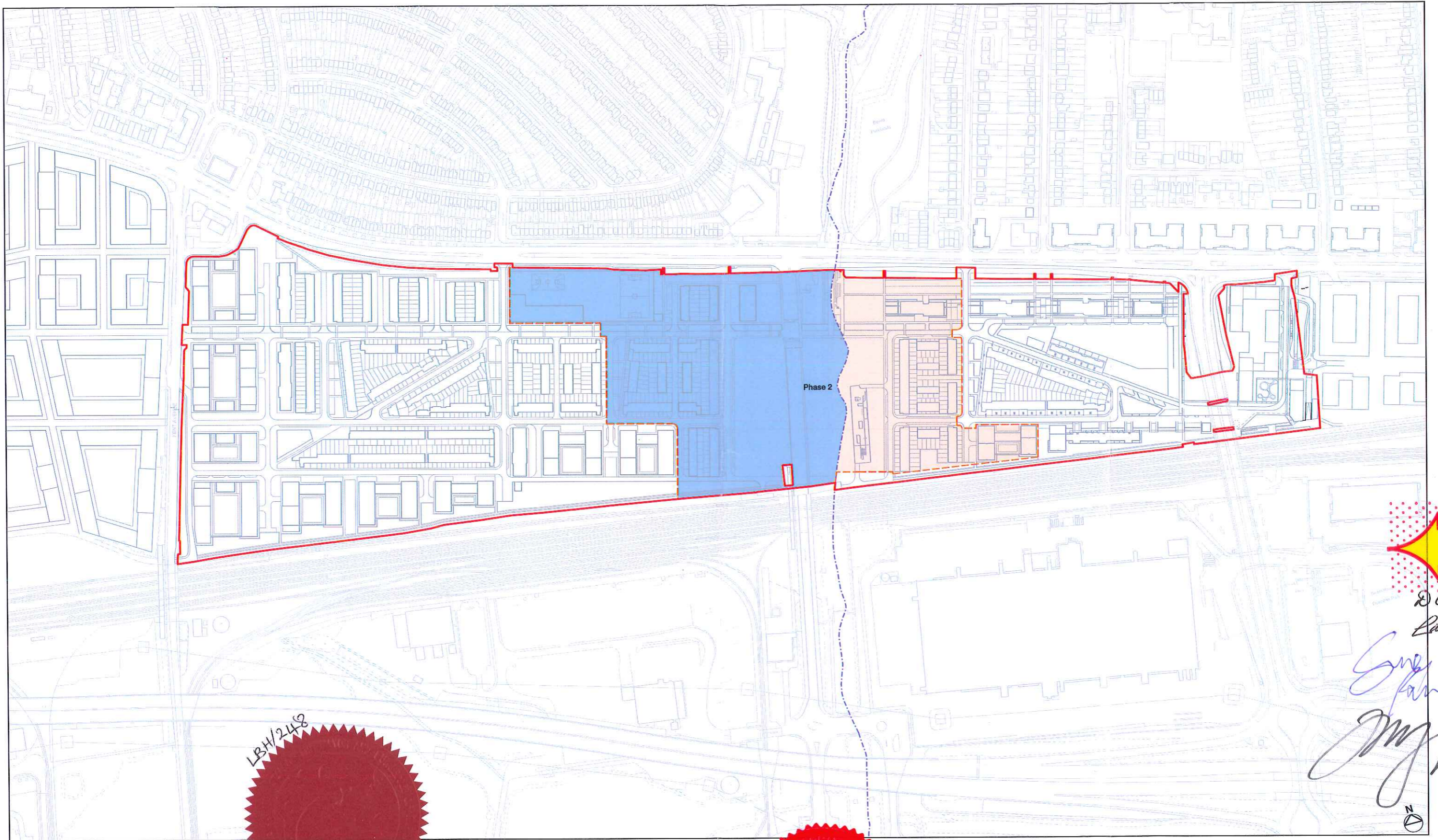
Drawing Number
 448-PT-LA-PL-LP-1001

Revision
 PL5

Status
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Key

- Planning application boundary
- Borough boundary
- Phase 2 application boundary
- London Borough of Barking and Dagenham
- London Borough of Havering

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Title Illustrative masterplan
 Phase 2 application boundary
 LBH and LBBDD

Project Beam Park

Scale 1:2000 @ A1 1:4000 @ A3

Issue Record By Chk Date

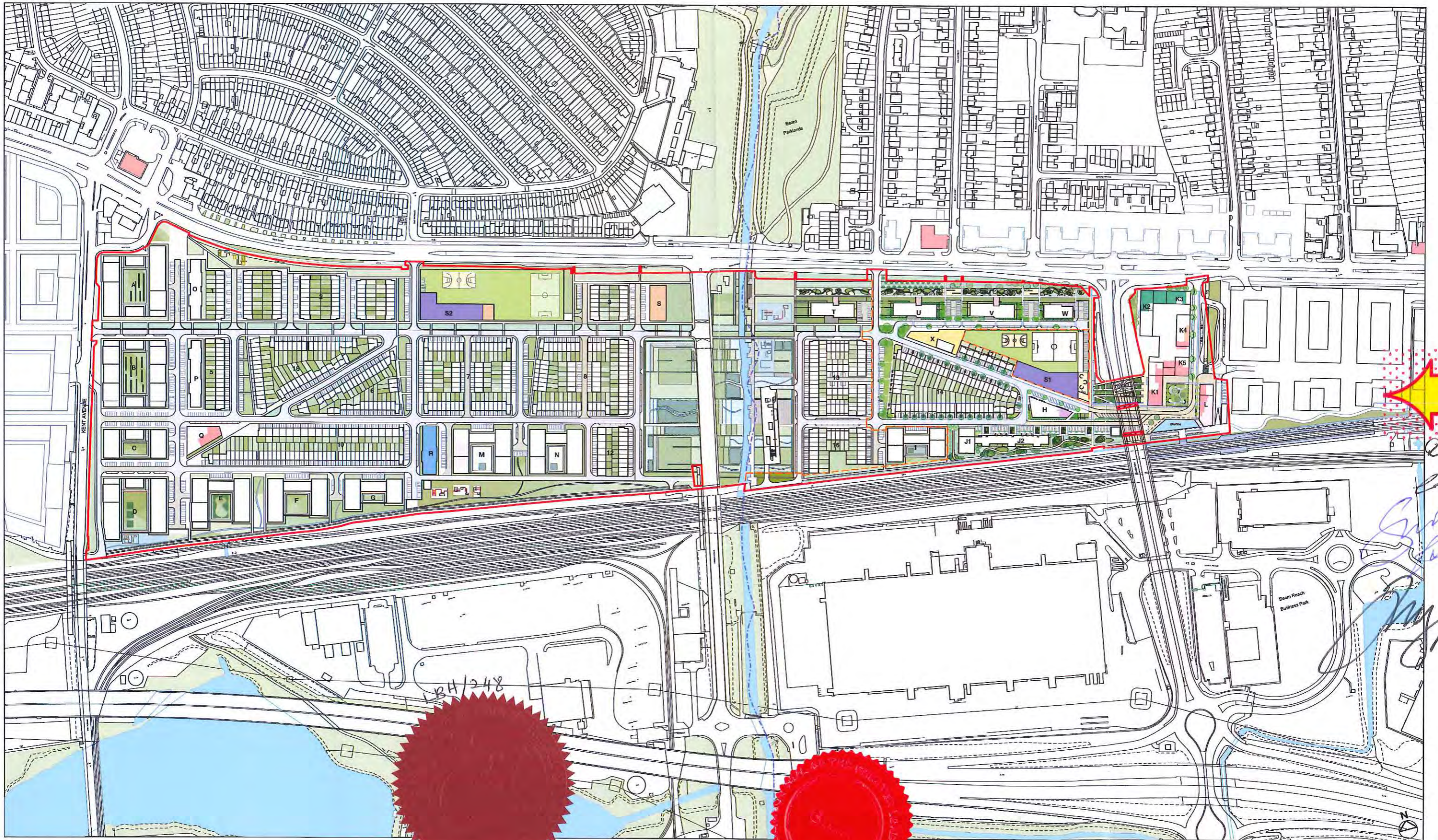
P01 For Information SR SR 11.12.2018

Drawing Number 448-SK-364 **Revision** P01

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Callin
Sam
John

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- Key**
- Planning application boundary
 - Borough boundary
 - - - Phase one detailed application boundary

- Colour Code**
- Leisure Use
 - Commercial Areas
 - Medical Centre
 - Management Office
 - Community Space

- Nursery
- School
- Station
- Energy Centre

Key plan

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Mayor of London

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Title
 Illustrative masterplan

Project
 Beam Park

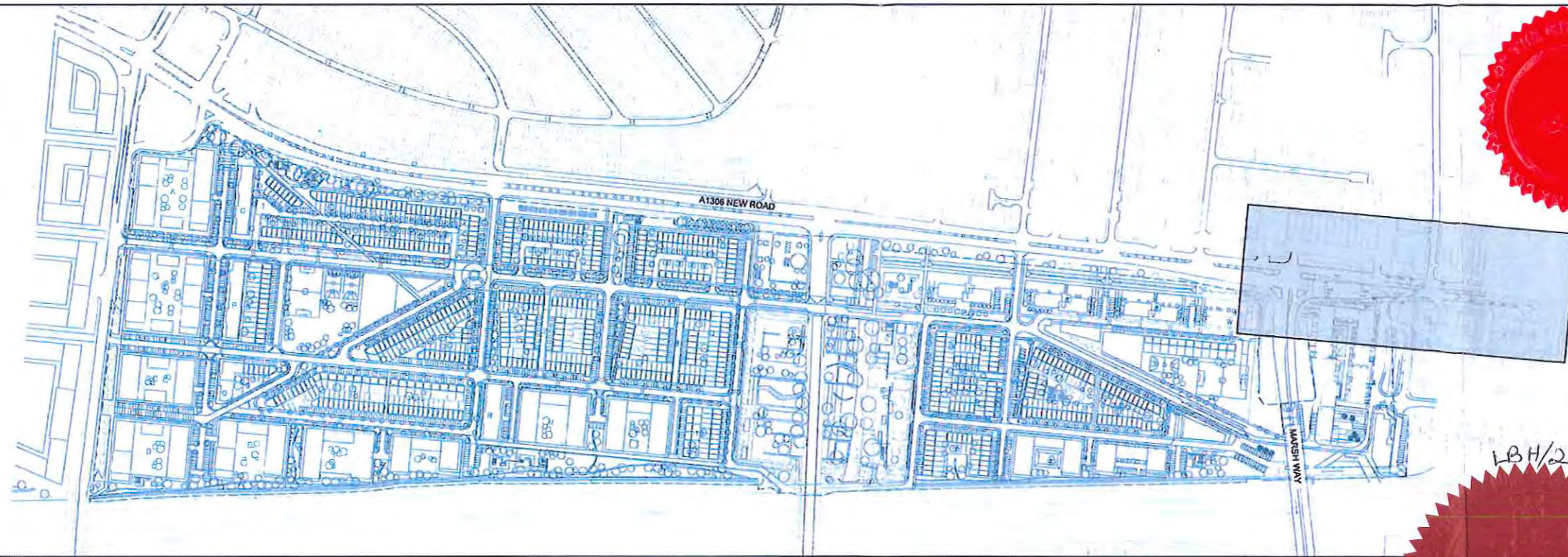
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Issue Record	By	Chk	Date
PL3 For information	EP	SR	31.07.2018
PL4 For information	L	SR	27.07.2018
PL7 Road width update	L	SR	23.07.2018
PL6 Flyover landscape updated	EP	SR	17.07.2018

Drawing Number 448-PT-MP-PL-1101
Revision PL9
Status For Information

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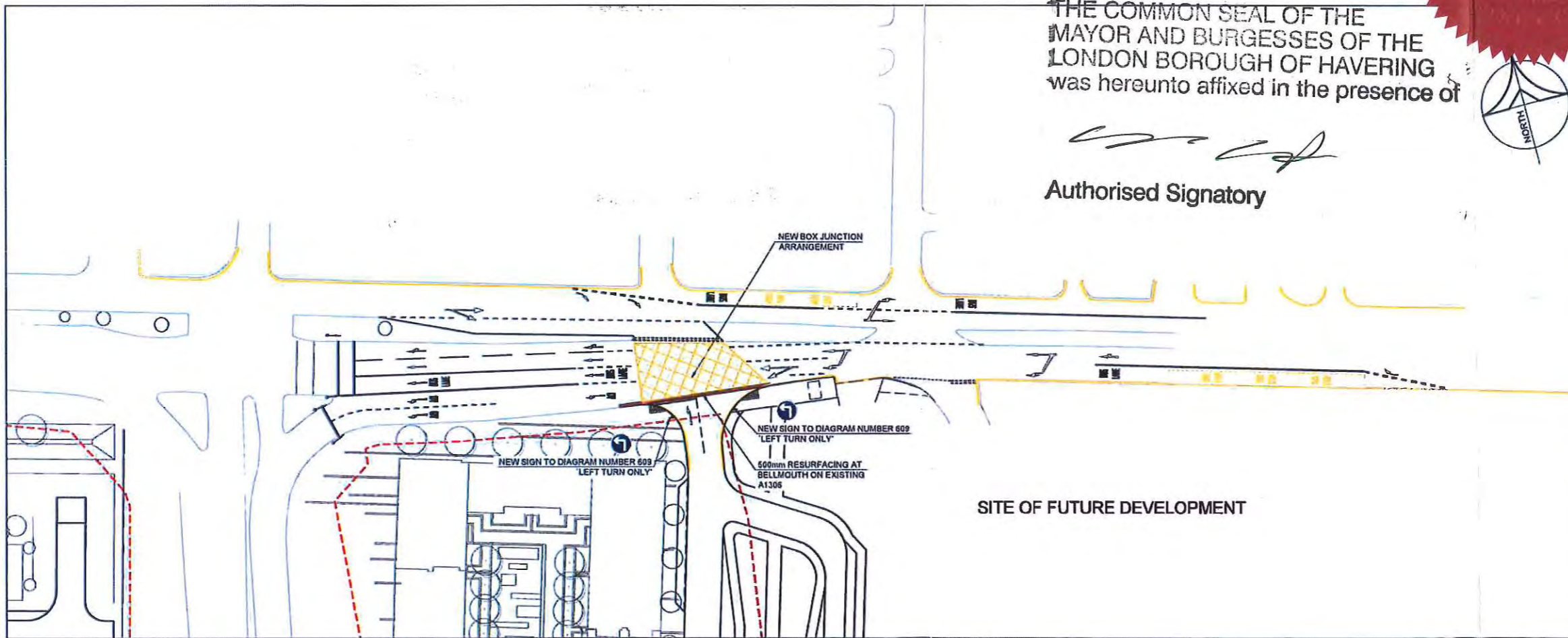
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KEY PLAN
SCALE 1:2500

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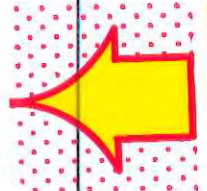


SITE PLAN
SCALE 1:500

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LEGEND

- NEW TRAFFIC SIGNAL
- EXTENT OF RESURFACING TO EXISTING PUBLIC HIGHWAY
- SITE BOUNDARY



LBH/248

.PRELIMINARY.

P2	JUNCTION LAYOUT REVISED	BWL	19.01.17
P1	PRELIMINARY ISSUE	BWL	01.11.16
Rev	Revisions	By	Date

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London Uppminster

Client: COUNTRYSIDE

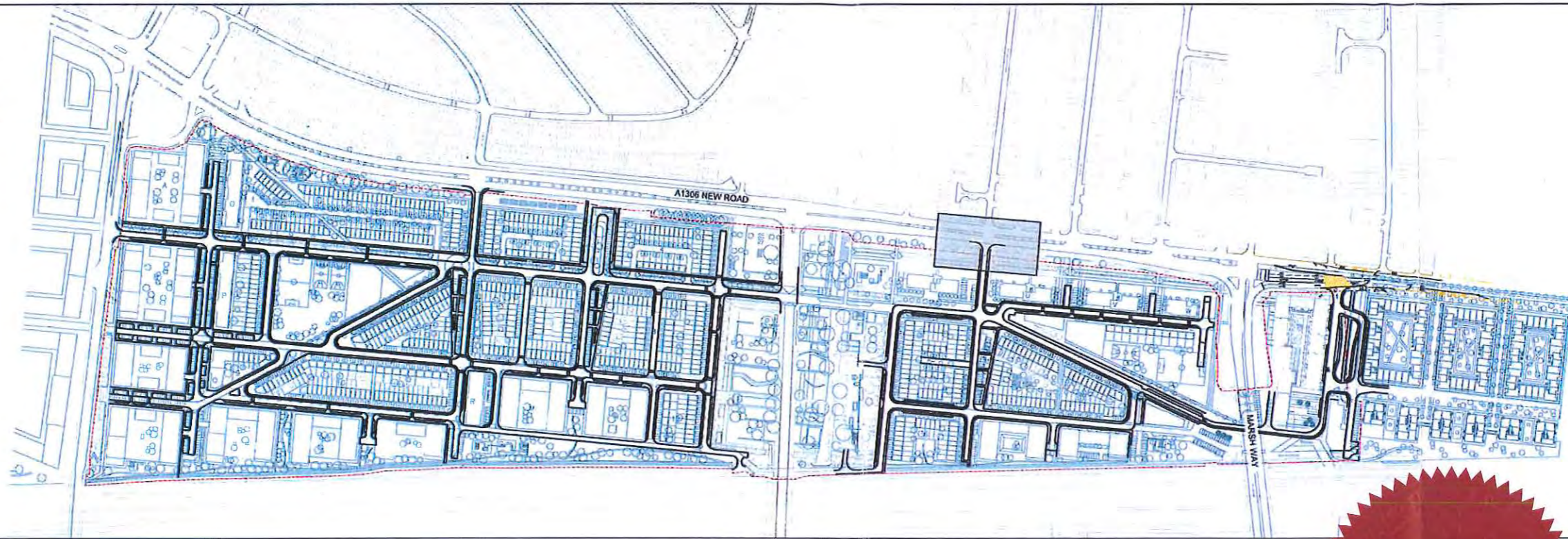
Project title:
**BEAM PARK,
DAGENHAM**

Drawing title:
**SECTION 278 WORKS
SHEET 1 OF 3**

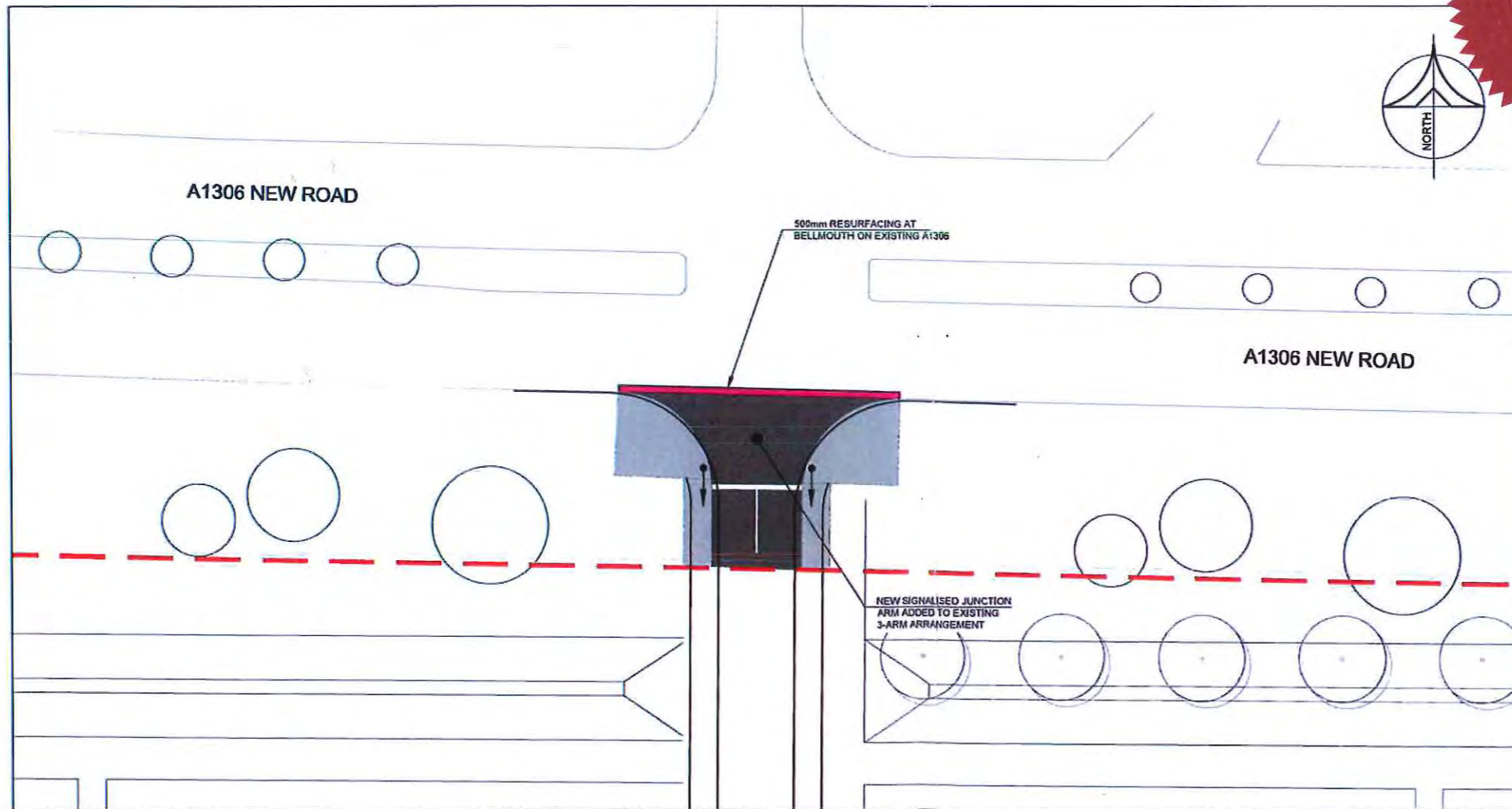
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Scale: AS SHOWN @ A1 Date: OCT '16

Drawing No: 11336/5066 P2



KEY PLAN
SCALE 1:2500



SITE PLAN
SCALE 1:200




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LEGEND

-  NEW TRAFFIC SIGNAL
-  CARRIAGEWAY
-  FOOTWAY
-  EXTENT OF RESURFACING TO EXISTING PUBLIC HIGHWAY
-  SITE BOUNDARY

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Rev	Revisions	By	Date
P1	PRELIMINARY ISSUE	BWL	01.11.16

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London Upminster

COUNTRYSIDE

TEAM PARK,
DAGENHAM

Drawing Title:
SECTION 278 WORKS
SHEET 2 OF 3

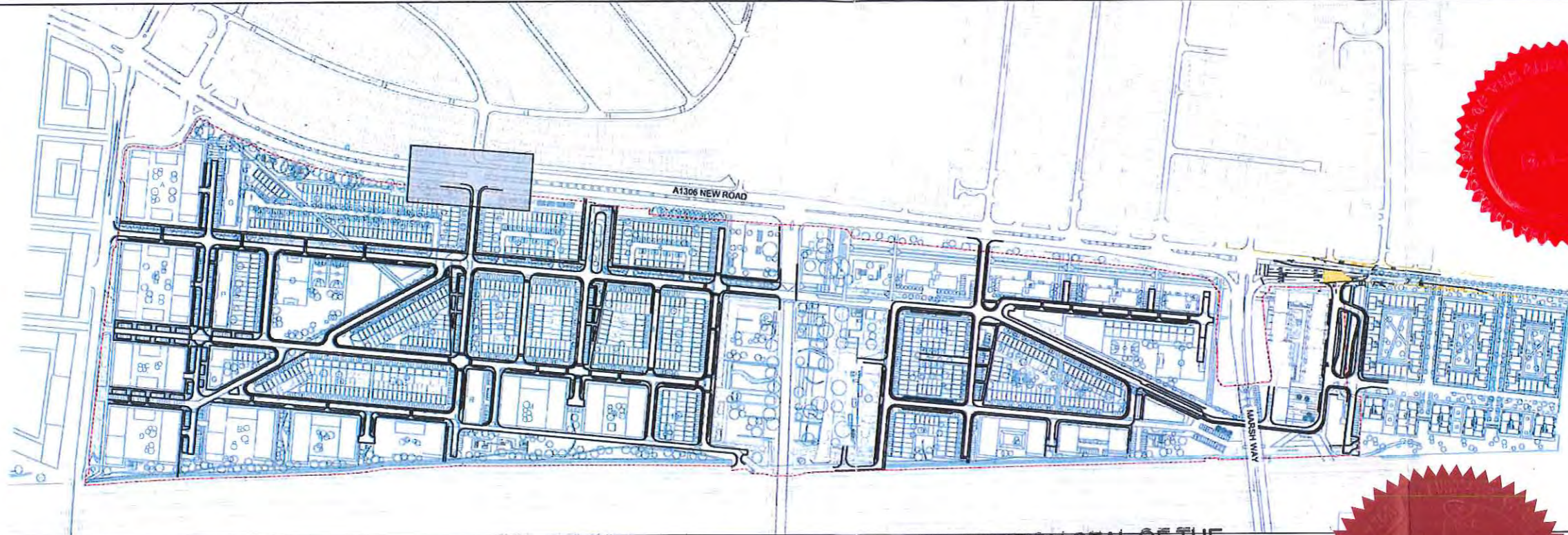
Drawn: BWL Checked: GW

Scale: AS SHOWN @ A1 Date: OCT 16

Drawing No: 11336/5067 P1

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KEY PLAN
SCALE 1:2500

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LEGEND

-  NEW TRAFFIC SIGNAL
-  CARRIAGEWAY
-  FOOTWAY/CENTRAL RESERVATION
-  EXTENT OF RESURFACING TO EXISTING PUBLIC HIGHWAY
-  SITE BOUNDARY



.PRELIMINARY.

P1	PRELIMINARY ISSUE	BWL	01.11.16
Rev	Revisions	By	Date

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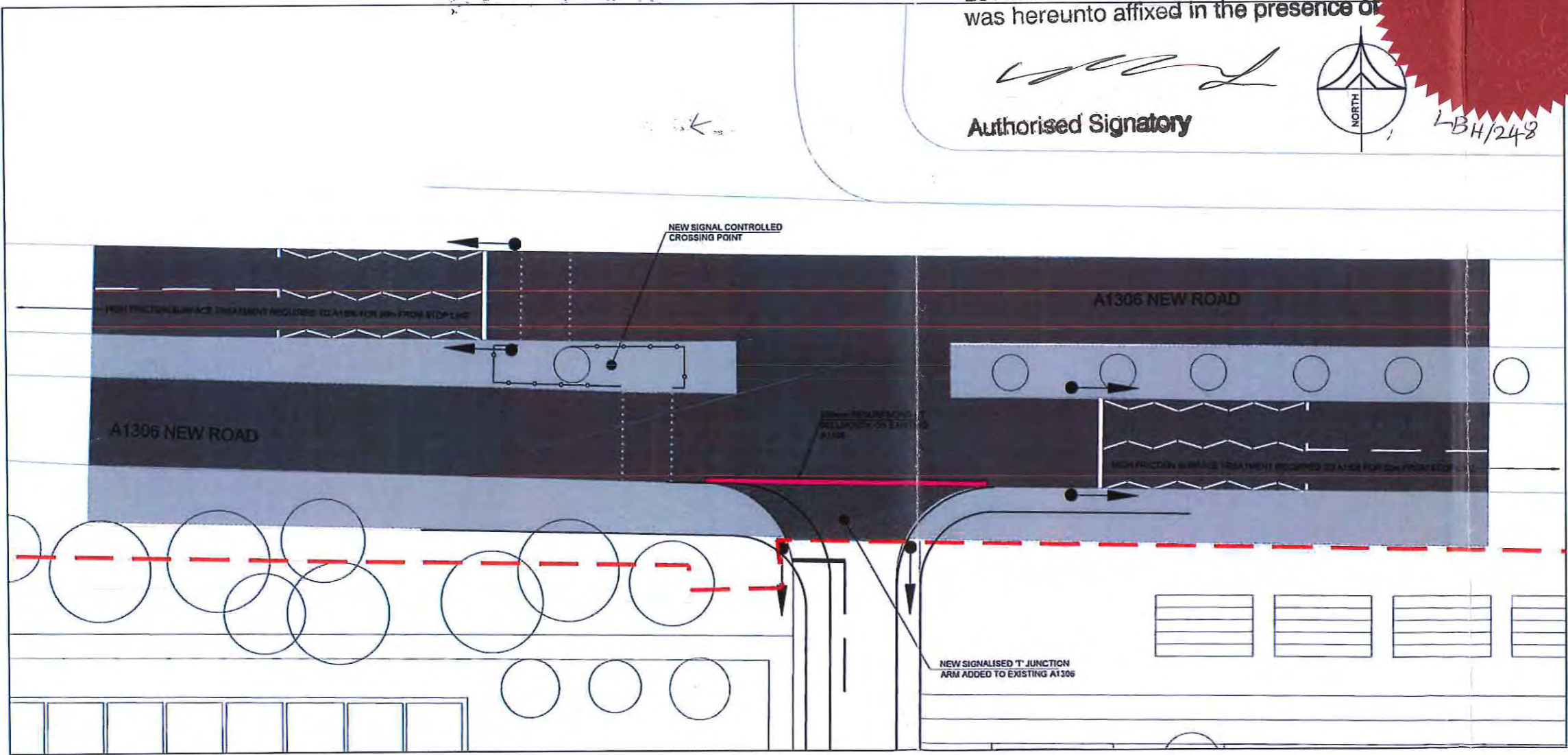
 **COUNTRYSIDE**

Project Title:
**BEAM PARK,
DAGENHAM**

Drawing Title:
**SECTION 278 WORKS
SHEET 3 OF 3**

Drawn: **BWL** Checked: **GW**
Scale: **1:200 @ A1** Date: **OCT '16**

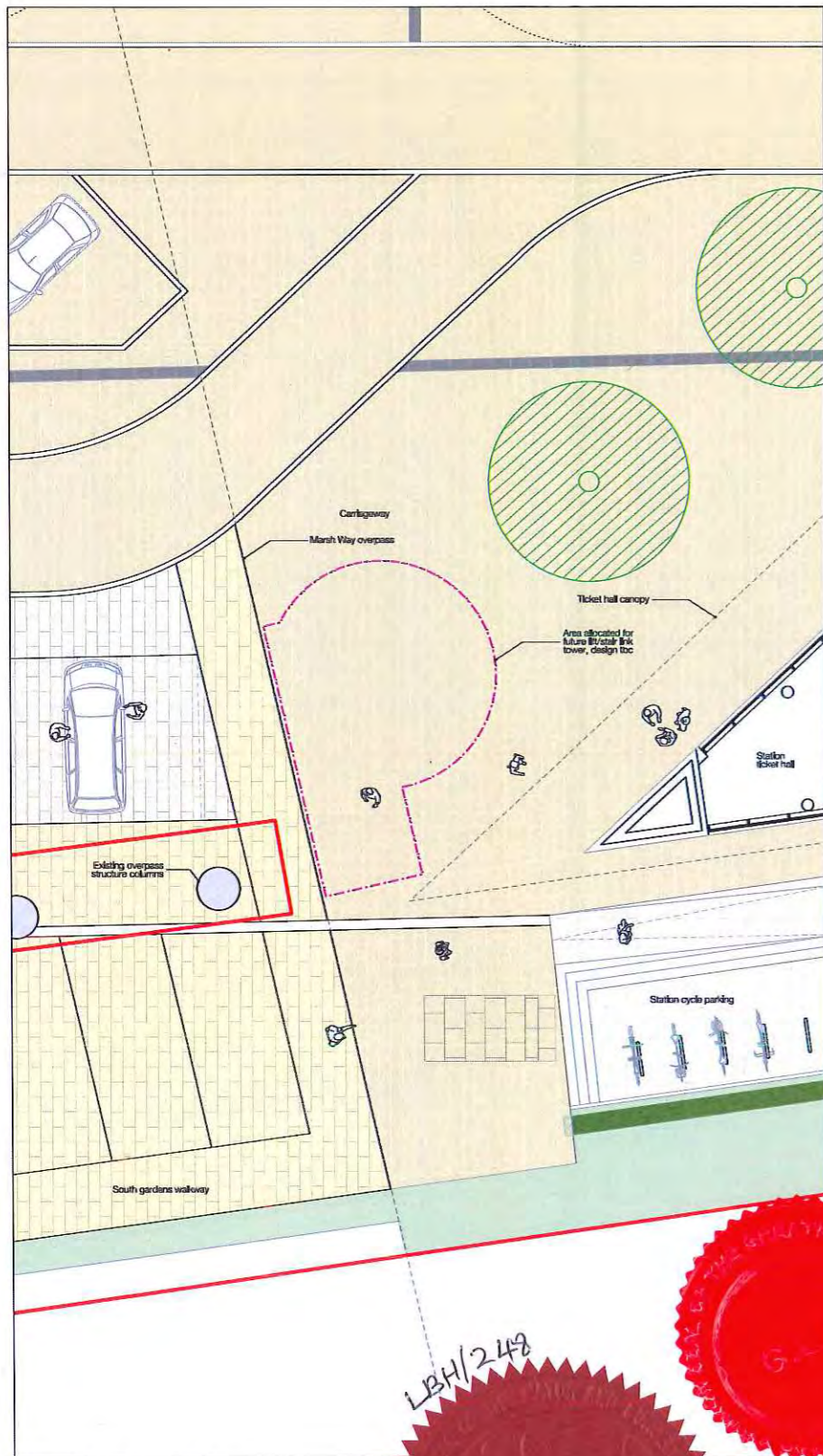
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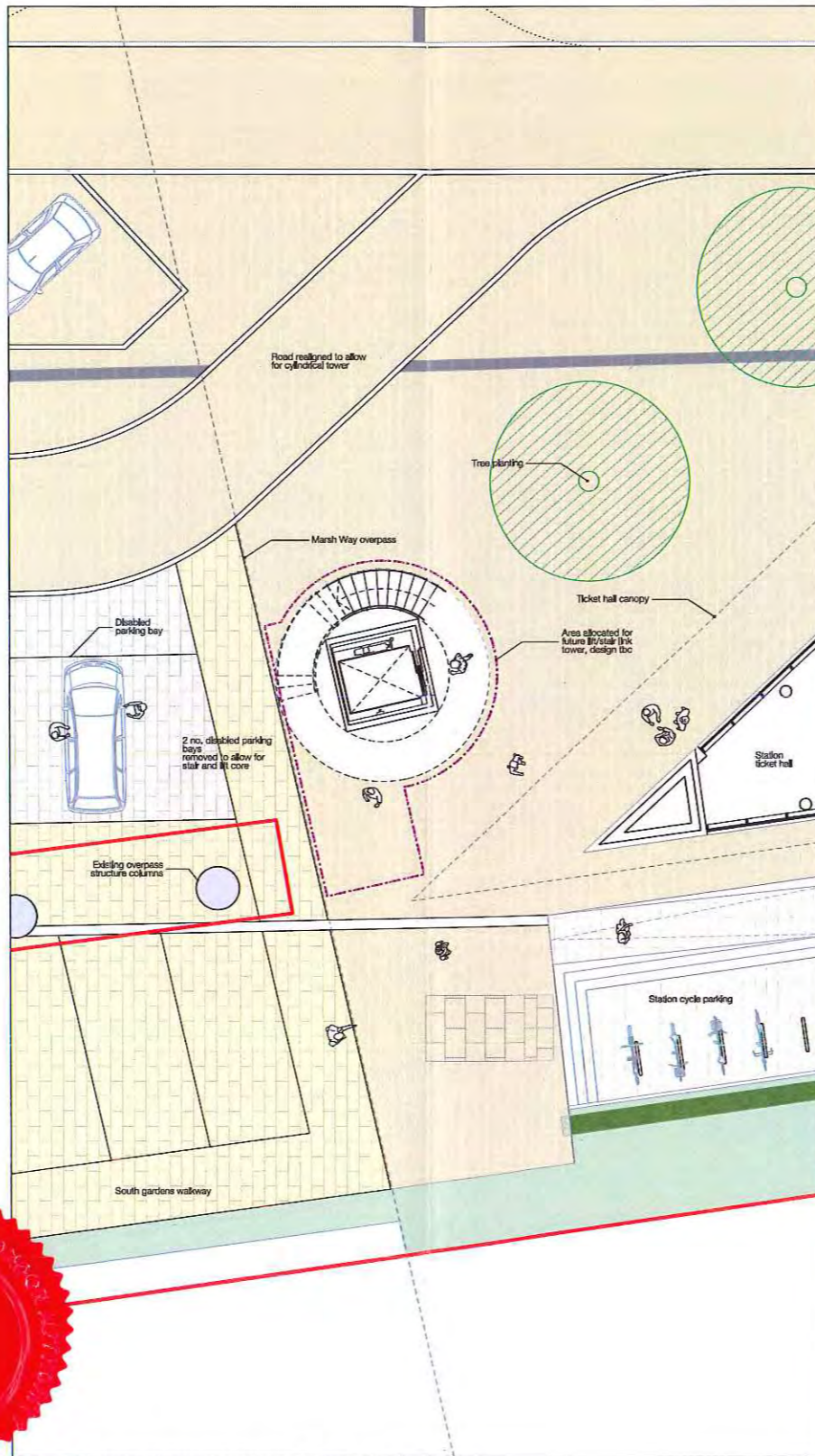
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SCALE 1:200



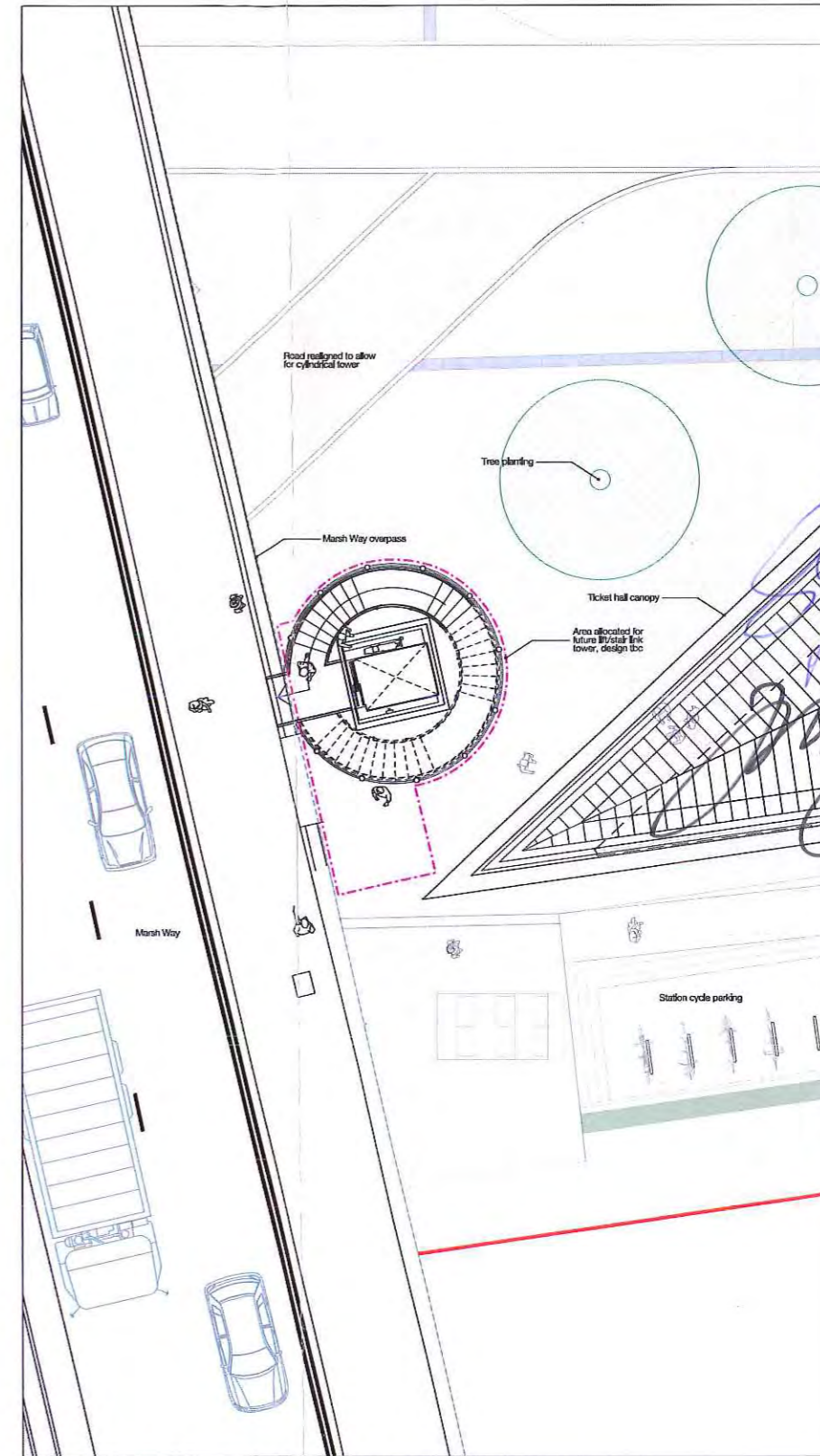
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01 Phase 1 proposal
1:100 @ A1



02 Lift and stair core conversion - Ground floor
1:100 @ A1



03 Lift and stair core conversion - Top floor
1:100 @ A1

D. Collins
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Contractors must ensure that cross referenced drawings and specifications noted on these drawings are checked on a regular basis to ensure that the latest revisions are used.

- Key**
- Planning application boundary
 - Borough boundary
 - - - Phase 1 detailed application boundary
 - - - Land allocated for Marsh Way Link, Lift/stair tower design etc.

Key plan



Scale 1:50 @ A1



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COUNTRYSIDE

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MAYOR OF LONDON

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Title Phase 1
Optional capacity:
Lift and stair core to Marsh Way

Project Beam Park

Scale 1:100 @ A1 1:200 @ A3

Issue Record By Chk Date

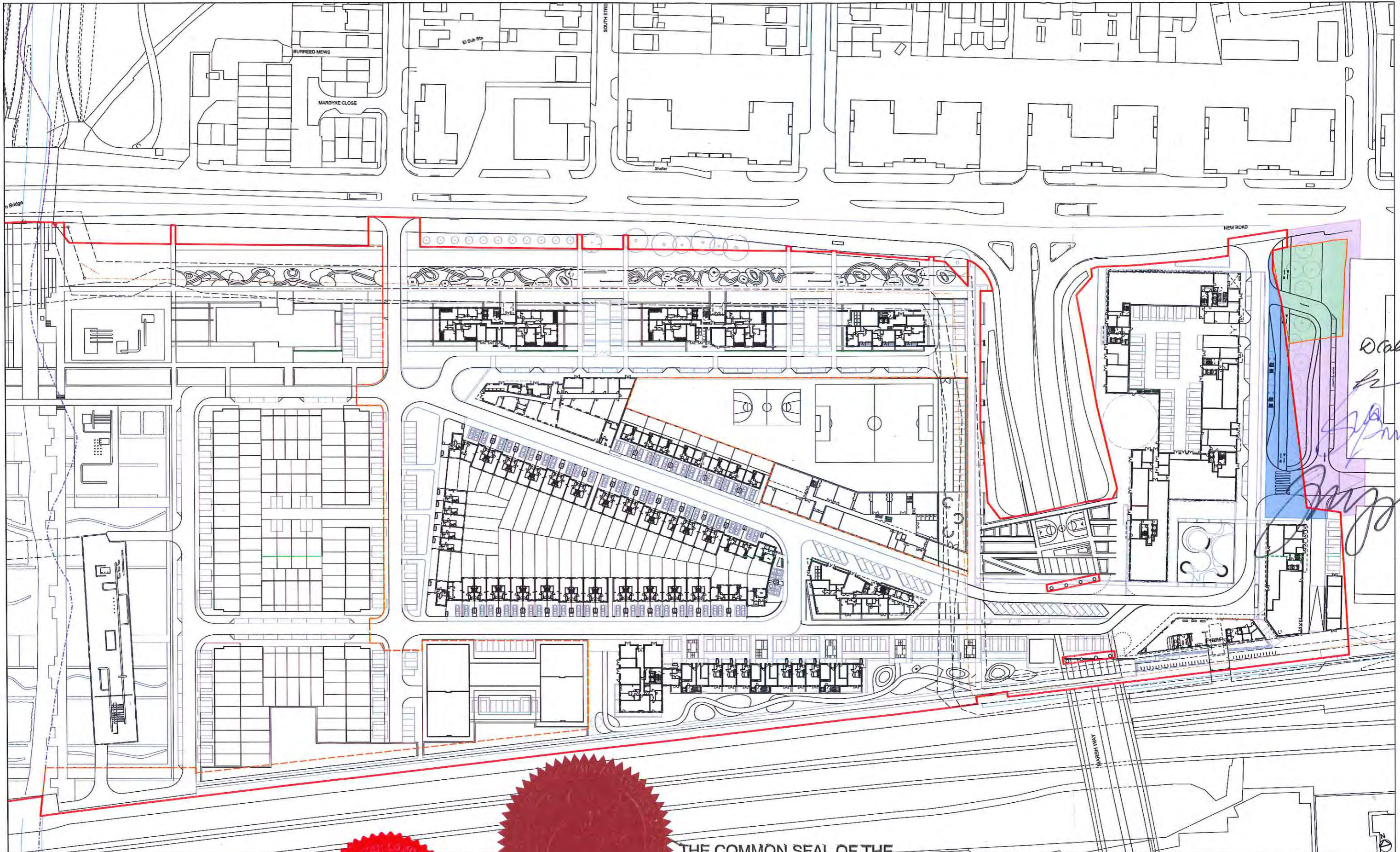
PL4 For Planning	EP	TS	31.07.2018
PL3 For Planning	EP	TS	27.07.2018
PL2 For Planning	TS	TS	12.01.2018
PL1 For Planning	SDM	DK	15.06.2017

Drawing Number 448-PT-LA-PL-LP-1121 **Revision** PL4

Status For Planning

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General Notes
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 Contractors must ensure that cross referenced drawings and specifications noted on these drawings are checked on a regular basis to ensure that the latest revisions are used.

- Key**
- Planning application boundary
 - - - Borough boundary
 - - - Phase one detailed application boundary
 - - - Indicative scrap yard boundary
 - - - Existing Foot Sewer and Easement (on either side)
 - - - Existing Gas Pipeline and PACH-Easement (on either side)
 - Developers works
 - CPO scrapyard site
 - Somerville and remaining area land



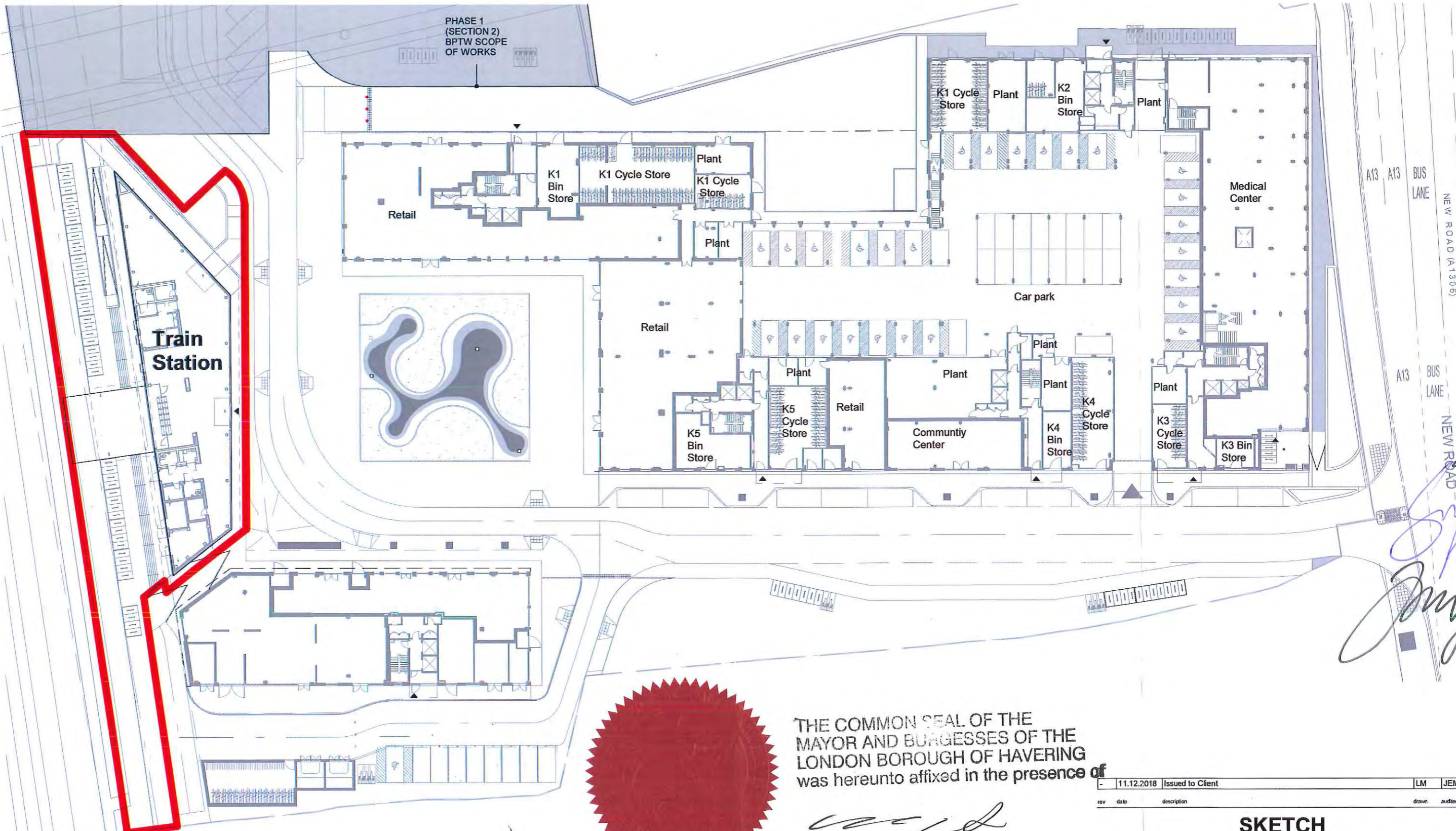
THE COMMON SEAL OF THE
 MAYOR AND BURGESSES OF THE
 LONDON BOROUGH OF HAVERING
 was hereunto affixed in the presence of



Scale 1:500 @ A0
 0 5m 10m 20m 40m

Client COUNTRYSIDE L&Q Stakeholder MAYOR OF LONDON Architect	CountrySide CountrySide House The Dials, Great Watney Brentwood CM13 3AT +44(0)1277 260000 L&Q 10 Grove Crescent Road Stratford, London E15 1BU +44(0)20 458 9958 Greater London Authority City Hall, 6th Floor Riverside, London SE1 2AA +44(0)20 7963 0000 Patel Taylor 48 Rawstone Street London EC1V 7ND +44(0)20 7278 2323	Title Phase 1 Bus loop 1 Project Beam Park Scale 1:500 @ A0 Issue Record By: Chk Date:	Drawing Number 448-PT-LA-PL-LP-1128 Revision P02 Status For Information Patel Taylor 48 Rawstone Street London EC1V 7ND T +44 (0)20 7278 2323 www.patel-taylor.co.uk Patel Taylor
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Authorised Signatory



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 This drawing is © 2017 PTE architects.
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This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants. **If in doubt, ask.**



LBH/248



THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING was hereunto affixed in the presence of

[Signature]

Authorised Signatory

CLIENTS	STAKEHOLDER	
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11.12.2018	Issued to Client	LM	JEM
rev	date	description	drawn
			audited

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**Pollard
 Thomas
 Edwards**

project	job no.	drawn	scale	date created
Beam Park Production Info Phase 1 -Section 1	17-050	LM	1 : 500	
drawing title	drawing number	revision		
Indicative Train Station Boundary	SK_020			

APPENDIX 2
DRAFT PLANNING PERMISSION

GREATER LONDON AUTHORITY
Development, Enterprise and Environment

Adrian Barker
Lucid Planning Ltd
11 Pinewood Road
Hordle SO41 0GN

GLA ref: GLA/2933a/05
LBB application ref: 17/01307/OUT
LBH application ref: P1242.17
Date: X January 2019

Dear Mr Barker,

Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008

Beam Park, New Road, Dagenham and Rainham

GLA reference: GLA/2933a

Barking & Dagenham application ref: 17/01307/OUT

Havering application ref: P1242.17

Applicants: Countryside Properties Plc and London & Quadrant Housing Trust (as joint applicants)

**GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS
AND PRIOR WRITTEN CONCLUSION OF A SECTION 106 AGREEMENT**

The Deputy Mayor for Planning, Regeneration and Skills, acting under delegated authority and as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

“Cross boundary hybrid planning application for the redevelopment of the site to include 3,000 residential units (50% affordable); two 3 form entry primary schools and nursery (Use Class D1); railway station; supporting uses including retail, healthcare, multi faith worship space, leisure, community uses and estate management space (Use Classes A1, A2, A3, A4, B1, D1 and D2); energy centres; open space with localised flood lighting; public realm with hard and soft landscaping; children’s play space; flood compensation areas; car and cycle parking; highway works and site preparation/ enabling works”.

At: Beam Park, New Road, Dagenham and Rainham

Subject to the following conditions and reasons for conditions:

1. Reserved Matters to be Submitted

Details of the access, appearance, landscaping, layout and scale, (hereinafter called "the reserved matters") for the part of the site not identified on Drawing 448-PT-PP-PL-1006 as forming the detailed component of the application shall be submitted to and approved in writing by the Greater London Authority (hereinafter called "the GLA"), or the Local Planning Authority where this has been agreed in writing by the GLA, before any development begins and the development shall be carried out as approved.

Reason: The application is in outline only, and these details remain to be submitted and approved

2. Timing of Reserved Matters Submission

The first application for approval of the reserved matters for phase 2 shall be made to the GLA (or the Local Planning Authority, where this has been agreed in writing by the GLA) before the expiration of three years from the date of this outline permission. All other applications for reserved matters shall be submitted before the expiration of two years from the date of approval of the previous reserved matters application. Application for approval of the last reserved matters must be made to the GLA (or the Local Planning Authority, where this has been agreed by the GLA) before or on 31 March 2029.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

3. Timing of Reserved Matters Commencement

The development permitted by reserved matters approvals pursuant to condition 2, shall be commenced before the expiration of three years from the date of that approval.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

4. Timing of Detailed Works Commencement

The detailed development to which this permission relates must be commenced no later than three years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

5. Approved Plans

The development hereby permitted shall be carried out in accordance with the following approved plans and documents, unless otherwise agreed in writing with the local authority:

Existing plans and drawings	
448-PT-MP-PL-1001_PL3 Location plan	448-PT-MP-PL-1003_PL3 Site constraints plan
448-PT-MP-PL-1002_PL2 Existing site layout & demolition	
Masterplan plans and drawings	
448-PT-MP-PL-1101_PL9 Illustrative	448-PT-MP-PL-1103_PL5 Phasing with

masterplan	illustrative masterplan
448-PT-MP-PL-1104_PL5 Illustrative building heights	448-PT-MP-PL-1107_PL5 LBBD / LBH school areas
448-PT-MP-PL-1114_PL6 Car parking provision	
448-PT-MP-PL-1118_PL3 Borough boundary plan	448-PT-MP-PL-1116_PL3 Refuse locations
<i>Site sections and elevations</i>	
448-PT-SW-PL-SEC-1001_PL3 Masterplan section location plan	448-PT-SW-PL-SEC-1002_PL1 Masterplan sections A1, A2 & A3
448-PT-SW-PL-SEC-1003_PL2 Masterplan sections A4, A5 & A6	448-PT-SW-PL-SEC-1004_PL3 Masterplan sections A7, A8 & A9
448-PT-SW-PL-SEC-1005_PL3 Masterplan sections B1	
Outline - Proposed plans and drawings	
<i>Site plans</i>	
448-PT-MP-PL-1108_PL4 LBH school area	448-PT-MP-PL-1109_PL1 LBBD school area
<i>Parameter plans</i>	
448-PT-PP-PL-1001_PL3 Development zones	448-PT-PP-PL-1002_PL3 Development phases
448-PT-PP-PL-1005_PL3 Ground floor uses	448-PT-PP-PL-1006_PL3 Extent of outline / detailed
448-PT-PP-PL-1007_PL3 Building heights	448-PT-MP-PL-1113_PL3 Access & movement
448-PT-MP-PL-LP-1003_PL3 Hardscape strategy	448-PT-MP-PL-LP-1004_PL3 Softscape strategy
<i>Outline landscape plans</i>	
448-PT-LA-PL-LP-1001_PL4 Play space strategy	448-PT-LA-PL-LS-1006_PL1 Landscape section EE
448-PT-LA-PL-LP-1002_PL3 Adoptable areas plan	448-PT-LA-PL-LS-1007_PL1 Landscape section LL & MM
448-PT-LA-PL-LP-1005_PL3 Tree strategy	448-PT-LA-PL-LS-1009_PL1 Landscape section NN
448-PT-LA-PL-LS-1001_PL3 Landscape section location plan	448-PT-LA-PL-LS-1010_PL1 Landscape section E2 & E4
448-PT-LA-PL-LS-1003_PL1 Landscape section	448-PT-LA-PL-LS-1018_PL1 Landscape

BB	section T
448-PT-LA-PL-LS-1005_PL1 Landscape section C1	448-PT-LA-PL-LS-1019_PL1 Landscape section T1
448-PT-LA-PL-LS-1027_PL1 Landscape section K	448-PT-LA-PL-LS-1020_PL1 Landscape section O
Detailed - Proposed plans and drawings	
<i>Landscape drawings</i>	
448-PT-LA-PL-LP-1104_PL4 Phase 1 landscape plan level 00	448-PT-LA-PL-LP-1110_PL3 Phase 1 level 0 GA landscape plan 5
448-PT-LA-PL-LP-1106_PL2 Phase 1 level 0 GA landscape plan 1	448-PT-LA-PL-LP-1111_PL2 Phase 1 level 0 GA landscape plan 6
448-PT-LA-PL-LP-1107_PL3 Phase 1 level 0 GA landscape plan 2	448-PT-LA-PL-LP-1112_PL1 Phase 1 level 0 GA landscape plan 7
448-PT-LA-PL-LP-1108_PL4 Phase 1 level 0 GA landscape plan 3	448-PT-LA-PL-LP-1113_PL3 Phase 1 level 1 GA landscape plan
448-PT-LA-PL-LP-1109_PL4 Phase 1 level 0 GA landscape plan 4	448-PT-LA-PL-LP-1120_PL4 Phase 1 optional capacity - two-way bus route
448-PT-LA-PL-LS-1012_PL3 Landscape section PP	448-PT-LA-PL-LP-1121_PL4 Phase 1 optional capacity - lift & stair core to Marsh Way
448-PT-LA-PL-LS-1013_PL3 Landscape section G1	448-PT-LA-PL-LP-1122_PL3 PV Plan
448-PT-LA-PL-LS-1014_PL2 Landscape section G3	448-PT-LA-PL-LP-1123_PL3 Cycle parking
448-PT-LA-PL-LS-1015_PL2 Landscape section Q1	448-PT-LA-PL-LS-1002_PL1 Landscape section II
448-PT-LA-PL-LS-1016_PL2 Landscape section Q2	448-PT-LA-PL-LS-1004_PL2 Landscape section FF
448-PT-LA-PL-LS-1017_PL2 Landscape section SS	448-PT-LA-PL-LS-1008_PL3 Landscape section GG long term
448-PT-LA-PL-LS-1021_PL1 Landscape section F1	448-PT-LA-PL-LS-1011_PL2 Landscape section RR
448-PT-LA-PL-LS-1022_PL1 Landscape section UV	448-PT-LA-PL-LS-1029_PL2 Landscape sections 4, 5 & 6
448-PT-LA-PL-LS-1023_PL1 Landscape section W1	448-PT-LA-PL-LS-1030_PL3 Landscape sections 7, 8 & 9
448-PT-LA-PL-LS-1024_PL2 Landscape section	448-PT-LA-PL-LS-1031_PL3 Landscape

X1	sections 10, 11 & 12
448-PT-LA-PL-LS-1025_PL2 Landscape section Y1	448-PT-LA-PL-LS-1032_PL2 Landscape section S2
448-PT-LA-PL-LS-1026_PL2 Landscape section Y2	448-PT-LA-PL-LS-1033_PL2 Landscape section GG short term
448-PT-LA-PL-LS-1028_PL3 Landscape sections 1, 2 & 3	
Detailed building drawings	
448-PT-PH1-PL-DET-1001_PL1 Phase 1 Materials	448-PT-H-PL-LZZ-1001_PL4 Plot H building floor plans
448-PT-J-PL-LZZ-1001_PL5 Plot J building floor plans, 1 of 5	448-PT-H-PL-ELE-1001_PL4 Plot H building elevations
448-PT-J-PL-LZZ-1002_PL4 Plot J building floor plans, 2 of 5	448-PT-H-PL-DET-1001_PL2 Plot H bay study details
448-PT-J-PL-LZZ-1003_PL4 Plot J building floor plans, 3 of 5	448-PT-H-PL-CGI-1001_PL5 Plot H building illustrative CGIs
448-PT-J-PL-LZZ-1004_PL4 Plot J building floor plans, 4 of 5	448-PT-H-PL-SEC-1001_PL4 Plot H building sections
448-PT-J-PL-LZZ-1005_PL4 Plot J building floor plans, 5 of 5	448-PT-J-PL-SEC-1001_PL3 Plot J building sections
448-PT-J-PL-ELE-1001_PL4 Plot J building elevations, 1 of 2	448-PT-J-PL-DET-1001_PL2 Plot J bay study details 1 of 3
448-PT-J-PL-ELE-1002_PL3 Plot J building elevations, 2 of 2	448-PT-J-PL-DET-1002_PL3 Plot J bay study details 2 of 3
448-PT-K-PL-LZZ-1001_PL5 Plot K building floor plan level 0	448-PT-J-PL-DET-1003_PL3 Plot J bay study details 3 of 3
448-PT-K-PL-LZZ-1002_PL5 Plot K building floor plan level 1	448-PT-J-PL-CGI-1001_PL3 Plot J building illustrative CGIs
448-PT-K-PL-LZZ-1003_PL5 Plot K building floor plans levels 2-3	448-PT-K-PL-LZZ-1006_PL5 Plot K building floor plan level 6
448-PT-K-PL-LZZ-1004_PL5 Plot K building floor plan level 4	448-PT-K-PL-LZZ-1007_PL5 Plot K building floor plans level 7
448-PT-K-PL-LZZ-1005_PL5 Plot K building floor plan level 5	448-PT-K-PL-LZZ-1008_PL5 Plot K building floor plans level 8
448-PT-K-PL-LZZ-1012_PL2 Plot K building roof plan	448-PT-K-PL-LZZ-1009_PL5 Plot K building floor plans levels 9-10
448-PT-K-PL-ELE-1001_PL5 Plot K building	448-PT-K-PL-LZZ-1010_PL2 Plot K building

elevations 1	floor plans level 11
448-PT-K-PL-ELE-1002_PL5 Plot K building elevations 2	448-PT-K-PL-LZZ-1011_PL2 Plot K building floor plans levels 12-15
448-PT-K-PL-ELE-1003_PL5 Plot K building elevations 3	448-PT-K-PL-SEC-1001_PL3 Plot K building sections 1
448-PT-K-PL-ELE-1004_PL5 Plot K building elevations 4	448-PT-K-PL-SEC-1002_PL3 Plot K building sections 2
448-PT-K-PL-ELE-1005_PL5 Plot K building elevations 5	448-PT-K-PL-SEC-1003_PL3 Plot K building sections 3
448-PT-K-PL-ELE-1006_PL3 Plot K building elevations 6	448-PT-K-PL-SEC-1004_PL1 Plot K building sections 4
448-PT-K-PL-ELE-1007_PL3 Plot K building elevations 7	448-PT-K-PL-SEC-1005_PL1 Plot K building sections 5
448-PT-K-PL-DET-1001_PL2 Plot K bay study details 1	448-PT-K-PL-DET-1006_PL2 Plot K bay study details 6
448-PT-K-PL-DET-1002_PL2 Plot K bay study details 2	448-PT-K-PL-DET-1007_PL2 Plot K bay study details 7
448-PT-K-PL-DET-1003_PL2 Plot K bay study details 3	448-PT-K-PL-DET-1008_PL2 Plot K bay study details 8
448-PT-K-PL-DET-1004_PL2 Plot K bay study details 4	448-PT-K-PL-CGI-1001_PL3 Plot K building illustrative CGIs
448-PT-K-PL-DET-1005_PL2 Plot K bay study details 5	448-PT-U-PL-LZZ-1001_PL1 Plot U building floor plans
448-PT-L-PL-LZZ-1001_PL3 Plot L building floor plans	448-PT-U-PL-ELE-1001_PL1 Plot U building elevations
448-PT-L-PL-ELE-1001_PL4 Plot L building elevations 1	448-PT-U-PL-SEC-1001_PL1 Plot U building sections
448-PT-L-PL-ELE-1002_PL3 Plot L building elevations 2	448-PT-V-PL-LZZ-1001_PL1 Plot V building floor plans
448-PT-L-PL-SEC-1001_PL3 Plot L building sections	448-PT-V-PL-ELE-1001_PL1 Plot V building elevations
448-PT-L-PL-DET-1001_PL2 Plot L bay study details 1 of 2	448-PT-V-PL-SEC-1001_PL1 Plot V building sections
448-PT-L-PL-DET-1002_PL2 Plot L bay study details 2 of 2	448-PT-UV-PL-DET-1001_PL1 Plots U & V bay study details sheet 1
448-PT-L-PL-CGI-1001_PL3 Plot L building illustrative CGIs	448-PT-UV-PL-DET-1002_PL1 Plots U & V bay study details sheet 2

448-PT-UV-PL-DET-1007_PL1 Plots U & V bay study details sheet 7	448-PT-UV-PL-DET-1008_PL1 Plots U & V bay study details sheet 3
448-PT-UVW-PL-CGI-1001_PL2 Plots U, V & W illustrative CGIs	448-PT-UV-PL-DET-1004_PL1 Plots U & V bay study details sheet 4
448-PT-W-PL-LZZ-1001_PL3 Plot W building floor plans	448-PT-UV-PL-DET-1005_PL1 Plots U & V bay study details sheet 5
448-PT-W-PL-ELE-1001_PL4 Plot W building elevations	448-PT-UV-PL-DET-1006_PL1 Plots U & V bay study details sheet 6
448-PT-W-PL-SEC-1001_PL3 Plot W building sections	448-PT-X-PL-LZZ-1001_PL2 Plot X building floor plans
448-PT-W-PL-DET-1001_PL2 Plot W bay study details sheet 1	448-PT-X-PL-ELE-1001_PL1 Plot X building elevations
448-PT-W-PL-DET-1002_PL2 Plot W bay study details sheet 2	448-PT-X-PL-DET-1001_PL1 Plot X building bay study details
448-PT-14-17-PL-L00-1001_PL3 Plot 14 & 17 level 00 site plan	448-PT-X-PL-CGI-1001_PL3 Plot X building illustrative CGIs
448-PT-14-17-PL-L01-1001_PL3 Plot 14 & 17 level 01 site plan	448-PT-HT-PL-T03-1003_PL2 Plot 14 house type 3 plans
448-PT-14-17-PL-L02-1001_PL3 Plot 14 & 17 level 02 site plan	448-PT-HT-PL-T03-1004_PL2 Plot 14 house type 3 elevations & section
448-PT-14-17-PL-LRF-1001_PL3 Plot 14 & 17 roof site plan	448-PT-HT-PL-T09-1003_PL3 Plot 14 house type 9 plans
448-PT-14-17-PL-CGI-1001_PL3 Plot 14 & 17 illustrative CGIs	448-PT-HT-PL-T09-1004_PL3 Plot 14 house type 9 elevations & section
448-PT-HT-PL-T14-1003_PL1 Plot 14 & 17 house type 14 plans	448-PT-HT-PL-T17-1003_PL1 Plot 14 house type 17 plans
448-PT-HT-PL-T14-1004_PL2 Plot 14 & 17 house type 14 elevations & section	448-PT-HT-PL-T17-1004_PL1 Plot 14 house type 17 elevations & section
448-PT-HT-PL-T15-1003_PL1 Plot 14 house type 15 plans	448-PT-HT-PL-T21-1003_PL2 Plot 14 house type 21 plans
448-PT-HT-PL-T15-1004_PL2 Plot 14 house type 15 elevations & section	448-PT-HT-PL-T21-1004_PL2 Plot 14 house type 21 elevations & section
448-PT-HT-PL-T16-1003_PL1 Plot 14 house type 16 plans	448-PT-HT-PL-TC13-1003_PL1 Plot 14 house type C13 plans
448-PT-HT-PL-T16-1004_PL1 Plot 14 house type 16 elevations & section	448-PT-HT-PL-TC13-1004_PL2 Plot 14 house type C13 elevations & section
BPS_A_PL_PLAN_0133_03/11/17 Station	448-PT-HT-PL-TC18-1003_PL2 Plot 14 house

layout - ground floor plan	type C18 plans
BPS_A_PL_ROOF_0134_02/11/17 Station layout - roof plan	448-PT-HT-PL-TC18-1004_PL3 Plot 14 house type C18 elevations & section
BPS_A_PL_ELE_NORTH_0253_02/11/17 Station layout - Proposed north elevation	BPS_A_PL_ELE_SOUTH_0252_02.11.17 Station layout - Proposed south elevation
BPS_A_PL_ELE_EAST_0251_02/11/17 Station layout - Proposed east elevation	BPS_A_PL_ELE_WEST_0250_02.11.17 Station layout - Proposed west elevation
448-PT-MP-PL-1117_PL3 Station ticket hall area	BPS_A_SK_SEC_A-A_0413_21/04/17 Proposed AA section
Supporting documents	
Planning application form and certificates	
CIL Additional Information Form	Fire Strategy
Design & Access Statement Volume 2_PL4	Design Code – ref: 448-PT-RP-0003-DC_PL4
Design & Access Statement appendices – Statement of Community Involvement, Energy Strategy, Utilities Report, Sustainability Statement, Construction Statement/Management Plan, Daylight/Sunlight assessment, Pipeline risk assessment, Overhearing analysis	Planning Statement and appendices – policy extracts, community facilities map, phasing, affordable housing statement, retail statement and health statement
Environmental Statement: Non-Technical Summary (August 2018), Environmental Statement Addendum Volume 1 (August 2018), Environmental Statement Addendum Volume 2 Technical Appendices (August 2018), including: ES Addendum General, proposed development plans, Socio-economic effects, hydrology, transport and access, air quality, cultural heritage, townscape and visual and microclimate: environment wind. Environmental Statement Volume 1 (June 2017), Environmental Statement Appendices Volume 2 (June 2017)	

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with Barking & Dagenham Local Plan Policies CM1 and CM2, Havering Local Plan Policies CP1, CP2, CP3, CP4, CP7 and CP8 and London Plan Policy 1.1.

6. Approval of Reserved Matters

No application for approval of reserved matters (or other matters submitted for approval pursuant to the planning conditions), which would entail any material deviation from the parameter plans, shall be made unless it is demonstrated as part of that application, and agreed in writing by the GLA (or the Local Planning Authority, where this has been agreed by the GLA), that any such deviation is unlikely to give rise to any environmental effects which would have required different mitigation measures to ameliorate their effects in the context of the EIA in comparison with the development as approved (and as assessed in the Environmental Impact Assessment and Addendum for the application).

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with Barking & Dagenham Local Plan Policies CM1 and CM2, Havering Local Plan Policies CP1, CP2, CP3, CP4, CP7 and CP8 and London Plan Policy 1.1.

7. Phasing Plan

The development shall be carried out in accordance with the phasing plan drawing number 448-PT-PP-PL-1002 or other revised phasing plan that has been submitted to and approved in writing by the relevant Local Planning Authority. No phase of the development shall commence until the relevant pre-commencement conditions are approved in respect of that phase.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) and to ensure that phasing discussions are only required with the Local Authority effected by any proposed change.

8. Partial Discharge

Where any application is made to discharge a condition on a partial basis (i.e. in relation to a phase or part of), the submission shall be accompanied by a statement setting out the relationship of such details to previous phases, or part of, the details of which have already been determined, and subsequent phases as appropriate. The statement shall demonstrate compliance and compatibility with the various details, strategies, drawings and other documents approved pursuant to this planning permission. The statement shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the relevant phase or part thereof.

Reason: To ensure that the scheme is implemented on a comprehensive and sustainable basis in accordance with Barking and Dagenham Local Plan Policy CM1, Havering Local Plan Policy CP2 and London Plan Policy 1.1

9. Approval of Materials

No above ground works shall take place in any phase of the development (as identified in condition 7) until details of all materials to be used in that phase have been submitted to and approved in writing by the relevant Local Authority. This detail shall include the following:

- i. Samples of bricks, joints and cladding, (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority);
- ii. External windows, balconies, winter gardens, doors, screen, louvres and balustrading (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority);
- iii. Depth of window reveals, colonnades and soffits (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority);
- iv. Shop fronts, entrances and openings (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority);
- v. Surface materials for car parking areas, shared space and associated circulation spaces;

Such details must demonstrate compatibility with the approved drawings and Design Code. Thereafter the development shall be constructed with the approved materials and in accordance with the approved details.

Reason: To ensure a satisfactory standard of external appearance, in accordance with Barking & Dagenham Local Plan Policy CP3 and Policy BP11, Havering Local Plan Policy CP17 and DC61 and London Plan Policy 7.6.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

10. Access to Phases

No development, with the exception of surcharging in Phase 2, shall take place in Phases 2 to 8 of the development until detailed drawings showing the following in respect of that phase have been submitted to and approved in writing by the Local Planning Authority:

- (a) access through the site during works and upon completion of works in relation to any phasing, including the connections with any completed phases, and connections to the surrounding area and its network of cycle paths and footpaths; and
- (b) any temporary works, including any boundary treatment around later phases.

Provisions for pedestrians shall be fully accessible to all including people with disabilities. The development shall only be implemented in line with the approved details and shall be maintained thereafter.

Reason: Access arrangements must be identified prior to the commencement of development to ensure an inclusive environment in accordance with Barking & Dagenham Local Plan Policy CP3 and BP1.1, Havering Local Plan Policy DC32 and London Planning Policy 6.1 and 7.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

11. Accessibility and Management Plan - Residential

No above ground works shall take place within a relevant phase until a detailed accessibility statement and management plan (including a programme for implementation) has been submitted to the relevant Local Authority outlining those measures proposed to ensure an accessible and inclusive environment, both internally and externally, including but not limited to, pedestrian routes, lift specifications, accessible toilet provision, access points and crossings along with blue badge spaces. Such a statement is to be approved in writing by the Local Planning Authority before above ground works shall take place. The development shall not be carried out otherwise than in accordance with the approved details.

Reason: Access arrangements must be identified prior to above ground works taking place to ensure an inclusive environment in accordance with Barking & Dagenham Local Plan Policy CP3 Policy BP11, Havering Local Plan Policy DC32 and London Plan Policy 6.1 and Policy 7.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

12. Accessibility and Management Plan- Non-Residential

Prior to the commencement of the fit out works of non-residential elements within a relevant phase, a detailed accessibility statement and management plan (including a programme for implementation) must be submitted to the relevant Local Planning Authority outlining those measures proposed to ensure an accessible and inclusive environment, both internally and externally, including but not limited to, pedestrian routes, lift specifications and accessible toilet provision as appropriate. The statement is to be

approved in writing by the relevant Local Planning Authority prior to the commencement of fit out works and implemented prior to the use being accessible by the general public.

Reason: Access arrangements must be identified prior to fit out works commencing to ensure an inclusive environment in accordance with Barking & Dagenham Local Plan Policy CP3 and BP11, Havering Local Plan Policy DC32 and London Plan Policy 6.1 and Policy 7.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

13. Accessibility of Public Realm

No above ground works shall take place within a relevant phase until a detailed accessibility statement is submitted to and approved in writing by the relevant Local Planning Authority. The statement shall outline those measures proposed to ensure that an accessible and inclusive environment is provided, including access points to the public realm and levels. The development shall be carried out in accordance with the approved statement and thereafter retained.

Reason: Appropriate access arrangements must be identified to ensure an inclusive environment in accordance with Barking & Dagenham Local Plan Policies CP3 and BP11, Havering Local Plan Policy DC32 and London Plan Policies 6.1 and Policy 7.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

14. Car and cycle park management plan

Prior to the first occupation of each phase of the development, a site wide Car and Cycle Parking Management Plan shall be submitted to and approved in writing by the relevant Local Planning Authority, and must include at least the following details:

- I) The proposed allocation of and arrangements for the management of parking spaces including disabled parking bays serving the residential development.
- II) The provision of Electric Vehicle Charging Points (EVCP) including both active and passive provision for both the residential and office parking areas in accordance with adopted London Plan Guidance.
- III) The safety and security measures to be incorporated within the development to ensure the safety of car/cycle parking areas; and

The car and cycle parking shall be provided and managed in accordance with the approved strategy for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

Reason: Car parking management must be identified prior to occupation to ensure that sufficient off-street parking areas are provided and appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway in accordance with Barking & Dagenham Policy BR9 and BR10, Havering Local Plan Policy CP10 and DC33 and London Plan Policy 6.1 and 6.13.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

15. Occupier Cycle Parking

There shall be no occupation of any unit within a plot / block until details of cycle parking, including its external appearance, location and the means of secure storage proposed to serve that plot, have been submitted to and approved in writing by the relevant Local Planning

Authority, [in consultation with the GLA], and the cycle parking has been made available for occupiers use. The scheme shall be implemented in accordance with the approved details and shall be permanently retained thereafter and used for no other purpose.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with Barking & Dagenham Local Plan Policy BR10, Havering Local Plan Policy CP10 and Policy DC35 and London Plan Policy 6.9.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

16. Visitor Cycle Parking

Prior to occupation of the first non-residential unit within a plot/ block, details of cycle parking, including its external appearance, location and the means of secure storage proposed to serve that plot, shall be submitted to and approved in writing by the relevant Local Planning Authority, in consultation with Transport for London,

The cycle parking should be provided as follows: 50% of the identified spaces are to be provided prior to the operation of the first relevant non-residential unit; and the final 50% of spaces will be made available prior to the operation of the final non-residential uses within the plot/ block. The scheme shall be implemented in accordance with the approved details and shall be permanently retained thereafter and used for no other purpose.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with Barking & Dagenham Local Plan Policy BR10, Havering Local Plan Policy CP10 and Policy DC35 and London Plan Policy 6.9.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

17. Travel Plan

The development shall be occupied only in accordance with the approved Travel Plan. No phase shall be occupied until full details of how the approved Travel Plan will be funded, implemented, monitored and reviewed has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan is to be reviewed upon completion of each phase.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with Barking & Dagenham Local Plan Policy BR10, Havering Local Plan Policy CP10 and DC35 and London Plan Policy 6.1 and 6.9.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

18. Site Levels

Unless details are provided and approved as part of the reserved matters submission(s) no above ground works, within phases 2 to 8, with the exception of activities associated with the surcharging of the site, shall take place until a drawing showing the proposed site levels of the application site and the finished floor levels of the proposed dwellings have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory standard of external appearance, in accordance with Barking & Dagenham Local Plan Policy CP3, BP8 and BP11, Havering Local Plan Policy CP17, CP15, DC49 and London Plan Policy 7.6.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

19. Compliance with Design Code

Applications for reserved matters for any proposed building must demonstrate how the proposed building design accords with the principles set out in the approved Beam Park Design Code (Ref: 448-PT-RP-0003-DC PLO4).

Reason: To ensure a satisfactory standard of external appearance, in accordance with Barking & Dagenham Local Plan Policy CP3, BP8 and BP11, Havering Local Plan Policy CP17, CP15, DC49 and London Plan Policy 7.6.

20. Secure by Design

The development hereby permitted shall achieve a minimum silver award of the Secure by Design for Homes and Commercial (2016 Guide) or any equivalent document superseding the 2016 Guide. A certificated Post Construction Review, or other verification process agreed with the Local Planning Authority, shall be provided upon completion of each phase confirming that the agreed standards have been met.

Reason: In order to provide a safe and secure development, in accordance with Barking & Dagenham Policy CP3 and Policy BC7, Havering Local Plan Policy CP17 and DC63 and London Plan Policy 7.3.

21. Accessibility and Adaptability

90% of the dwellings shall comply with Building Regulations Optional Requirement Approved Document M4(2) Category 2: Accessible and adaptable dwellings (2015 edition) and 10% of the residential units provided shall be capable of easy adaptation to Building Regulations Optional Requirement Approved Document M4(3) Category 3: (Wheelchair user dwellings) (2015 edition). Evidence of compliance shall be notified to the building control body appointed for the development in the appropriate Full Plans Application, or Building Notice, or Initial Notice to enable the building control body to check compliance.

Reason: To ensure that accessible housing is provided in accordance Barking & Dagenham Local Plan Policy BC2, Havering Local Plan Policy DC7 and London Plan Policy 3.8.

22. Provision of Amenity Space

No residential unit within a plot / block shall be occupied until full details of the private amenity and open spaces, including children's play space, per phase have been submitted to and approved in writing by the Local Planning Authority and made available for use. The development shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory standard of private amenity space in accordance with Policy BP5 of the Borough Wide DPD (March 2011) and London Plan Policy 3.5.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

23. Refuse Storage and Segregation for Recycling

There shall be no occupation of any unit within a plot / block until details of the provision for the storage of refuse/ recycling awaiting collection to serve that unit and a strategy setting out how to deal with bulky waste, has been submitted to and approved by the relevant Local Planning Authority and the storage has been made available for use. Unless otherwise agreed in writing these details shall include provision for suitable containment and segregation of recyclable waste. The measures shall be fully implemented in accordance with the agreed details for the development or the relevant phases thereof as the case may be.

Reason: To protect the amenity of future occupiers and adjoining occupiers in accordance with Barking & Dagenham Local Plan Policy BR15 and BP8, Havering Local Plan Policy DC36 and DC40 and London Plan Policy 5.16

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

24. Carbon Reduction- Residential

The residential component of the development hereby permitted shall be carbon zero with a minimum 35% reduction in carbon dioxide emissions over Part L of the Building Regulations (2013) secured on site. Where the minimum reduction is not met, a Carbon Offset Payment shall be required and payable to the relevant Council. A certificated Post Construction Review, or other verification process agreed with the Local Planning Authority, shall be provided, confirming that the agreed standards have been met.

Reason: To ensure compliance with the proposed energy strategy in accordance with and Barking & Dagenham Local Plan Policy BR2, Havering Local Plan Policy DC50 and London Plan Policy 5.2

25. Carbon Reduction- Non-Residential

The non-residential component of the development hereby permitted shall achieve as a minimum a 35% reduction in carbon dioxide emissions over Part L of the Building Regulations (2013). Where the minimum reduction is not met, a Carbon Offset Payment shall be required and payable to the relevant Council.

Reason: To ensure compliance with the proposed energy strategy in accordance with Barking & Dagenham Local Plan Policy BR2 and Havering Local Plan Policy DC50 and London Plan Policy 5.2.

26. BREEAM

The non-residential component of the development hereby permitted shall achieve a minimum BREEAM 'Very Good' rating. Prior to operation of individual units a certificated Post Construction Review, or other verification process as agreed with the Local Planning Authority, shall be provided, confirming that the agreed standards have been met.

Reason: To ensure that the proposed development is constructed in an environmentally sustainable manner and in accordance with Barking and Dagenham Local Plan Policy CR1 and Policy BR1, Havering Local Plan Policy DC49 and London Plan Policy 5.2

27. Energy compliance

Each reserved matters submission shall be accompanied by an energy addendum which details how it accords with the site-wide Energy Strategy and demonstrates how the relevant phase(s) meet the relevant carbon emission reductions targets, as specified in conditions 24 and 25. Where the energy addendum demonstrates that the relevant phase will not comply with the energy reductions targets specified in conditions 24 and 25, a carbon offset payment shall be required.

Reason: To ensure that the proposed development is constructed in an environmentally sustainable manner and in accordance with Barking and Dagenham DPD Policy BR1, Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.2

28. Photovoltaic panels – Energy hierarchy

Prior to occupation of any unit within a relevant phase, information on the proposed extent, location and detail of PV, along with detail on how it accords with the approved energy strategy, is to be submitted to and approved in writing by the Local Planning Authority. Such PV shall subsequently be installed in accordance with the agreed details prior to first occupation of any unit/ block within the relevant phase.

Reason: To avoid unacceptable glare to pilots and to ensure satisfactory compliance with the approved energy strategy, in accordance with Barking and Dagenham DPD Policy BR1, Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.2

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

29. Energy Efficiency

Within one month of each identified sub-phase of a relevant phase being occupied, a certificated Post Construction Review, or other verification process agreed with the relevant Local Planning Authority, shall be provided, to demonstrate that the agreed standards set out in the Energy Strategy (June 2017) (or any relevant revised Strategy or Energy Addendum that has been approved by the relevant Local Planning Authority, where appropriate) have been met for each phase of the development. This must also include that, for the non-residential elements, the actual cooling demand is better than the notional cooling demand, as modelled in SBEM compliant software.

A plan detailing the location and extent of each sub-phase shall be submitted to and agreed in writing by the relevant Local Planning Authority, within one month of an overall phase commencing, as identified in condition 7.

Reason: To ensure satisfactory compliance with the approved energy strategy, in accordance with Barking and Dagenham Local Plan Policy BR1, Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

30. Overheating – Phases 2 - 8

In phases 2 – 8, no above ground development shall commence until dynamic overheating modelling in accordance with CIBSE Guidance TM52 and TM49 (or any other guidance that replaces this) to identify the risk of overheating has been submitted to and approved in writing by the Local Planning Authority (in consultation with the GLA). This should also include mitigation measures for any restrictions proposed, for example, by local air quality issues, ground floor apartments and single aspect units. Once approved, the agreed measures must be implemented prior to occupation of the development in that phase.

Reason: In order to avoid overheating and minimise cooling demand, in accordance with Barking and Dagenham Local Plan Policy CR1 and BR1, Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.9

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

31. Overheating – Phase 1

Prior to any above ground works relative to any plot / block containing residential units, dynamic overheating modelling in accordance with CIBSE Guidance TM52 and TM49 (or any other guidance that replaces this) to identify the risk of overheating shall be submitted to and approved in writing by the relevant Local Planning Authority (in consultation with the GLA). This should also include mitigation measures for any restrictions proposed, for example, by local air quality issues, ground floor apartments and single aspect units. Once approved, the agreed measures must be implemented prior to occupation of the development in that phase.

Reason: In order to avoid overheating and minimise cooling demand, in accordance with Barking and Dagenham Local Plan Policy CR1 and BR1, Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.9

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

32. Ecology and Landscape Management Plan

A Biodiversity and Ecological Strategy and Landscape Management Plan relative to each phase of development, including long term ecological objectives, in accordance with the Water Framework Directive (2000/60/EC) and a long-term management and maintenance plan for the public open space including trees shall be submitted to and approved in writing by the Local Planning Authority before the relevant phase of the development is occupied. The development shall be carried out in accordance with the approved management plan.

Reason: In order to preserve and enhance each Borough's natural environment and to comply with Barking and Dagenham Local Plan Policy CR2 and BR3, Havering Local Plan Policy CP16 and Policy DC61, and London Plan Policy 5.10

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

33. Landscaping, public realm, play space and boundary treatments

A landscaping and public realm scheme for the public and private areas in the development shall be submitted to and approved in writing by the Local Planning Authority, prior to any above ground works within any phase.

The detailed plan shall include the following details:

- a.) The overall layout, including extent, type of hard and soft landscaping and proposed levels or contours;
- b.) The location, species and sizes of proposed trees and tree pit design
- c.) Details of soft plantings, including any grassed/turfed areas, shrubs and herbaceous areas;
- d.) Enclosures including type, dimensions and treatments of any walls, fences, screen walls, barriers, railings and hedges;
- e.) Hard landscaping, including ground surface materials, kerbs, edges, ridge and flexible pavements, unit paving, steps and if applicable, any synthetic surfaces;
- f.) Street furniture, including type, materials and manufacturer's specification, if appropriate;
- g.) Details of children's play space equipment and structures, including key dimensions, materials and manufacturer's spec if appropriate;
- h.) Any other landscaping features forming part of the scheme, including amenity spaces and green/brown roofs;
- i.) A statement setting out how the landscape and public realm strategy provides for disabled access, ensuring equality of access for all, including children, seniors, wheelchairs users and people with visual impairment or limited mobility;
- j.) A wayfinding and signage strategy.

The approved landscaping scheme shall be completed/ planted during the first planting season following practical completion of Phase 1 of the development. The landscaping and tree planting shall have a two-year maintenance and watering provision following planting and any trees or shrubs which die within five years of completion of the development of that phase shall be replaced with the same species or an approved alternative, to the satisfaction of the Local Planning Authority.

Any plants, shrubs or trees required as part of the implementation of the landscaping reserved matters and/ or associated with any block and/ or plot that die or are removed, damaged or become diseased within a period of FIVE years from the substantial completion of the relevant phase shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason: In the interest of biodiversity, sustainability, and to ensure that the landscaping is of high design quality and provides satisfactory standards of visual amenity in accordance with Barking and Dagenham Local Plan Policy CR2 and BR3, Havering Local Plan Policy DC61 and Policy CP16, and London Plan Policy 7.3, 7.4 and 7.5.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

34. Living Roofs

First occupation of a unit in a relevant block shall not take place until a detailed scheme for living roofs for that block (including maintenance and management arrangements) has been submitted to and approved in writing by the Local Planning Authority. The roofs shall comprise at least 50% native species, not including Sedum species, seeded with an annual wildflower mix or local seed source and should be designed for biodiversity with a minimum substrate depth of 80mm. The approved scheme shall be implemented in accordance with the approved scheme.

Reason: To protect and enhance the biodiversity of the site and contribute towards sustainable drainage in accordance Barking and Dagenham Policy BR3, Havering Local Plan Policy CP16 and London Plan Policy 5.13

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

35. Nesting Birds and Bat Roosts

No phase shall be fully occupied until bird nesting and bat roosting boxes have been installed, and/ or bat roosting bricks and/ or bird nesting bricks have been installed in accordance with details which shall have been submitted to and approved in writing by the Local Planning Authority. The details shall accord with the advice set out in "Biodiversity for Low and Zero Carbon Buildings: A Technical Guide for New Build" (Published by RIBA, March 2010) or similar advice from the RSPB and the Bat Conservation Trust.

Reason: In order to preserve and enhance the Borough's natural environment and to comply with Barking & Dagenham Local Plan Policy CR2 and BR3, Havering Local Plan Policy CP16 and London Plan Policy 7.19.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

36. Protection of Trees

Whilst each phase is being developed, within the area of land covered by the relevant phase:

- a) all trees shall be protected by secure, stout exclusion fencing erected at a minimum distance equivalent to the branch spread of the trees and in accordance with BS:5837;
- b) any works connected with the approved scheme within the branch spread of the trees shall be by hand only. No materials, supplies, plant or machinery shall be stored, parked or allowed access beneath the branch spread or within the exclusion fencing.

Where any hard surfaces or buildings are proposed within the root protection areas a method statement shall be submitted to and approved in writing by the Local Planning Authority. The submission shall include details demonstrating how the design will ensure the protection of the tree roots and the provision of permeable surfaces. The development shall be carried out in accordance with the approved method statement and details.

Reason: To ensure that the trees are adequately protected during the construction phase, in accordance with Barking & Dagenham Policy CR2 and BR3, Havering Local Plan Policy CP16 and London Plan Policy 7.21

37. Vegetation Clearance

There shall be no vegetation clearance or tree works on any phase during the bird breeding season (March to August inclusive). If this is not possible the vegetation should be surveyed immediately prior to removal by a suitably qualified ecologist. If active nests/ nesting birds

are present, the relevant works must be delayed until the chicks have left the nest. If nesting birds are found, a strategy to protect them must be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: In order to preserve and enhance the Borough's natural environment and to comply with Barking & Dagenham Policy CR2 and BR3, Havering Local Plan Policy CP16 and London Plan Policy 7.19 and 7.21.

38. Examination of Trees for Bats

There shall be no tree works within a relevant phase during December to March (inclusive) until a physical examination of on-site trees with potential for roosting bats has been undertaken to ensure they are not occupied by roosting bats. If roosting bats are present within that phase, the relevant works must be delayed until a strategy to protect or relocate any roosting bats has been submitted to and approved in writing by the Local Planning Authority. Any such strategy shall detail areas of the site where there are to be no further works until relocation or mitigation has taken place. The development shall be carried out in accordance with the approved details.

Reason: In order to preserve and enhance the Borough's natural environment and to comply with Barking & Dagenham Policy CR2 and BR3, Havering Local Plan Policy CP16 and London Plan Policy 7.19 and 7.21.

39. Air Quality Assessment

No above ground works shall take place in the relevant phase of the development until an air quality assessment has been submitted to and approved in writing by the Local Planning Authority. The assessment shall be sufficient to demonstrate that during the operational phase of the proposed development relevant national and local air quality standards and objectives will be satisfied at existing and future sensitive receptors.

The development hereby permitted shall seek to achieve Air Quality Neutral emissions benchmarks as set out in Appendix 5 of GLA Document "Sustainable Design and Construction - Supplementary Planning Guidance - London Plan 2011-Implementation Framework", April 2014.

Where the development is not air quality neutral, appropriate mitigation should be provided as agreed by the Local Planning Authority.

Reason: Air quality must be assessed prior to above ground works to protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR14 and BP8, Havering Local Plan Policy CP15 and DC52, and London Plan Policy 7.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

40. Boiler and Combined Heat Power

Within 6 months of commencing development of an identified phase, details of the boilers and combined heat and power plant (CHP) installation, and an air quality assessment of the impact of the CHP, must be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

The details shall be sufficient to demonstrate:

- a. that best practicable means will be employed to both minimise emissions of oxides of Nitrogen (NOx) and particulate material < 10 µm in diameter (PM10) and particulate material < 2.5 µm in diameter (PM2.5);
- b. that the operation of the boilers and CHP installation (including mitigation) will not lead to an unacceptable risk from air pollution, prevent sustained compliance with EU limit values or national objectives for Nitrogen dioxide, PM10 or PM2.5;
- c. The height of the discharge stack is sufficient to ensure that:
 - (i) relevant national and local air quality standards and objectives will be satisfied at existing and future sensitive receptors;
 - (ii) products of combustion emitted from the plant will not be prejudicial to health or a nuisance.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR14 and BP8, Havering Local Plan Policy CP15 and DC52, and London Plan Policy 7.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

4.1. Noise and Vibration (A3 or A4 use)

No unit to be used for A3 or A4 Use Class purposes shall be operated until a suitable mechanical ventilation system is installed in accordance with a scheme to control the transmission of noise and vibration which has been previously submitted to and approved in writing by the Local Planning Authority. Thereafter, the equipment shall be properly maintained and operated in accordance with the scheme during normal working hours.

Reason: To protect the amenity of existing and future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

4.2. Kitchen Ventilation Equipment

Any kitchen extract system serving any non-residential uses hereby permitted shall include measures for the removal and treatment of cooking odours, the detail of which shall be submitted to and approved in writing by the relevant Local Planning Authority prior to the commencement of fit out works for the relevant commercial unit. The measures shall have regard to, and be commensurate with, guidance and recommendations in the current edition of publication "Specification for Kitchen Ventilation Systems", DW/172, Heating and Ventilating Contractors Association, or other relevant and authoritative guidance.

The development shall be carried out in accordance with the approved details and shall be in place prior to the operation of the use which necessitates the ventilation equipment being open to the public and shall be retained as such. This requirement will extend to all future changes of use that may be permitted by planning conditions 81 and 89.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

43. Noise Assessment

No above ground development shall take place in the relevant phase of the development until a scheme to demonstrate that the internal noise levels within the residential units of that phase will conform to the guideline values for indoor ambient noise levels as identified within BS 8233 2014 - Guidance on Sound Insulation and Noise Reduction for Buildings, has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: Noise levels must be identified prior to commencement of above ground works to protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

44. Noise from Commercial Units

The combined rating level of the noise from any single commercial unit shall not exceed the existing background noise level outside the window to any noise sensitive room. Any assessment of compliance with this condition shall be made according to the methodology and procedures presented in BS4142:2014.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

45. Noise from School

The design of the school/s hereby permitted are to be such that:

- 1) As far as practicable the school design shall seek to ensure that noise emissions from school activities do not exceed 55 dB LAeq,16 hour at any existing or proposed dwelling;
- 2) Where this is not possible, noise emissions from school activities shall not exceed 65 dB LAeq,16 hour at any existing or proposed dwelling;
- 3) Noise from sources external to the school do not exceed 60 dB LAeq,30 minute within formal and informal outdoor teaching areas.

Reason: To protect the amenity of existing and future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

46. Noise from Entertainment

Noise from entertainment including live and amplified music associated with any non-residential uses hereby permitted shall be controlled so as to be inaudible inside adjoining and other noise-sensitive premises in the vicinity. The initial test for compliance with the 'inaudibility' criterion will be that noise should be no more than barely audible outside those noise sensitive premises. In the event there is disagreement as to whether entertainment noise is or is not audible the following numerical limits shall be used to determine compliance with this condition: the LAeq (EN) shall not exceed LA90 (WEN) and; the L10 (EN) shall not exceed L90 (WEN) in any 1/3 octave band between 40Hz and 160Hz. EN = Entertainment noise level, WEN = Representative background noise level without the entertainment noise, both measured 1m from the façade of the noise-sensitive premise.

Reason: To protect the amenity of existing and future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

47. Hours of Operation- Non-Residential

The non-residential uses hereby permitted shall only be open to members of the public between the hours of 07:00 to 23:00. Deliveries to and collections from the non-residential uses shall only take place between the hours of 07:00 and 21:00. The handling of bottles and movement of bins and rubbish is not permitted to take place outside the premises between the hours of 23:00 on one day and 07:00 the following day.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

48. Hours of Operation- Outdoor Sports

The outdoor sports facilities and amenity areas within the school grounds to be made available to the public, shall not be illuminated or open to the public outside the hours of 07:00 and 22:00 Mondays to Sundays.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Policy BR13 and BP8, Havering Local Plan Policy CP15 and DC55, and London Plan Policy 7.15.

49. Community use of schools

Any reserved matters application for the primary school plots must detail the community uses of the school facilities.

Reason: To provide opportunities for community groups to access space for meeting to ensure the development of strong and inclusive communities, in accordance with Barking & Dagenham Policy CC2, Havering Local Plan Policy CP8 and London Plan Policy 3.16

50. Lighting Strategy- Phase 2 River Beam Interface

Prior to commencement of development of phase 2, a lighting strategy shall be submitted to and approved by the Local Planning Authority relative to treatment of the River Beam Corridor (extending to a minimum of 8m from either side of the main River) detailing how light spill into the River Beam watercourse and adjoining trees will be minimised. The scheme shall subsequently be implemented in accordance with the approved details prior to the works being complete on the River Beam (including those works within 8 metres either side of the river).

Reason: In the interests of ecology and biodiversity and to comply with Policy CR2 of the Core Strategy (July 2010) and Policy BR3 of the Borough Wide DPD (March 2011).

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

51. Flood Risk

The development hereby permitted shall be constructed in accordance with the approved Beam Park Flood Risk Assessment Report, produced by Capita V.4 (dated June 2017) and shall ensure that finished floor levels are set above the 2100 breach flood level.

Reason: To prevent the risk of sewage flooding and to protect water quality, in accordance with Barking & Dagenham Policy CR4 and Policy BR4, Havering Local Plan Policy CP15 and DC48, and London Plan Policy 5.10.

52. River Beam Buffer Zone

No development of any permanent structure falling within the relevant phase, other than that agreed within the Flood Risk Assessment (Beam Park Flood Risk Assessment Report, produced by Capita V4 dated June 2017) required for flood management, shall take place until a scheme for the provision and management of an 8 metre wide buffer zone (measured from the centre of the channel) alongside the River Beam has been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved scheme. Any subsequent amendments shall be agreed in writing with the Local Planning Authority. The buffer zone scheme shall be free from built development including lighting, domestic gardens, roads and paths unless otherwise agreed in writing by the Local Planning Authority.

The schemes shall include:

- Plans showing the extent and layout of the buffer zone;
- Details of any proposed planting scheme (for example, native species);
- Details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term plus production of detailed management plan and;
- Details of any proposed footpaths, fencing, lighting etc.

Reason: The River Beam Buffer Zone must be identified prior to commencement of any permanent structure in order to preserve and enhance the Borough's natural environment and to comply with Barking & Dagenham Local Plan Policy CR2 and BR3, Havering Local Plan Policy CP 15, DC48 and DC46, and London Plan Policy 5.10, 5.13 and 5.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

53. Sustainable Urban Drainage

No development shall take place in a relevant phase of the development until a detailed surface water drainage scheme for the site based on Sustainable Urban Drainage Systems (SUDS) and including a finalised drainage layout plan that details pipe levels, diameters, asset locations and long and cross sections of each SUDS element, has been submitted to and approved in writing by the relevant Local Planning Authority. The drainage strategy shall include a restriction in run-off to greenfield discharge rates along with details of surface water storage on site. The scheme shall subsequently be implemented in accordance with the approved details before the development in the relevant phase is occupied.

Reason: SUDS must be identified prior to the commencement of development to prevent flooding, improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system, in accordance with Barking & Dagenham Local Plan Policy CR4 and BR4, Havering Local Plan Policy CP15 and DC48, and London Plan Policy 5.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

54. Drainage Strategy

No development shall take place in a relevant phase until a drainage strategy detailing any on and/ or off-site drainage works has been submitted to and approved in writing by the relevant Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason: Drainage must be identified prior to the commencement of development to prevent the risk of sewer flooding and to protect water quality, in accordance with Barking & Dagenham Local Plan Policy CR4 and BR4, Havering Local Plan Policy CP15 and DC48, and London Plan Policy 5.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

55. Drainage Maintenance

Prior to first occupation of each relevant phase, a maintenance plan detailing the maintenance regime for each drainage feature and clearly identifying the body responsible for its maintenance shall be submitted to and approved in writing by the relevant Local Planning Authority. The drainage shall be maintained in accordance with the approved maintenance plan.

Reason: To prevent the risk of damage to sewerage infrastructure and to protect water quality, in accordance with Barking & Dagenham Policy BR4, Havering Local Plan Policy CP15 and DC51, and London Plan Policy 5.13 and 5.14.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

56. Piling Method Statement

No piling shall take place in the relevant phase of the development until a piling method statement detailing the depth, type of piling, methodology including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and the programme for the works, has been submitted to and approved in writing by the relevant Local Planning Authority in consultation with the sewerage undertaker. The development shall be carried out in accordance with the approved details.

Reason: Piling methodology must be identified prior to the commencement of development to ensure the early warning of flood events and reduce the risk of flooding to future occupants in accordance with Barking & Dagenham Policy CR4, Havering Local Plan Policy CP15 and London Plan Policy 5.13.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

57. Non-Road Mobile Plant and Machinery ("NRMM")

The development hereby permitted shall not commence until the developer/ contractor has signed up to the NRMM register. Following sign-up, the following steps shall be undertaken:

- a) The development site must be entered onto the register alongside all the NRMM equipment details.
- b) The register must be kept up-to-date for the duration of the construction of development.
- c) It is to be ensured that all NRMM complies with the requirements of the directive.

d) An inventory of all NRMM to be kept on-site stating the emission limits for all equipment.

Reason: NRMM registry is required prior to commencement of development in order to minimise the impact of the construction phase on the environment and on the amenities of neighbouring residents, in accordance with Barking & Dagenham Local Plan Policy BP8, Havering Local Plan Policy CP15 and London Plan Policy 7.15.

58. Oil Interceptors

No above ground development shall take place in the relevant phase of the development until details of petrol and oil interceptors for all car parking, servicing and loading areas for the relevant phase have been submitted to and approved in writing by the relevant Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development in the relevant phase is occupied.

Reason: Oil interceptors must be identified prior to above ground works prevent pollution of the water environment in accordance with Barking & Dagenham DPD Policy BR4, Havering Local Plan Policy CP15 and DC48 and London Plan Policy 5.13.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

59. Contamination Remediation Scheme (enabling works)

No development shall take place in phases 3 - 8 of the development until an investigation and risk assessment, in addition to any assessment provided with the planning application, has been completed and approved in writing by the Local Planning Authority to assess the nature and extent of any contamination on the site, whether or not it originates on the site.

This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with British Standard BS 10175: Investigation of potentially contaminated sites - Code of Practice and the Environment Agency's Model Procedures for the Management of Land Contamination (CLR 11) (or equivalent British Standard and Model Procedures if replaced), and shall assess any contamination on the site, whether or not it originates. The assessment shall include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s); this must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: Contamination must be identified prior to the commencement of development 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 offsite receptors in accordance with Barking &

Dagenham Policy BR4 and BR5, Havering Local Plan Policy DC53 and London Plan Policy 5.21.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

60. Remediation Scheme (enabling)

No development shall take place in phases 3 - 8 where (following the risk assessment) land affected by contamination is found which poses risks identified as unacceptable in the risk assessment, until a detailed remediation scheme shall have been submitted to and approved in writing by the relevant Local Planning Authority. The scheme shall include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. The remediation scheme shall be sufficiently detailed and thorough to ensure that upon completion the site will not qualify as contaminated land under Part IIA of the Environmental Protection Act 1990 in relation to its intended use. The approved remediation scheme shall be carried out and upon completion a verification report by a suitably qualified contaminated land practitioner shall be submitted to and approved in writing by the local planning authority before the relevant phase of development is occupied.

Reason: Contamination must be identified prior to the commencement of development 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 offsite receptors in accordance with Barking & Dagenham Policy BR4 and BR5, Havering Local Plan Policy DC53 and London Plan Policy 5.21.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

61. Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the relevant Local Planning Authority. Development on the part of the site affected shall be suspended and an investigation and risk assessment must be undertaken in accordance with the requirements of condition 57, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 58 which are subject to the approval in writing of the Local Planning Authority. These approved schemes shall be carried out before the development is resumed or continued. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Reason: Contamination must be identified prior to the commencement of development 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 offsite receptors in accordance with Barking & Dagenham Policy BR4 and BR5, Havering Local Plan Policy DC53 and London Plan Policy 5.21.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

62. Borehole Management

A scheme for managing any borehole (phases 2 to 8) installed for the investigation of soils, groundwater or geotechnical purposes shall be submitted to and approved in writing by the Local Planning Authority on a phase by phase basis. The scheme shall provide details of how redundant boreholes are to be decommissioned and how any boreholes that need to be retained, post-development, for monitoring purposes will be secured, protected and inspected. The scheme as approved shall be implemented prior to each phase of development being brought into use.

Reason: Contamination must be identified prior to the commencement of development 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 offsite receptors in accordance with Barking & Dagenham Policy BR4 and BR5, Havering Local Plan Policy DC53 and London Plan Policy 5.21.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

63. Construction Environmental Management Plan

No development within phases 2 to 8 shall commence, including any works of demolition, until a Construction Environmental Management Plan (CEMP) and a Site Waste Management

Plan (SWMP) have been submitted to and approved in writing by the Local Planning Authority. These plans shall incorporate details of:

- a.) Details of the site manager, including contact details (phone, email, postal address) and the location of a large notice board on the site that clearly identifies these details and a 'Considerate Constructors' contact telephone number;
- b.) Construction traffic management and Construction Logistics Plan;
- c.) The parking of vehicles of site operatives and visitors;
- d.) Loading and unloading of plant and materials;
- e.) Storage of plant and materials used in constructing the development;
- f.) The erection and maintenance of security hoarding(s) including decorative displays and
- g.) facilities for public viewing, where appropriate;
- h.) Wheel washing facilities;
- i.) Measures to control the emission of dust, dirt and emissions to air during construction;
- j.) such measures to accord with the guidance provided in the document "The Control of Dust
- k.) and Emissions during construction and demolition", Mayor of London, July 2014;
- l.) A scheme for recycling/disposing of waste resulting from demolition and construction
- m.) works;
- n.) The use of efficient construction materials;

- o.) Methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing
- p.) of materials; and a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the
- q.) application by the developer's representatives. This person will act as first point of contact
- r.) for residents who have any problems or questions related to the ongoing development.
- s.) Demolition and construction work and associated activities are to be carried out in
- t.) accordance with the recommendations contained within British Standard 5228:2009,
- u.) "Code of practice for noise and vibration control on construction and open sites". Parts 1 and 2.

The CEMP and SWMR shall be implemented for the entire period of the works at the site, to the satisfaction of the relevant Local Planning Authority.

Reason: The CEMP and SWMR are required prior to commencement of development in order to minimise the impact of the construction phase on the environment and on the amenities of neighbouring residents, in accordance with Barking & Dagenham Local Plan Policy BP8, Havering Local Plan Policy CP15 and London Plan Policy 6.1.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

64. Demolition and Construction Hours

Demolition and construction work and associated activities are only to be carried out between the hours of 08:00 and 18:00 Monday to Friday and 08:00-13:00 Saturday with no work on Sundays or public holidays other than internal works not audible outside the site boundary. Driven piling or ground improvement work which will generate perceptible offsite ground borne vibration is only to be carried out between the hours of 08:00 and 18:00 Monday to Friday.

Reason: In order to minimise the impact of the construction phase on the environment and on the amenities of neighbouring residents, in accordance with Barking & Dagenham Local Plan Policy BP8, Havering Local Plan Policy CP15 and London Plan Policy 6.1

65. Piling Vibration

If piling or other ground improvement work is undertaken pursuant to this permission then the 5% level of vibration attributable to these activities shall not exceed a peak particle velocity of 1.5mm/sec when measured at the point of entry to any adjoining residential development. In the event of reasonable complaint of vibration nuisance and at the request of the Local Planning Authority monitoring to evaluate compliance with this condition is to be carried out and the results submitted to the relevant Local Planning Authority.

Reason: In order to minimise the impact of the construction phase on the environment and on the amenities of neighbouring residents, in accordance with Barking & Dagenham Local Plan Policy BP8, Havering Local Plan Policy CP15 and London Plan Policy 6.1

66. Written Scheme of Investigation

No demolition or development shall take place in any phase of the development, with the exception of phases 1 and 2 where no above ground development shall take place, until a stage 1 written scheme of investigation (WSI) has been submitted to and approved in writing by the relevant Local Planning Authority. For land that is included within each WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

The developer shall afford access at all reasonable times to any archaeologist nominated by the local planning authority, and shall allow that person to observe the excavations and record items of interests and finds.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of each phase which have archaeological interest, a stage 2 WSI shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within the stage 2 WSI, no demolition/ development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.

B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged for each phase until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: The WSI is required prior to commencement of development (and prior to above ground works in phases 1 and 2) in order to ensure that archaeological investigation is initiated at an appropriate point in the development process, any areas of archaeological preservation are identified and appropriately recorded/preserved in accordance with Barking & Dagenham Local Plan Policy BP3, Havering Local Plan Policy CP18 and London Plan Policy 7.8.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

67. Foundation Design

Other than the provision of roads and sewers, no development shall take place in each phase of the development until details of the foundation design and construction method to protect archaeological remains have been submitted to and approved in writing by the relevant Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: Foundation design is required prior to commencement of development because important archaeological remains may exist on site and the relevant Local Planning Authority wishes to secure the provision of an archaeological monitoring prior to commencement of development in accordance with Barking & Dagenham Local Plan Policy BP3, Havering Local Plan Policy CP18 and London Plan Policy 7.8

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

68. Permitted Development

Notwithstanding the provisions of The Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extension, enlargement or other alterations shall take place to the consented dwelling house/s without the prior written approval of the relevant Local Planning Authority to whom a planning application must be made. This restriction also extends to the erection of fences, walls or provision of hard surfacing within the front gardens of the dwelling/s, for which a planning application would be required.

Reason: To protect local amenity, prevent over development of the site and ensure a satisfactory standard of external appearance, in accordance with Barking & Dagenham Local Plan Policy CP3 and, Havering Local Plan Policy CP17 and London Plan Policy 7.6

69. Satellite Dishes

No satellite dishes may be installed on the exterior of any of the approved apartment blocks, with the exception of a roof mounted dish providing a communal system available to each resident of the apartment block.

Reason: To ensure a satisfactory standard of external appearance, in accordance with Barking & Dagenham Local Plan Policy CP3 and BP11, Havering Local Plan Policy CP17 and London Plan Policy 7.6

70. Fire Safety

Each application for reserved matters consent must be accompanied by a fire statement, produced by an independent third party suitably qualified assessor, which shall detail:

1. the buildings construction, methods, products and materials used;
2. the means of escape for all building users including those who are disabled or require level access together with the associated management plan;
3. access for fire service personnel and equipment;
4. ongoing maintenance and monitoring; and
5. how provision will be made within the site to enable fire appliances to gain access to the building.

The development shall be carried out in accordance with the approved details.

Reason: In order to provide a safe and secure development in accordance with Barking & Dagenham Local Plan Policy CP3 and Havering Local Plan Policy DC61 and to minimise the risk of fire and the risk of loss of life due to any fire, in accordance with the draft London Plan Policy D11.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

71. Bird Hazard Management Plan

No above ground works shall take place until a Bird Hazard Management Plan has been submitted to and approved in writing by the relevant Local Planning Authority, in consultation with London City Airport. The submitted plan shall include details of:

- Management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and 'loafing' birds. The management

plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.

The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the relevant Local Planning Authority.

Reason: To minimise the attractiveness of flat roofs to birds, which could endanger the safe movement of aircraft and the operation of London City Airport, in accordance with Barking & Dagenham Local Plan Policy BP4 and BP11, Havering Local Plan Policy CP17 and DC61 and London Plan Policy 7.6 and Policy 7.7.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

72. Outline Delivery and servicing plan for residential uses

A delivery and servicing plan (DSP) for phases 2 - 8, detailing the residential uses, shall be submitted to and approved, in writing, by the relevant Local Planning Authority prior to occupation of any part of that phase of development. The DSP shall cover the following items:

- Deliveries and collections;
- Servicing trips (including maintenance);
- Details for management and receipt of deliveries for the residential properties;
- Cleaning and waste removal, including arrangements for refuse collection; and
- Monitoring and review of operations.

The DSP shall be implemented once any part of the development is occupied and shall remain in place unless otherwise agreed in writing.

Reason: In order to minimise the impact of the development on the free flow of traffic on the local highway network during peak periods in the interests of highway safety and to protect the amenity of existing and future occupiers in accordance with Barking & Dagenham Local Plan Policy BR10 and BP8, Havering Local Plan Policy CP9 and DC32 London Plan Policy 6.1, 6.3 and 6.14

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

73. Outline- Delivery and servicing plan non-residential uses

Where applicable, a delivery and servicing plan (DSP) for any non-residential uses in phases 2 to 8 shall be submitted to and approved, in writing, by the relevant Local Planning Authority prior to occupation of any non-residential unit within the relevant phase of development. The DSP shall cover the following items:

- Deliveries and collections;
- Servicing trips (including maintenance);
- Cleaning and waste removal, including arrangements for refuse collection; and
- Monitoring and review of operations

The DSP shall be implemented prior to the occupation of any non-residential unit and shall remain in place unless otherwise agreed in writing.

Reason: In order to minimise the impact of the development on the free flow of traffic on the local highway network during peak periods in the interests of highway safety and to protect the amenity of existing and future occupiers in accordance with Barking & Dagenham Local Plan Policy BR10 and BP8, Havering Local Plan Policy CP9 and DC32 London Plan Policy 6.1, 6.3 and 6.14

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

74. Daylight \ sunlight

No above ground development shall take place in the relevant phase until minimum targets for sunlight and daylight for existing and proposed residential units within the site have been agreed in writing with the relevant Local Planning Authority. Thereafter, applications for reserved matters must ensure the detailed design of the units comply with the agreed targets.

Reason: To ensure a satisfactory standard of living for both existing and future occupiers in accordance with Barking & Dagenham Local Plan Policy BP8, Havering Local Plan Policy DC61 and London Plan Policy 7.6

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

75. Glare

Prior to the installation of any photovoltaic panels in any phase, a strategy for their location must be provided and approved in writing by the relevant Local Planning Authority in consultation with London City Airport.

Reason: To ensure that their reflection will not impact vision of pilots on their approach into London City Airport.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

76. Cranes

Prior to the positioning of any crane/s on the site which exceed 70 metres AOD details shall be submitted to and approved in writing by the relevant local authority, in consultation with London City Airport.

Reason: To allow assessment against London City Airport's safety criteria.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

77. Family Housing

In all phases, with the exception of phase 1, a minimum of 25% of all residential units must have 3 bedrooms or more.

Reason: In order to provide a good mix of development and ensure a sustainable community in accordance with Barking & Dagenham Local Plan Policy CC1, Havering Local Plan Policy DC2 and London Plan Policy 3.8

78. Parking

No development shall take place in phases 2 to 8 of the development until details of the car and motorcycle parking layout, electric vehicle charging points and passive provision for that phase have been submitted to and approved in writing by the relevant Local Planning Authority. The scheme shall ensure that at least 20% of all residential parking spaces are for electric vehicles with an additional 20% passive provision (as defined in the London Plan March 2016) for future use and at least 10% of all commercial parking spaces shall be for electric vehicles with an additional 20% passive provision. The development shall provide up to 1,814 residential car parking spaces, including 98 visitor spaces and a minimum of 10 car club spaces. The scheme shall be implemented in accordance with the approved details, prior to the occupation of the development, and shall be permanently retained thereafter and used for no other purpose.

Reason: To ensure that sufficient off-street parking areas are provided and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway and in order to encourage the use of electric cars as a sustainable mode of transport, in accordance with Barking & Dagenham Local Plan Policy BR9 and BR10, Havering Local Plan Policy DC33 and London Plan Policy 6.13.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

79. Timing of Station

Until the new on-site Beam Park Station has been constructed and is available for the use of rail passengers on site, residential occupations shall be limited to residential and commercial units falling within phases, 1, 2 and 3.

Reason: To ensure that the number of occupied homes benefit from an appropriate level of public transport accessibility in accordance with Barking & Dagenham Local Plan Policy CM1, Havering Local Plan Policy CP9 and DC37 and London Plan Policy 6.4.

Condition 80 to 82 of this planning permission only relate to development taking place within the administrative control of the London Borough of Barking & Dagenham

80. LBB non-residential Floor Area in phases 2 - 8

Following completion of the development hereby approved space will be made available for a minimum of 1,850 sqm GIA of support uses (Use Classes A1, A2, A3, A4, D1 and D2). At no time will the following be exceeded:

- A maximum of 596 sqm of floorspace (GIA excluding plant and waste) used for A1, A2, A3 and A4 uses; and
- A minimum of 800sqm for a community facility (Use Class D1); and
- A minimum of 600 sqm for D2 use/s.

Reason: To maintain a diverse size and mix of Use Classes, in accordance with Barking & Dagenham Local Plan Policy BE2 and BE3 and London Plan Policy 4.7, 4.8 and 7.1

81. Maintenance of outline non-residential floor areas

Prior to the first occupation of any non-residential unit hereby permitted, a schedule outlining the proposed use and floor area of each proposed unit to demonstrate compliance with the floor space limits outlined in Condition 80 shall be submitted to and approved in writing by the local planning authority.

Prior to any subsequent change of occupation, use or amalgamation of any unit/s hereby permitted, an updated schedule of the uses and floor areas shall be submitted to and approved in writing by the local planning authority. The development shall be used in accordance with the latest schedule to be approved. Where relevant, the requirements of condition 42, relating to kitchen extract equipment, must be considered.

Reason: To provide a mechanism for ensuring compliance with Condition 80 without requiring planning applications for changes of use or enlargement or subdivision of units within the development in acceptable circumstances and to promote sustainable development through a locally focused centre with a suitable level of floorspace available for all types of non residential support uses.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

82. Microclimate Assessment

No development shall take place in phases 6-8 until a microclimate assessment has been submitted to and approved in writing by the Local Planning Authority. The development shall ensure any wind mitigation measures are implemented prior to occupation of the relevant phase and shall be permanently retained thereafter.

Reason: To protect the amenity of future adjoining occupiers, in accordance with Barking & Dagenham Local Plan Policy BP8 and London Plan Policy 7.7

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

Conditions 83 to 90 of this planning permission only relate to development taking place within the administrative control of the London Borough of Havering

83. Phase 1 - Delivery and servicing plan for residential uses

A delivery and servicing plan (DSP) for the residential uses within Phase 1, shall be submitted to and approved, in writing, by the relevant Local Planning Authority prior to occupation of any part of Phase 1. The DSP shall cover the following items:

- Deliveries and collections (both commercial and residential);
- Servicing trips (including maintenance);
- Details for management and receipt of deliveries for the residential properties;
- Cleaning and waste removal, including arrangements for refuse collection; and
- Monitoring and review of operations.

The DSP shall be implemented once any part of the development is occupied and shall remain in place unless otherwise agreed in writing.

Reason: In order to minimise the impact of the development on the free flow of traffic on the local highway network during peak periods in the interests of highway safety and to protect the amenity of existing and future occupiers in accordance with Havering Local Plan Policy CP9 and DC32 London Plan Policy 6.1, 6.3 and 6.14

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

84. Phase 1 - Delivery and servicing plan for non-residential uses

A delivery and servicing plan (DSP) for the non-residential shall be submitted to and approved, in writing, by the relevant Local Planning Authority prior to occupation of any non-residential unit within Phase 1. The DSP shall cover the following items:

- Deliveries and collections;
- Servicing trips (including maintenance);
- Cleaning and waste removal, including arrangements for refuse collection; and
- Monitoring and review of operations

The DSP shall be implemented prior to the occupation of any non-residential unit and shall remain in place unless otherwise agreed in writing.

Reason: In order to minimise the impact of the development on the free flow of traffic on the local highway network during peak periods in the interests of highway safety and to protect the amenity of existing and future occupiers in accordance with Havering Local Plan Policy CP9 and DC32 London Plan Policy 6.1, 6.3 and 6.14

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

85. Phase 1 energy strategy

Prior to commencement of any above ground works relative to a plot / block in phase 1, an energy addendum must be submitted to and approved by the Local Planning Authority, in consultation with the GLA, to include:

- Detailed locations of photovoltaic panels, having regard to the energy hierarchy;
- Demonstration of how that plot / block will comply with the site-wide energy strategy; and
- Demonstrating how the development will follow the hierarchy of energy efficiency, decentralised energy and renewable energy technologies to secure a minimum 35% reduction in CO₂ emissions below the maximum threshold set in Building Regulations Part L 2013

Prior to occupation, evidence (e.g. photographs, copies of installation contracts and as-built worksheets prepared under SAP or the National Calculation Method) should be submitted to the Local Planning Authority and approved in writing to demonstrate that the development has been carried out in accordance with the approved Energy Strategy and approved energy addendum, unless otherwise agreed by the Local Planning Authority in writing.

Reason: To ensure that the proposed development is constructed in an environmentally sustainable manner, in accordance with Havering Local Plan Policy DC49 and Policy DC50 and London Plan Policy 5.2

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

86. Lighting Strategy- Ball Court

Prior to occupation of any part of Phase 1, a lighting strategy for the treatment and management of the proposed Ball Court beneath Marsh Way flyover shall be submitted to and approved in writing by the relevant Local Planning Authority. The lighting strategy shall ensure that all lighting is to be designed, installed and maintained so as to fully comply with The Institution of Lighting Professionals publication, "Guidance Notes for the

Reduction of Obtrusive Light”, reference GN01:2011. The design shall satisfy criteria to limit obtrusive light presented in Table 2 of the document, relating to Environmental Zone E3 – Medium district brightness areas – small town centre or suburban locations. Development shall be carried out in accordance with the approved details.

Reason: In the interest of design quality, residential amenity, accessibility, public safety, protecting the night sky and biodiversity, in accordance with Havering Local Plan Policy CP15, CP16, DC34, DC35, DC56 and DC66 and London Plan Policy 6.9, 6.10, 7.2, 7.3 and 7.19.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

87. Bus loop implementation

No work on the bus loop, indicated on plan 11336-8104 Rev P6, shall commence until the following have been submitted to, and approved by, the Local Authority in consultation with TfL:

- the design of the bus loop, including materials, surfacing and landscaping;
- swept path, vehicle tracking diagrams and double decker bus manoeuvring;
- number, layout and design of bus stops and associated shelters.

Reason: To demonstrate that two buses can access and egress the site simultaneously and ensure that the bus loop functions appropriately with all surrounding sites and to meet the aims of Havering Local Plan Policy CP10 and DC32 and London Plan Policy 6.2.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

88. Bus loop

All reasonable endeavours must be made with the owners of the adjacent sites, the borough and TfL to ensure that the bus loop facility is implemented.

Reason: To demonstrate that two buses can access and egress the site simultaneously and ensure that the bus loop functions appropriately with all surrounding sites.

89. Phase 1 - Station square support uses

At all times during the operation of the centre within phase 1 hereby approved space will be made available for a minimum of 3,555 sqm GIA of support uses (Use Classes A1, A2, A3, A4, D1, D2 and B1) excluding the station ticket hall. At no time during operation of the centre will the following be exceeded:

- A maximum of 1,210 sqm of floorspace (GIA excluding plant and waste) used for
- A1, A2, A3 and A4 uses
- No single unit for A1 retail use shall exceed 420 sqm gross floorspace (GIA excluding plant and waste)
- A4 use can only take place in block K1
- A minimum of 1,500 sqm for a medical centre (Use Class D1)
- A minimum of 645 sqm for a nursery (Use Class D1)
- A minimum 110 sqm will be made available for community uses (either D1 or D2 Use Classes)
- B1 use can only take place in block H

Reason: To maintain a diverse size and mix of Use Classes, in accordance with Havering Local Plan Policy CP4, DC15 and DC19 and London Plan Policy 4.7, 4.8 and 7.1

90. Phase 1 – Maintenance of Station square support uses

Prior to the first occupation of any non-residential unit hereby permitted, a schedule outlining the proposed use and floor area of each proposed unit to demonstrate compliance with the floor space limits outlined in Condition 89 shall be submitted to and approved in writing by the local planning authority.

Prior to any subsequent change of occupation, use or amalgamation of any unit/s hereby permitted, an updated schedule of the uses and floor areas shall be submitted to and approved in writing by the local planning authority. The development shall be used in accordance with the latest schedule to be approved. Where relevant, the requirements of condition 42, relating to kitchen extract equipment, must be considered.

Reason: To provide a mechanism for ensuring compliance with Condition 89 without requiring planning applications for changes of use or enlargement or subdivision of units within the development in acceptable circumstances and to promote sustainable development through a locally focused centre with a suitable level of floorspace available for all types of none residential support uses.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

INFORMATIVES

INFORMATIVE 1: S106 Agreement

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

INFORMATIVE 2: Phased Planning Permission

This development is a 'phased planning permission' for the purposes of the CIL Regulations (2010) as amended (Reg 2(1)). For the avoidance of doubt a phase can be comprised of demolition works, site preparation works, and construction of one or more buildings.

INFORMATIVE 3: LBBB Street Naming and Numbering

You are advised to contact the Official Street Naming and Numbering body for the relevant LPA prior to either the sale or occupation of the new building(s). This will assist you and subsequent interests in the property in properly identifying it in legal documents and in the case of emergencies, the emergency services should already know the whereabouts of the property. Failure to secure an approved street name or number may affect your ability to purchase services such as gas, water or electricity for the property and may prevent the issue of a postcode for the address.

The official Street Naming and Numbering service may be contacted through StreetNamingAndNumbering@lbbd.gov.uk or by phone on 0208 227 5305/3954.

INFORMATIVE 4: LBH Street Naming and Numbering

Before occupation of the residential/ commercial unit(s) hereby approved, it is a requirement to have the property/properties officially Street Named and Numbered by our Street Naming and Numbering Team. Official Street Naming and Numbering will ensure that that Council has record of the property/properties so that future occupants can access

our services. Registration will also ensure that emergency services, Land Registry and the Royal Mail have accurate address details. Proof of having officially gone through the Street Naming and Numbering process may also be required for the connection of utilities. For further details on how to apply for registration see:

<https://www.haverling.gov.uk/Pages/Services/Street-names-and-numbering.aspx>

INFORMATIVE 5: Thames Water

You are advised of the comments made by Thames Water and should note that a Trade Effluent Consent will be required for any effluent discharge other than a Domestic Discharge.

INFORMATIVE 6: Lighting

You are advised that any development that encroaches onto watercourses has a potentially severe impact on their ecological value. Artificial lighting disrupts the natural diurnal rhythms of a range of wildlife using and inhabiting the river and its corridor habitat. From the documents currently submitted it's not clear what lighting arrangements are proposed. We would expect this information to be included alongside any planning application.

You are advised that light spill should be directed away from the river corridor outside the buffer zone, all artificial lighting should be directional - less than 4 lux, and focused with cowlings (for more information see Institute of Lighting Professionals (formerly the Institute of Lighting Engineers) 'Guidance Notes for the Reduction of Obtrusive Light'. The existing light levels of the site should also be a consideration when designing the lighting strategy.

INFORMATIVE 7: Environmental Health – Gas

You are advised that by reference to the gas risk assessment presented in the Environmental Statement (ES) and the risk management advice presented in BS 8485:2015 the proposed pre-cast concrete floor construction specified in paragraph 4.3.7 of the ES is considered unlikely to provide adequate mitigation of the soil gas hazard.

INFORMATIVE 8: Written scheme of investigation

You are advised that written schemes of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.

INFORMATIVE 9: London Fire Brigade

You are advised to contact London Fire Brigade in respect of the need for new private fire hydrants.

INFORMATIVE 10: High Speed 1

You are advised of the comments made by High Speed 1 with regard to cost recovery and to ensure the development addresses noise from High Speed 1 operations.

INFORMATIVE 11: Contaminated land

In complying with the contaminated land conditions, reference should be made at all stages to appropriate current guidance and codes of practice. This would include:

- i) The Environment Agency CLR & SR Guidance documents (including CLR11 'Model Procedures for the Management of Land Contamination');

- ii) National Planning Policy Framework (2012) / National Planning Practice Guidance (2014);
- iii) BS10175:2011 - Investigation of potentially contaminated sites - Code of Practice;
- iv) Guidance for the safe development of housing on land affected by contamination (2008) by NHBC, the EA and CIEH;
- v) CIRIA report C665 - Assessing risks posed by hazardous ground gases to buildings;
- vi) CIRIA report C733 - Asbestos in soil and made ground: a guide to understanding and managing risks.

Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

INFORMATIVE 12: Refuse

Refuse collection points should be located at a ground floor level and within 10m of the refuse vehicle parking bay. Level access should be provided for the refuse collection personnel to collect the bins. The refuse collection personnel are not expected to push the bins on an inclined surface to safeguard their Health and Safety requirements. Alternatively, the dustbins will need to be brought to the edge of the refuse vehicle parking bay on day of collection. The applicant is advised to ensure the relevant Council's refuse collection department is consulted to agree a refuse collection arrangement.

INFORMATIVE 13: Deemed discharge

All conditions are exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 as the development was subject to an Environmental Impact Assessment.

INFORMATIVE 14: Pre-commencement conditions:

The following pre-commencement conditions attached to this decision notice are considered necessary in order to safeguard the nature conservation interest of adjoining land, safeguard transport infrastructure and protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well- designed scheme:

- River Beam Buffer Zone (52)
- Construction Environmental Management Plan (63)
- Written Scheme of Investigation (66)
- Non-Road Mobile Plant and Machinery (57)
- Foundation Design (67)

Statement of positive and proactive action in dealing with the application

In dealing with this application, Deputy Mayor for Planning, Regeneration and Skills, acting under delegated authority and as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy, the Deputy Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report GLA/2933a/03. The Deputy Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this

planning application and application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework

Juliemma McLoughlin
Chief Planner

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

APPENDIX 3

PHASE 1 ACCOMMODATION AND AREA SCHEDULE

APPENDIX 4

DATES FOR NOTIFICATION PURSUANT TO CLAUSE 5.1.6

1. The Commencement Date;
2. Practical Completion of the Development;
3. The date of Implementation of each Phase;
4. Occupation of each Phase;
5. Prior to the date upon which 80% of the Market Housing Units are in Occupation;
6. The date upon which the final 20% of the Affordable Housing Units in Phase 1 are Wind and Watertight;
7. The date upon which 40% of the Market Housing Units in each of Phases 2 to 8 are Occupied;
8. The date upon which 80% of the Market Housing Units in each of Phases 2 to 8 are Occupied;
9. The commencement of the Initial Marketing Period;
10. The date upon which 90% of the Residential Units within Phase 1 are Occupied;
11. The date upon which 90% of the Residential Units within the LBH Phase 2 Area are Occupied;
12. The date upon which 90% of the Residential Units within the LBBB Phase 2 Area are Occupied;
13. The date upon which 90% of the Residential Units within Phase 2 are Occupied;
14. The date upon which 50% of the Residential Units within Phase 3 are Occupied;
15. Prior to the date upon which 50% of the Residential Units within Phase 1 are Occupied;
16. Prior to the date upon which 50% pf the Residential Units within Phase 4 are Occupied;
17. Occupation of the final Residential Unit within the last Phase of the Development;
18. Expiry of the Second Bus Loop Notice Period (if applicable);
19. Completion of the Bus Loop Developer's Works (if applicable);
20. Occupation of the final Residential Unit located within Phase 3;
21. The date of Practical Completion of the final Residential Unit within each Phase.

APPENDIX 5

FORM OF CONFIRMATORY DEED
(REQUIRED PURSUANT TO CLAUSE 3.3)

DATED 20[]

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM
- (4) GLA LAND AND PROPERTY LIMITED
- (5) []

CONFIRMATORY DEED

made pursuant to section 106 of the Town and Country Planning Act 1990
and all other powers enabling

relating to the development of land at Beam Park Dagenham
Application reference 17/01307/OUT (LBBD) and P1242 (LBH)
GLA/2933a/03



THIS CONFIRMATORY DEED is made on

20[]

BETWEEN:-

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, the Queens Walk, London SE1 2AA (the "GLA")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford RM1 3BB ("LBH");
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM** of Town Hall, Barking IG11 7LU ("LBBD");
- (4) **GLA LAND AND PROPERTY LIMITED** (Company number 07911046) of 55 Broadway, Westminster, London SW1H 0BD ("GLAP");
- (5) [] of [] (the "Stepping-In Party")]

RECITALS

WHEREAS:-

- (A) On [] 2019 the GLA, LBH, LBBD, GLAP and CPUK entered into the Principal Deed.
- (B) On []¹ the Stepping-In Party acquired by way of []² the interest, rights and obligations of CPUK under the Development Agreement.
- (C) This Confirmatory Deed is entered into pursuant to the requirements of Clause [X] of the Principal Deed and is entered into for the purpose of ensuring that the obligations, covenants and undertakings contained in the Principal Deed are binding on the Stepping-In Party for the purposes of section 106 of the 1990 Act and all other relevant powers.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Confirmatory Deed have the meaning assigned to them in the Principal Deed.
- 1.2 For the purposes of this Confirmatory Deed, the following words and expressions have the meanings assigned:-

"Principal Deed" means an agreement dated [] between (1) The Greater London Authority; (2) The Mayor and Burgesses of the London Borough of Havering; (3) The Mayor and Burgesses of the London Borough of Barking and Dagenham; (4) GLA Land and Property Limited; and (5) Countryside Properties (UK) Limited and entered into pursuant to section 106 of the 1990 Act and other relevant powers

2. OPERATION OF THIS CONFIRMATORY DEED

- 2.1 This Confirmatory Deed is supplemental to the Principal Deed and is entered into pursuant to the powers referred to in Clause 2.1 of the Principal Deed.

¹ Insert date

² Insert details of the legal mechanism by which the Stepping-In Party has stepped-in to the place of

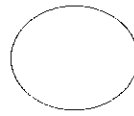
- 2.2 LBH is the local planning authority by whom the provisions of this Confirmatory Deed are enforceable within the scope of the powers set out in Clause 2.1 in relation to the land shown shaded orange on plan 448-PT-MP-PL-1118 (rev PL2) which is attached at Appendix 1 of the Principal Deed.
- 2.3 LBBD is the local planning authority by whom the provisions of this Confirmatory Deed are enforceable within the scope of the powers set out in Clause 2.1 in relation to the land shown shaded blue on plan 448-PT-MP-PL-1118 (rev PL2) which is attached at Appendix 1 of the Principal Deed.
- 2.4 The Mayor of London directed that he should determine the Planning Application pursuant to section 2A of the 1990 Act and accordingly the GLA is also a local planning authority with the power to enforce the provisions of this Confirmatory Deed in relation to the whole of the Site.
- 2.5 The obligations, covenants, undertakings and agreements contained in this Confirmatory Deed and given to the GLA, LBH, LBBD are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by LBH, LBBD and the GLA as the local planning authorities for the area within which the Site is situated.
- 2.6 The Stepping-In Party covenants with the GLA, LBH, LBBD and GLAP that from the date of this Confirmatory Deed it is bound by and shall perform all of the obligations, covenants and undertakings on the part of CPUK contained in the Principal Deed and that from the date of this Confirmatory Deed all references in the Principal Deed to CPUK shall be read as if they were references to the Stepping-In Party and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and, subject to Clauses [3.1 to 3.3] of the Principal Deed, the said obligations, covenants and undertakings on the part of the Stepping-In Party are given by it with the intent that they shall be enforceable not only against the Stepping-In Party but also against any successors in title to or assigns of the Stepping-In Party and/or any person claiming through or under the Stepping-In Party an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of any of the powers referred to in Clause 2.1 of the Principal Deed.
- 2.7 The GLA, LBH, LBBD, and GLAP covenant with the Stepping-In Party to perform the obligations, covenants and undertakings on their respective parts contained in the Principal Deed.

3. LOCAL LAND CHARGE

This Confirmatory Deed is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

The common seal of **THE GREATER LONDON AUTHORITY** was hereunto affixed in the presence of:



Common Seal

.....
Authorised Signatory

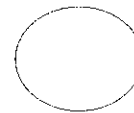
The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM** was hereunto affixed in the presence of:



Common Seal

.....
A Duly Authorised Officer

The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** was hereunto affixed in the presence of:



Common Seal

.....
Authorised Signatory

Executed as a Deed by **GLA LAND AND PROPERTY LIMITED**
acting by

.....
Full Name (Director)
in the presence of:

.....
Signature of Director

.....
Full Name (Witness)

.....
.....

.....
Address

.....
Signature of Witness

Executed as a Deed by **[STEPPING-IN PARTY]**
acting by

.....
Full Name (Director)
in the presence of:

.....
Signature of Director

.....
Full Name (Witness)

.....
.....

.....
Address

.....
Signature of Witness