

DATED 21 May 2020

GREATER LONDON AUTHORITY (1)

and

THE ROYAL LONDON BOROUGH OF GREENWICH (2)

and

ABBNEY WOOD PROPERTY LTD (3)

and

THE PEOPLE'S DISPENSARY FOR SICK ANIMALS (4)

and

15PM LLP (5)

DEED OF PLANNING OBLIGATION

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

relating to the development of the land at

Eynsham Drive, London SE2 9RD

in the Royal London Borough of Greenwich



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THIS DEED is made the 21st day of May 2020

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, More London, London SE1 2AA ("*the GLA*")
 - (2) **THE ROYAL LONDON BOROUGH OF GREENWICH** of Town Hall, Wellington Street, Woolwich, London SE18 6HQ ("*the Council*")
 - (3) **ABBEY WOOD PROPERTY LTD** (Company registration number 10398274) whose registered office is at 1 Kings Avenue, London N21 3NA ("*the First Owner*")
 - (4) **THE PEOPLE'S DISPENSARY FOR SICK ANIMALS** of Whitechapel Way, Priorslee, Telford TF2 9PQ ("*the Second Owner*")
- together known as "*the Owner*"; and
- (5) **15PM LLP** (LLP registration number OC328455) of 15 Princes Mews, London W2 4NX ("*the First Mortgagee*")

RECITALS:

- (A) The GLA has in accordance with section 2A of the 1990 Act called in the Application for its determination and is acting as the local planning authority for the purposes of determining the Application on behalf of the Mayor of London.
- (B) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and both the Council and the GLA are empowered to discharge and enforce the obligations in this Deed.
- (C) The First Owner is the proprietor of the freehold interest in the part of the Land registered at HM Land Registry under title number TGL167361.
- (D) The Second Owner is the proprietor of the freehold interest in the part of the Land registered at HM Land Registry under title number TGL158300.
- (E) The First Mortgagee is the registered proprietor of a legal charge made against the land registered under title number TGL167361 dated 4 January 2017.
- (F) On 20 December 2017 the First Owner made the Application to the Council for the Planning Permission to carry out the Development.
- (G) The Council resolved at a meeting of its Planning Committee held on 9 July 2018 to refuse the Planning Permission for the Development.
- (H) At a representation hearing held on 7 December 2018, the Mayor of London resolved to approve the 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) The GLA considers it expedient in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.

- (J) The GLA considers it expedient in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (K) The Council 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 area in which the Land is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (L) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- (M) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (N) The Parties have therefore agreed to enter into this Deed to secure the planning obligations in this Deed with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through under or in trust for them unless as otherwise specified in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

- | | |
|---|--|
| “the 1980 Act” | means the Highways Act 1980 |
| “the 1990 Act” | means the Town and Country Planning Act 1990 |
| “Additional Affordable Housing” | means those Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under Part 2 of Schedule 3 |
| “Additional Affordable Housing Scheme” | means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided within the Development on the Land and which: <ul style="list-style-type: none"> (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing and to which tenure; (b) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing; (c) provides details (including 1:50 floor plans) of the proposed wheelchair accessible |

Additional Affordable Housing;

- (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in the event that the Viability Review identifies part of the surplus cannot deliver one or more complete units of Additional Affordable Housing

“Additional Affordable Housing Units”

means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Part 2 of Schedule 3

“Affordable Housing”

means housing (including London Affordable Rented Housing and London Shared Ownership Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

“Affordable Housing Grant”

means any financial assistance offered by the GLA, Affordable Housing Provider or any other body to be applied towards the costs of providing Additional Affordable Housing

“Affordable Housing Plans”

means the plans with reference number A2874 239-R2, A287 4240-R1 and A287 4241-R1 showing the locations of the Affordable Housing attached at Schedule 1 to this Deed

“Affordable Housing Provider”

means a provider of social housing:

(a) as defined in section 80(2) of the Housing and Regeneration Act 2008 (or any other body defined by subsequent legislation as having a similar role) registered by the Greater London Authority pursuant to section 80(2) and chapter 3 of the Housing and Regeneration Act 2008; and

(b) nominated as an affordable housing provider for the purpose of this Deed by the Council from the list of Affordable Housing Providers at Appendix 4 of this Deed or such other registered affordable housing provider meeting the criteria of (a) above and given

prior written approval by the Council.

"Affordable Housing Tenure Split"

means:

- (a) 75% (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and
- (b) 25% (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing

"Affordable Housing Units"

means the minimum 95 Residential Units to be provided as Affordable Housing (as shown on the Affordable Housing Plans attached at Schedule 1 to this Deed) comprising 285 Habitable Rooms in accordance with the Affordable Housing Tenure Split and comprising not less than 37% (by Habitable Room) of the Residential Units and "Affordable Housing Unit" shall be construed accordingly

"Agreed Mix"

means the agreed mix attached to this Deed at Appendix 1 or such other mix agreed in writing by the Council

"Annual Monitoring Report"

means the London Plan Annual Monitoring Report

"Application"

means the application for planning permission to carry out the Development at the Land validated by the Council on 20 December 2017 and given the reference 17/4080/F

"Apprenticeship"

means a work-based training programme aimed at different levels as detailed in Schedule 7, combining employment with learning and training which leads to nationally recognised qualifications for the apprentice and which ranges from craft occupations or trades to business administration and retail

"Average Intermediate Housing Value"

means the average value of London Affordable Rented Housing and London Shared Ownership Housing 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 Council and the Owner

"Average Low Cost Rent Housing Value"

means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner

"Average Open Market Housing"

means the average value of Open Market Housing

Value	Unit floorspace per square metre on the Land at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
"Blue Badge"	means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970
"Build Costs"	<p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council'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 Owner's quantity surveyor, costs consultant or agent <p>But for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> I. professional, finance, legal and marketing costs; and II. all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses
"Carbon Offset Contribution"	means the sum of £315,000 (THREE HUNDRED AND FIFTEEN THOUSAND POUNDS) Index-Linked or such other sum to be calculated at Practical Completion in accordance with policy 5.2 of the London Plan (or its replacement) to be paid by the Owner and applied towards a carbon offset fund to help secure the delivery of carbon dioxide savings in the Royal Borough of Greenwich in accordance with paragraph 1 of Schedule 5 to this Deed
"Carplus"	means the company registered in the United Kingdom known as "Carplus" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support
"Car Club"	means a club operated by a company that is accredited by Carplus which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-

subsidised basis

"Car Club Scheme"

means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 4 of Schedule 4 to this Deed

"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 Affordable Housing 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

"Commencement of Development"

means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the 1990 Act **PROVIDED ALWAYS THAT:**

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) archaeological investigation;
- (f) noise attenuation works;
- (g) demolition works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on

site;

- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development

shall not be taken to be a material operation for the purposes of this Deed and "Commence Development", "Commencement" "Commenced" and "Commences" shall be construed accordingly

"Commercial Floorspace"

means the parts of the Development which will be used for commercial purposes and excluding any Residential Units

"Committed for Expenditure"

means that the Council has identified a financial contribution for spending in its annual financial forward plan or otherwise allocated the contribution for spending in accordance with its legal duties pursuant to s151 of the Local Government Act 1972 and "Commit for Expenditure" shall be construed accordingly

"Considerate Constructors Scheme"

means the Considerate Constructors Scheme established by the construction industry in 1997 which seems to minimise the impacts of the construction of developments on local residents and the environment

"Controlled Parking Zone"

means an area where the Council has introduced restrictions on parking on the highway during certain times of the day or week for non-permit holders

"CPZ Contributions"

means

- (i) the sum of £25,000 (TWENTY FIVE THOUSAND POUNDS) Index-Linked to be paid by the Owner to the Council; and
- (ii) the sum of £25,000 (TWENTY FIVE THOUSAND POUNDS) Index-Linked to be paid by the Owner to the Council and to be transferred to the London Borough of Bexley to be applied towards the facilitation of an investigation for the extension of the Controlled Parking Zone to include the area surrounding the Development

"Cycle Training Contribution"

means the sum of £5,440.00 (FIVE THOUSAND FOUR HUNDRED AND FORTY POUNDS) Index-

Linked to be paid by the Owner and applied towards improvements to the cycle training provided in the vicinity of the Development in accordance with paragraph 8 of Schedule 4 to this Deed

"Date of Deemed Service"

means, in each instance where a Chargee has served a Default Notice under clause 7.2.1 the later of:

(a) service on the Council either:

(i) in the case of service by delivery by hand of the Default Notice to the Council's offices at the Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ and addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ during the hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or

(ii) in the case of service by using first class registered post to the Council's offices addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ, 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 Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

(b) service to the GLA either:

(i) by delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the date on which the Default Notice is so delivered; or

(ii) by using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning) 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 Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice

was actually delivered to the GLA (by Royal Mail proof of delivery or otherwise)

- “Deed”** means this Agreement
- “Default Notice”** means a notice in writing served on the GLA and the Council by the Chargee under clause 7.2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
- “Development”** means the demolition of existing car wash and pet hospital and any associated structures and the re-development of the site for construction of a residential-led mixed use development, including 4 buildings ranging from 3, 8, 14 and 17-storeys, comprising 272 new homes, a ground level pet hospital (D1) floorspace, flexible A1/A2/A3/A4/B1/D1/D2 commercial floorspace, 59 car parking spaces, 450 cycle parking spaces, new hard and soft landscaping measures including playspace provision and refuse and recycling facilities
- “Development Viability Information”** means the information required by Formula 1a and Formula 2 being:
- (a) Estimated GDV;
 - (b) Estimated Build Costs;
 - (c) Average Open Market Housing Value;
 - (d) Average Low Cost Rent Housing Value; and
 - (e) Average Intermediate Housing Value
- and including in each case supporting evidence to the Council's reasonable satisfaction
- “Eligible Purchasers”** means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership 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 £90,000
- “Employment and Training Contribution”** means the sum of £279,700.00 (TWO HUNDRED AND SEVENTY NINE THOUSAND AND SEVEN HUNDRED POUNDS) Index-Linked towards the provision of apprentice schemes and employment training and enterprise support initiatives within the Royal Borough of Greenwich to mitigate the loss of employment floorspace which sum is payable in

accordance with paragraph 3 of Schedule 7

"Estimated Build Costs"

means:

- (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"

means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to Part 2 of Schedule 3 based on detailed comparable market evidence to be assessed by the Council and assuming:

- (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 knowledgably, prudently and without compulsion

"Expert"

means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 11 to determine a dispute

"External Consultant"

means the external consultant appointed by the Council and approved by the GLA; or an external consultant appointed by the GLA to assess the Viability Review

"Formula 1A"

means the formula identified as "Formula 1A" within the Annex to Schedule 3

"Formula 2"

means the formula identified as "Formula 2" within the Annex to Schedule 3

"GLA"

means the Greater London Authority or any

	successor in function
"GLLaB"	means the Greenwich Local Labour and Business Scheme in operation at the date of this Deed or its successor body
"Habitable Room"	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, bathrooms and halls
"Harrow Manor Way Improvements Plan"	means the plan with reference number A2874 238-R1 showing the improvements to Harrow Manor Way attached at Schedule 1 to this Deed
"Highways Agreement"	means one or more agreements pursuant to section 38 and/or 278 of the Highways Act 1980
"Highway Works"	means the dedication of land at Harrow Manor Way to facilitate road network upgrade works shown coloured blue and red on the extract from Harrow Manor Way improvements annexed at Schedule 1 to this Deed and works to be undertaken on the public highway comprising construction of updated access and egress points as shown for indicative purposes only on the Highway Works Plan
"Highway Works Plan"	means the plan with reference number 2017/3535/013 showing the Highway Works attached at Schedule 1 to this Deed
"Homes England"	means the housing and regeneration agency for England (or any successor body that replaces it)
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit, share that London Shared Ownership Housing Unit with A and one another as the only main residence of both A and such other persons
"Household Income"	means: <ul style="list-style-type: none"> (a) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser's Household; and (b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers' Households
"Index"	means the BCIS All In Tender Price Index published by the Building Cost Information Service (or any

successor ministry department or organisation) or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the Parties may agree

"Index-Linked"

means the product (if any) of the amount of the contributions payable under this Deed multiplied by A and divided by B where:

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of this Deed

"Intention Notice"

means a notice in writing served on the Chargee under clause 7.3 that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Interest"

means interest at 4% above the base lending rate of Lloyds Bank or such other bank as the Council uses from time to time

"Land"

means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title numbers TGL167361 and TGL158300 and shown for the purpose of identification only edged red on the Location Plan annexed at Schedule 1 to this Deed

"Lettings Plan"

means a plan for the letting of the London Affordable Housing Rented Units to be agreed between the Council and the Affordable Housing Provider

"Location Plan"

means the plan with reference number A2874 001 - R12 showing the location of the Development attached at Schedule 1 to this Deed

"Local Housing Allowance"

means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department for Works and Pensions or such similar framework that may replace it

"Local Business"

means businesses whose established place of business is in the Royal Borough of Greenwich

“Local Resident”	means a person living in or working in or with a local connection to the Royal Borough of Greenwich
“London Affordable Rented Housing”	<p>means rented housing provided by an Affordable Housing 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:</p> <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 Affordable Rented Housing Units”	means the 67 Affordable Housing Units shown on the Affordable Housing Plans comprising 215 Habitable Rooms to be made available for London Affordable Rented Housing in accordance with Schedule 3 of this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing
“London Design Standards”	means the required design standards for new homes approved and published by the Mayor of London at the date of grant of the Planning Permission
“London Plan”	means the London Plan published in March 2016 as revised from time to time
“London Plan Annual Monitoring Report”	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
“London Shared Ownership Housing”	<p>means housing 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):</p> <ul style="list-style-type: none"> (a) must not exceed 28% of the relevant annual

gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of each London Shared Ownership Housing Unit, must not exceed 28% of the relevant annual gross income upper limit below (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

(i) one-bedroom: £41,562;

(ii) two-bedroom: £65,087

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

"London Shared Ownership Housing Units"

means the 28 Affordable Housing Units as shown on the Affordable Housing Plans comprising 70 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with Schedule 3 of this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

"Marketing Plan"

means a plan to market the London Shared Ownership Units with priority being given by the Affordable Housing Provider to residents of the Royal Borough of Greenwich for the first three months from the beginning of the marketing.

"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

"Monitoring Contribution"

means the sum of £8,687 (EIGHT THOUSAND SIX HUNDRED AND EIGHTY-SEVEN POUNDS) Index-Linked to be paid to the Council towards the costs of the Council for monitoring the obligations of the Owner in this Deed

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under clause 7.6, the period from (and including) the Date of Deemed Service on

the GLA and the 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 the GLA and the Council)

"Nominations Agreement"

means an agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (acting reasonably) and providing the Council with nomination rights in respect of:

- (a) 100% of first lets; and
- (b) 75% of subsequent lets

of the London Affordable Rented Housing Units for the life of the Development unless otherwise agreed with the Council

"Occupation"

means occupation of the Land or any of the Residential Units or buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "Occupy" and "Occupied" shall be construed accordingly

"Occupier"

means the occupier or occupiers of a single Residential Unit or as the case may be the occupier or occupiers of the PDSA Hospital

"Open Market Housing Units"

means the Residential Units forming part of the Development which are to be sold on the open market and which are not Affordable Housing Units

"Option"

means the option to be granted to the GLA or the Council and/or the GLA's or the Council's nominated substitute Affordable Housing Provider (as appropriate) in accordance with clause 7.4 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units

"Parties"

means the Council the GLA the First Owner the Second Owner and the First Mortgagee and "Party" shall be construed accordingly as the context requires

"PDSA Car Parking Plan"

means the plan with reference number A2874 237-R1 showing the PDSA Hospital Car Parking Spaces attached at Schedule 1 to this Deed

"PDSA Hospital"	means the pet hospital to be constructed as part of the Development
"PDSA Hospital Car Parking Spaces"	means the 28 car parking spaces shown for the exclusive use of the occupiers of the PDSA Hospital unless otherwise agreed with the Council and the GLA shown for the purpose of identification only edged red on the PDSA Car Parking Plan
"PDSA Travel Plan"	<p>means a travel plan for the PDSA Hospital (only) to be submitted by the Owner to the Council for its approval pursuant to paragraph 1.13 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the PDSA Travel Plan and which shall include the information and measures set out at paragraph 1.2 of Schedule 4 and include measures: [^]2.2</p> <ul style="list-style-type: none"> (a) to appoint a travel plan co-ordinator whose appointment shall be no later than three months prior to the anticipated date of first Occupation of the PDSA Hospital; (b) to positively influence the travel behaviour of the staff and visitors to the PDSA Hospital by promoting alternative modes of travel to the car; (c) to minimise the number of single occupant car trips generated by the PDSA Hospital by encouraging car sharing by staff and car clubs <p>and such other measures as may be agreed between the Council and the Owner</p>
"Phase 1"	means phase 1 of the Development as identified on the Phasing Plan shown hatched green and labelled Phase 1
"Phase 2"	means phase 2 of the Development as identified on the Phasing Plan shown hatched blue and labelled Phase 2
"Phase 3"	means phase 3 of the Development as identified on the Phasing Plan shown hatched red and labelled Phase 3
"Phasing Plan"	means the plan with reference number A2874 290 - R20 showing the phasing of the Development attached to this Deed at Schedule 1

"Planning Permission"	means the planning permission for the Development to be granted by the GLA pursuant to the Application a draft of which is attached to this Deed at Schedule 2
"Practical Completion"	means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and "Practically Completed" shall be construed accordingly
"Priority Band 1"	means Eligible Purchasers whose gross annual household income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed £71,000 for 1 or 2 beds and £88,000 for 3 beds (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 per cent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time
"Priority Band 2"	means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 per cent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time
"Public Realm Contribution"	means the sum of £50,000 (FIFTY THOUSAND POUNDS) Index-Linked to be paid by the Owner and applied towards public realm improvements to the Thistlebrook Estate such improvements to include new fob access to Thistlebrook Estate a new security gate a new children's play area and a new CCTV system in accordance with paragraph 2 of Schedule 5 of this Deed
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development
"Regulator of Social Housing"	means the government agency for the regulation of social housing in England (or any successor agency)

"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 Act 2016, and the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 both 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
"Residential Units"	means the Open Market Housing Units and the Affordable Housing Units
"Retail Price Index"	means the Government Index of Retail Prices (All Items) published by the Office of National Statistics on behalf of HM Government or any successor to that index from time to time
"Returns"	means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development
"Review Date"	means the date of the submission of the Development Viability Information pursuant to Part 2 of Schedule 3 of this Deed
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing 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 London Affordable Rented Housing Unit or London Shared Ownership Housing Units
"Site Wide Travel Plan"	means a travel plan for the Development except the PDSA Hospital to be submitted by the Owner to the Council for its approval pursuant to paragraph 1.1 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the Travel Plan and which shall include the information and measures set out at paragraph 1.2 of Schedule 4 and include measures: 2.1

- (a) to appoint a travel plan co-ordinator whose appointment shall be no later than three months before the anticipated date of first Occupation of any Residential Unit;
- (b) to positively influence the travel behaviour of Occupiers and their visitors by promoting alternative modes of travel to the car;
- (c) to minimise the number of single occupant car trips generated by the Development by encouraging car sharing and car clubs

and such other measures as may be agreed between the Council and the Owner

“Social Rented Housing” means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents

“Staircasing” means the acquisition by a purchaser of a London Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100% equity and **“Staircased”** shall be construed accordingly

“Statutory Undertaker” means a statutory undertaker as defined by section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995

“Substantial Implementation” means:

- (a) completion of all ground preparation works relating to Phase 1 of the Development and all site-wide enabling works; and
- (b) the Development has been Commenced and completed up to first floor slab level on Phase 1 of the Development

“Substantial Implementation Target Date” means the date 24 months from but excluding the date of grant of the Planning Permission

“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 from time to time

- “Transport for London”** means Transport for London or its successor body
- “Viability Review”** means the upward-only review of the financial viability of the Development at the Review Date using Formula 1A and Formula 2 to determine whether Additional Affordable Housing can be provided on the Land as part of the Development
- “Working Day”** means any day excluding Saturdays, Sundays and any bank holidays in England and **“Working Days”** shall be construed accordingly.

1.2 In this Deed:-

- 1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;
- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed
- 1.2.3 references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.6 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.7 covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council shall mean the Royal Borough of Greenwich acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and its successor to its respective statutory functions; and
- 1.2.9 references to the Owner not Occupying include an obligation not to permit or suffer Occupation.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and subject to clause 2.2, all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into by the Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and section 16 of the Greater London Council (General Powers) Act 1974.

3. EFFECT AND CONDITIONALITY OF THIS DEED

- 3.1 This Deed is a conditional agreement and shall become binding upon the grant of the Planning Permission but the obligations in this Deed shall only come into effect on Commencement of the Planning Permission SAVE FOR the provisions of clause 4.2 (Legal Costs), clause 8 (Determination of the Planning Permission) clause 11 (Dispute Provisions) clause 16 (Notices) clause 17 (Change of Ownership) and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect on completion of this Deed.

4. THE OWNER'S COVENANTS AND OBLIGATIONS

- 4.1 The Owner covenants with the GLA and the Council to perform the obligations specified in Schedules 3 to 7 inclusive to this Deed.
- 4.2 The First Owner covenants to pay on or before completion of this Deed the Council's and the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed and the Monitoring Contribution.

5. THE COUNCIL'S COVENANTS

- 5.1 The Council covenants with the Owner and the GLA to perform the obligations specified in Schedule 8 to this Deed.

6. THE GLA'S COVENANTS

- 6.1 The GLA covenants with the Owner and the Council to observe the covenants on its part set out in this Deed.
- 6.2 The GLA covenants that it shall issue the Planning Permission as soon as reasonably practicable following completion of the Deed in the form attached as Schedule 2.

7. EXCLUSIONS

- 7.1 This Deed shall not bind or be enforceable against the following:
- 7.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;

- 7.1.2 any owner, tenant or Occupier of any individual unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit save where the individual unit is an Affordable Housing Unit or the PDSA Hospital and in the case of a Residential Unit except in relation to the waiver at paragraph 7.1.4 of Schedule 4;
- 7.1.3 any Affordable Housing Provider except in relation to the obligations in Schedule 3 and paragraph 7 of Schedule 4 to this Deed;
- 7.1.4 any Occupier or tenant of an individual London Shared Ownership Housing Unit or a London Affordable Rented Housing Unit (nor against those deriving title nor against a mortgagee or chargee of such individual unit) except in relation to (a) the obligations in paragraph 3 of Schedule 3 which shall bind and be enforceable against the relevant Occupier or tenant unless they have exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or Housing and Regeneration Act 2008 or Planning Act 2016 or has acquired 100% of the equity in a London Shared Ownership Housing Unit and (b) the waiver at paragraph 7.1.4 of Schedule 4;
- 7.1.5 subject to clauses 7.2 to 7.7 (inclusive) any Chargee of the whole or any part of the Affordable Housing Units (or any Additional Affordable Housing Units) or any persons or bodies deriving title through such Chargee; ; and
- 7.1.6 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services.
- 7.2 In order to benefit from the protection granted by clause 7.1.5, a Chargee must:
- 7.2.1 prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units serve a Default Notice on:
- 7.2.1.1 the Council either by:
- (A) delivery by hand to the Council's offices at the Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ and addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ during the hours of 9am to 5pm on a Working Day; or
- (B) using first class registered post to the Council's offices addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ; or
- 7.2.1.2 the GLA either by:
- (A) delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day; or

(B) using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning);

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

7.2.3 subject to clause 7.7 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 clause 7.4 below.

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

7.4 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 GLA or the Council (as appropriate) and the Chargee), the Chargee will grant the GLA or the Council (and/or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

7.4.1 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));

7.4.2 the price for the sale and purchase will be agreed in accordance with clause 7.5.2 below or determined in accordance with clause 7.6 below;

7.4.3 provided that the purchase price has been agreed in accordance with clause 7.5.2 below or determined in accordance with clause 7.6 below, but subject to clause 7.4.4 below, the GLA or the Council (or the GLA or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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;

7.4.4 the Option will expire upon the earlier of (i) notification in writing by the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) that it no longer intends to exercise the Option PROVIDED THAT the Council has first obtained the GLA's prior written approval and (ii) the expiry of the Moratorium Period; and

7.4.5 any other terms agreed between the parties to the Option (acting reasonably);

PROVIDED THAT in the event that both the GLA and the Council serve an Intention Notice, the Intention Notice served by the Council will take priority

7.5 Following the service of the Intention Notice:

7.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the GLA or the Council (or the GLA's or the Council's nominated substitute

Affordable Housing 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

7.5.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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:

7.5.2.1 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 Schedule 3; and

7.5.2.2 (unless otherwise agreed in writing between the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee) the Sums Due.

7.6 If on the date falling 10 Working Days after service of the Intention Notice, the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee have not agreed the price pursuant to clause 7.5.2.1 above:

7.6.1 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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;

7.6.2 if, on the date falling 15 Working days after service of the Intention Notice, the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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;

7.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at clause 7.5.2.1 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;

7.6.4 the independent surveyor shall act as an Expert and not as an arbitrator;

7.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

7.6.6 the independent surveyor shall make his/her decision and notify the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider)(as appropriate) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

7.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

7.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraphs 3, 5 and 6 of Part 1 of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

7.7.1 neither the GLA nor the Council has served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

7.7.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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

7.7.3 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

7.8 The GLA or the Council (and the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 7.2 to 7.7 above (inclusive).

8. DETERMINATION OF THE PLANNING PERMISSION

8.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that:-

8.1.1 the Planning Permission shall lapse without having been implemented; or

8.1.2 the Planning Permission shall be revoked; or

8.1.3 if the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or

8.1.4 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the GLA.

8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 8 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

8.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission.

9. CONSENT AND GOOD FAITH IN RELATION TO THIS DEED

9.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties

under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.

- 9.2 The Council and the GLA shall not be required to pay any costs in the giving of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction referred to in clause 9.1 from the Council to any other Party to this Deed.

10. VERIFICATION AND ENFORCEMENT

The Owner shall permit the Council and the GLA and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council and the GLA and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

11. DISPUTE PROVISIONS

- 11.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter failing to be agreed or approved under Schedule 3 of this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties save in the case of manifest error.

- 11.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate 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 twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 11.3.

- 11.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.

- 11.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.

- 11.5 The provisions of this clause 11 shall not fetter the Council's or the GLA's power to enforce this Deed by way of an application for declaratory relief or injunction.

12. POWERS OF THE COUNCIL

Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the GLA or the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

13. WAIVER

No waiver (whether express or implied) by the GLA or the Council of any breach or default by the Owner in performing or observing any of the covenants terms conditions

undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting on any subsequent breach or default in respect thereof by the Owner.

14. SEVERABILITY

- 14.1 Each clause sub-clause schedule or paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein.
- 14.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the Council will upon the written reasonable request of the Owner at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

16. NOTICES

- 16.1 Unless otherwise expressly stated, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:
- 16.1.1 in the case of the GLA at the address for the GLA given on page 4 of this Deed or any other address previously notified by the GLA in writing;
 - 16.1.2 in the case of the Council at the address for the Council given on page 4 of this Deed or any other address previously notified by the Council in writing;
 - 16.1.3 in the case of the First Owner at the address for the First Owner given on page 4 of this Deed or any other address previously notified by the First Owner in writing;
 - 16.1.4 in the case of the Second Owner at the address for the Second Owner given on page 4 of this Deed or any other address previously notified by the Second Owner in writing;
 - 16.1.5 in the case of the First Mortgagee at the address for the First Mortgagee given on page 4 of this Deed or any other address previously notified by the First Mortgagee in writing;
- 16.2 Any notice shall be deemed to have been duly received:

- 16.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 16;
- 16.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or
- 16.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

17. CHANGE OF OWNERSHIP

- 17.1 The Owner warrants that no person other than the First Owner the Second Owner and the First Mortgagee has any legal or equitable interest in the Land.
- 17.2 The Owner covenants to give the Council and the GLA immediate written notice of any change in ownership of any of their legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner Occupier or tenant of any of the Residential Units and the Commercial Floorspace or the new owner is a mortgagee or chargee of such individual owner Occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

18. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

19. MORTGAGEES' CONSENT

- 19.1 The First Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner and the Second Owner with their consent and the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed.
- 19.2 The parties hereby agree that the obligations contained in this Deed shall not be enforceable against the First Mortgagee unless either shall take possession of the Land in which case the First Mortgagee will be bound by the obligations as if it were a person deriving title from the Owner.

20. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this Deed in the case of TfL and any other person who is not named in this Deed shall not have a right to enforce any of its terms **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties from being able to benefit or to enforce the provisions of this Deed (and in the case of the Council) the successor to its respective statutory functions.

21. REGISTRATION OF THIS DEED

This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

22. JURISDICTION

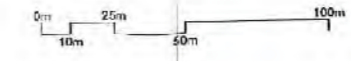
This Deed is governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written.

SCHEDULE 1

Plans

1. Location Plan
2. Affordable Housing Plans
3. Highway Works Plan
4. PDSA Car Parking Plan
5. Phasing Plan
6. Harrow Manor Way Improvements Plan



General notes

All sites must be checked on site.
 All levels must be shown in all sections.
 Dimensions must be checked on site.
 This drawing must be used for all other relevant drawings, specifications and contracts.
 This drawing must not be used for any other purpose without the written consent of Assael Architecture Limited.
 This drawing must not be used on any other site without the written consent of Assael Architecture Limited.
 Subject to a survey, consultation and approval from all statutory Authorities.

Revision Sheet:
 P. Phyllis
 C. D. Cochrane

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Assael Architecture Limited has prepared this document in accordance with the instructions of the Client under the agreed Terms of Appointment. This document is for the sole and specific use of the Client and Assael Architecture shall not be responsible for any use of its contents for any purpose other than that for which it was prepared and provided. Should the Client require to pass this document to any other party, they must first obtain the written consent of Assael Architecture Limited. The Client should be aware that no professional liability or warranty shall be accepted by Assael Architecture Limited in the event of a third party using this document without the explicit written agreement thereof by Assael Architecture Limited.

Drawing notes

Client's file reference:
 A2874 Eynsham Drive Planning

Issue # Revision Date DRN CHK CDV

John Shirley
Jack

Application boundary

Purpose of information

The purpose of the information on this Planning drawing is for:

Information	<input checked="" type="checkbox"/>
Discussion	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.

Mr Murphy
Physicist
JMC

Client:
 Abbey Wood Property Ltd

Project site:
 Eynsham Drive
 Abbey Wood

Drawing title:
 Site Location Plan
 Existing Context

Scale @ A1 size: Date
 1:1250 Feb '17

Drawing N°: Title & Revision
 A2874 001 R12

Assael

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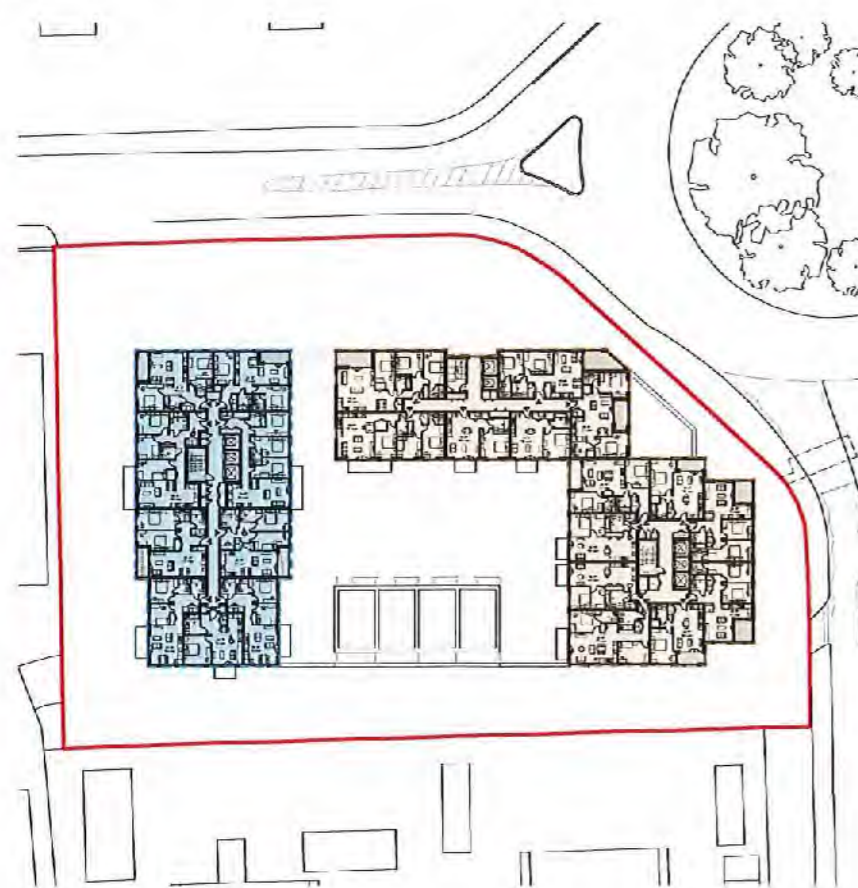
1 Ground Floor Plan
Scale: 1:500



2 First Floor Plan
Scale: 1:500



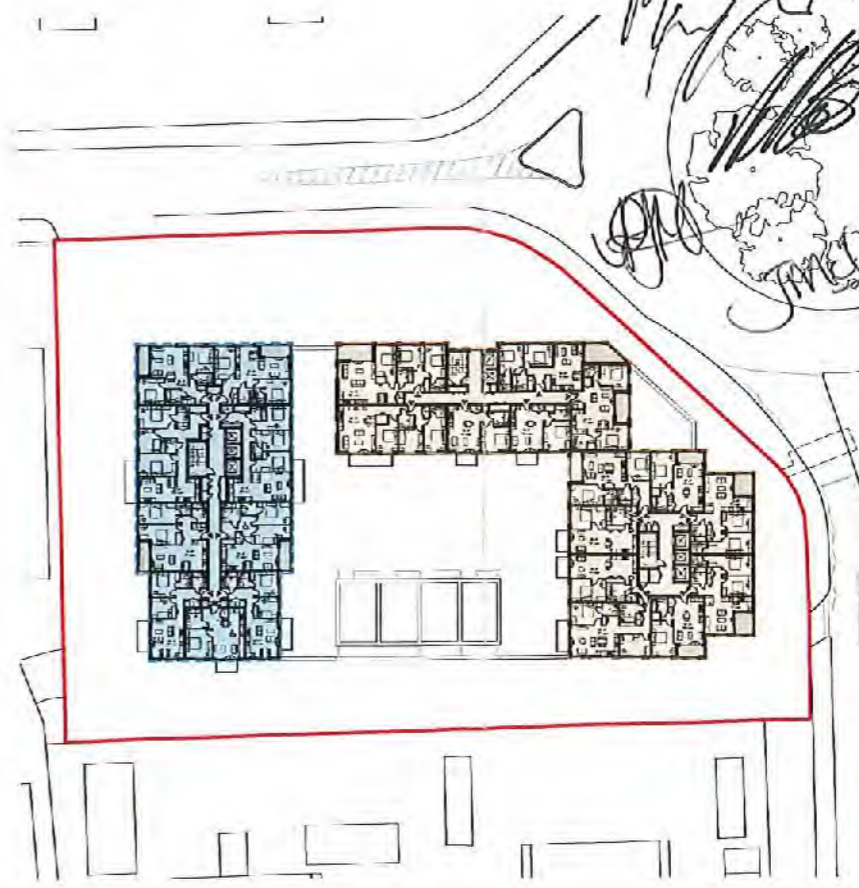
3 Second Floor Plan
Scale: 1:500



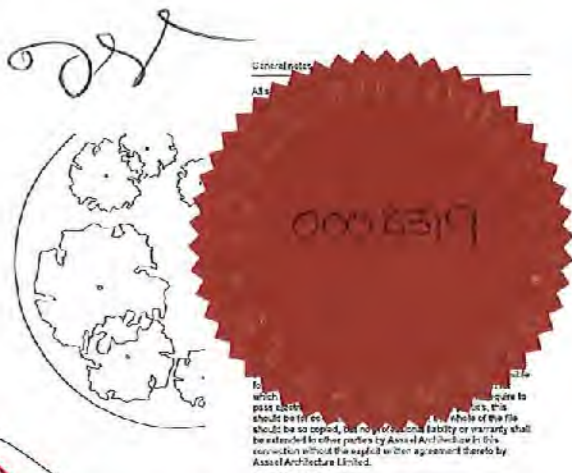
4 Third Floor Plan
Scale: 1:500



5 Third Floor Plan
Scale: 1:500



6 Fifth Floor Plan
Scale: 1:500



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or warranty
shall be
extended
to other
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Drawing notes

Electronic file reference
A2874 Eynsham Drive Plans Working

Status	Revision	Date	ERN	CHK	COM
1	Draft issue to GVA	23/1/19	GS	FA	
2	Station 100 issue	1/4/19	GS	ES	

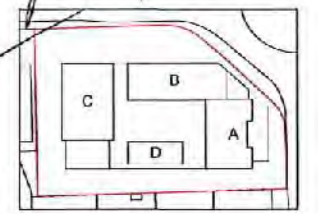
- KEY
- Application boundary
 - London Affordable Housing Units
 - London Shared Ownership Units
 - Private For Sale Units

- Purpose of information
The purpose of the information on this Planning drawing is for:
- Information
 - Consent
 - Consent
 - Consent
 - Construction

All information on this drawing is not for construction unless marked for construction.

John [Signature]

[Handwritten notes and signatures]



Client
Abbey Wood Property Ltd

Project site
**Eynsham Drive
Abbey Wood**

Drawing title
**Affordable Housing Plan
Ground to Fifth Floor**

Scale @A1 size
1:500

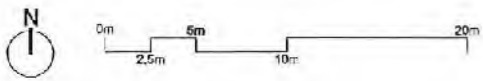
Date
Apr '17

Drawing No
A2874 239

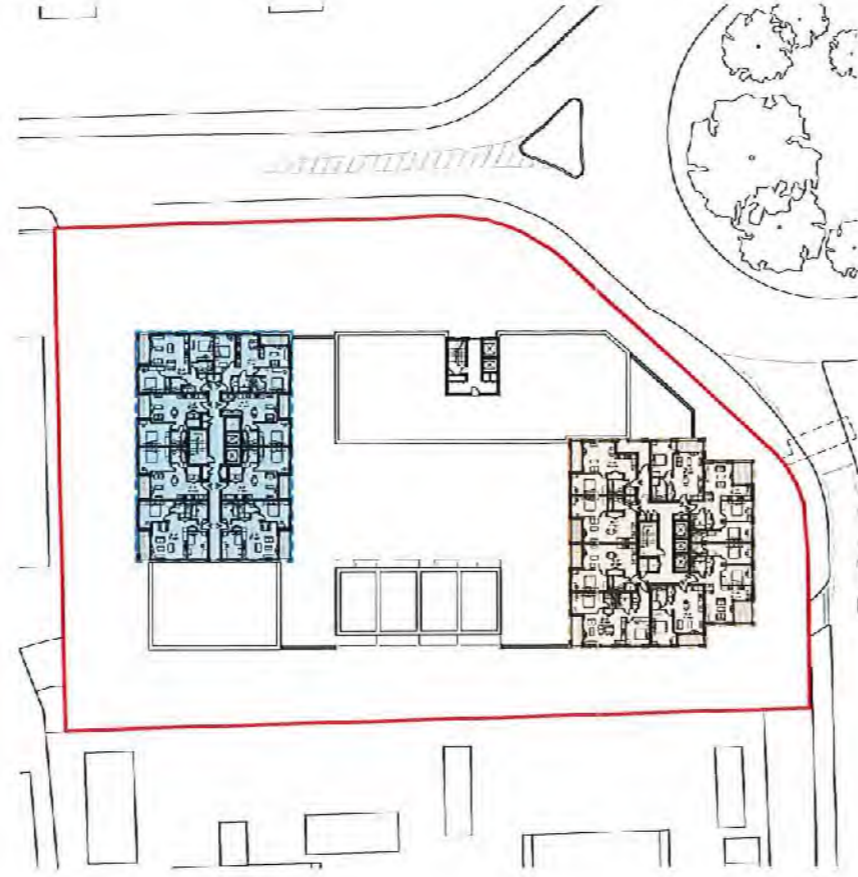
Sheet & Revision
R2

Assael

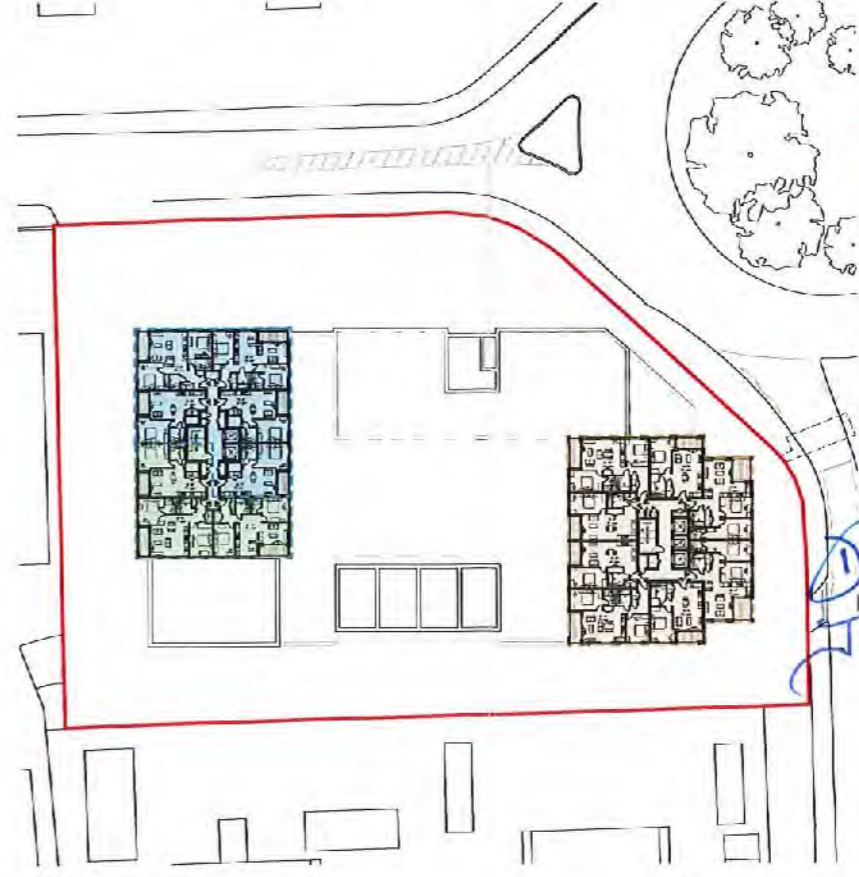
Assael Architecture Limited
103 Upper Richmond Road
London SW15 2TL
Tel: 020 8900 2255 ext 111
info@assael.co.uk
www.assael.co.uk



7 Sixth Floor Plan
Scale: 1:500



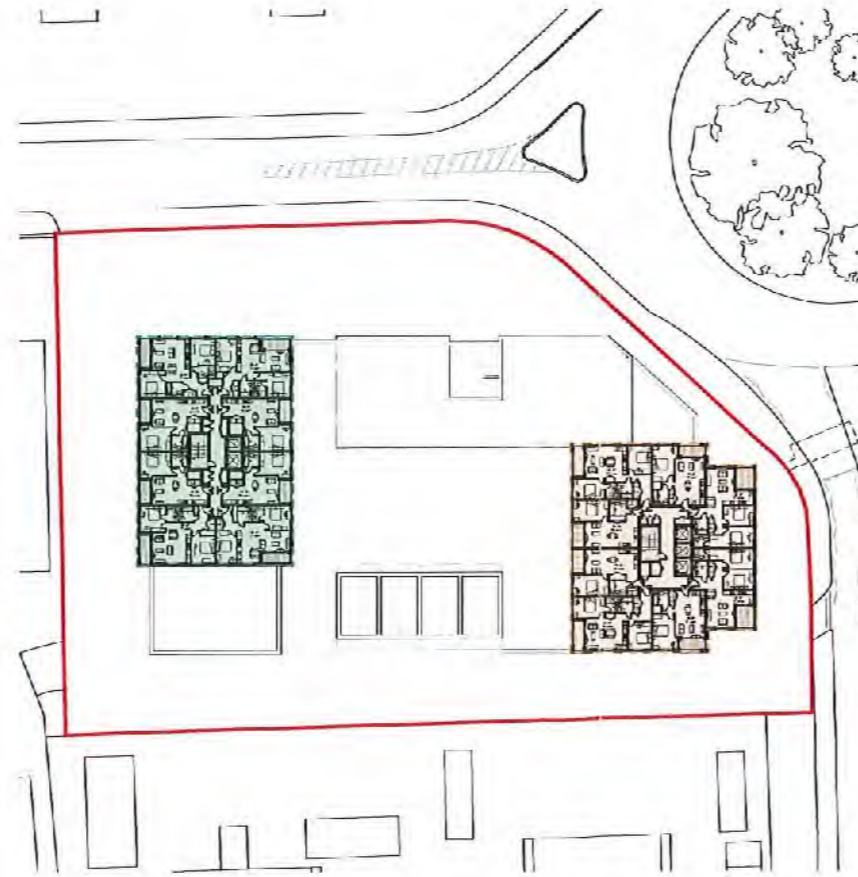
8 Seventh Floor Plan
Scale: 1:500



9 Eighth Floor Plan
Scale: 1:500



10 Ninth Floor Plan
Scale: 1:500



11 Tenth Floor Plan
Scale: 1:500



12 Eleventh Floor Plan
Scale: 1:500

General notes

All existing and proposed works shall be carried out in accordance with the Building Regulations and all relevant Building Control requirements.

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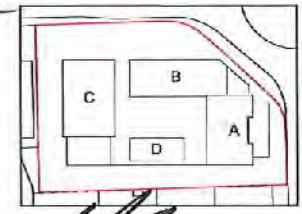
Electronic file reference

A2874 Eynsham Drive Phase Working

Status	Rev	Date	Drawn	Checked	Comments
1	Section 105 Issue	10/18	CS	BR	

- KEY
- Application boundary
 - London Affordable Housing Units
 - London Shared Ownership Units
 - Private For Sale Units

- Purpose of information
- The purpose of the information on this drawing is for:
- Information
 - Consent
 - Construction
- All information on this drawing is not for construction unless it is marked for construction.



Client

Abbey Wood Property Ltd

Project title

Eynsham Drive Abbey Wood

Drawing title

Affordable Housing Plan Sixth to Eleventh Floor

Scale (at size)	Date
1:500	Apr '17

Drawing N°

A2874 240

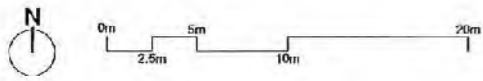
Scale & Revision

R1

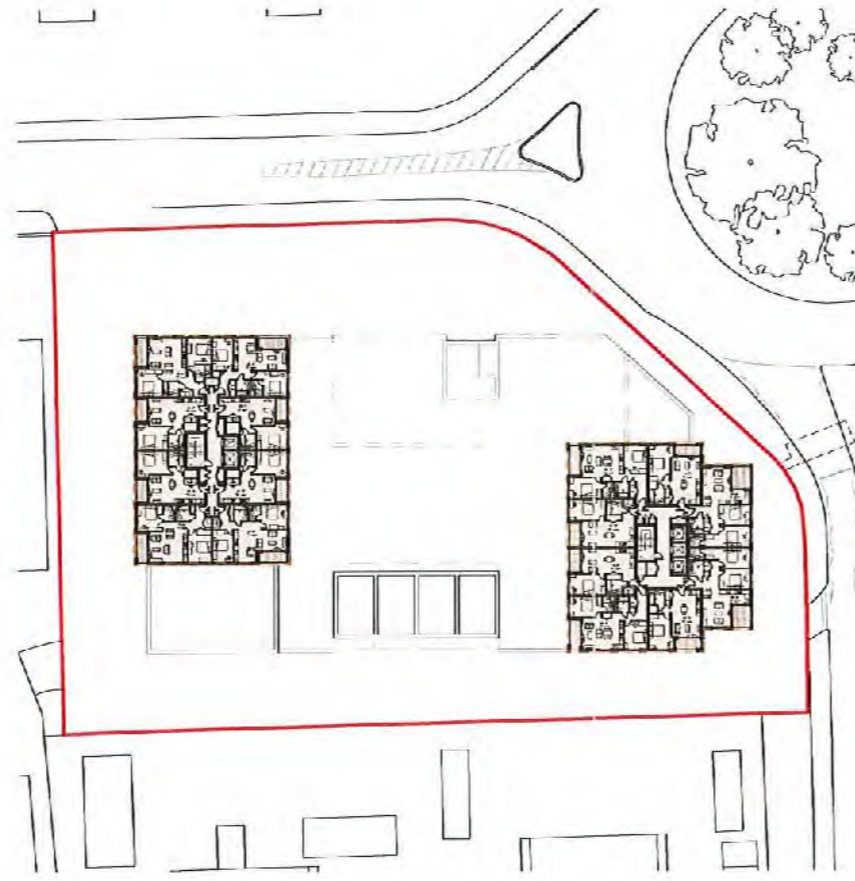
Assael

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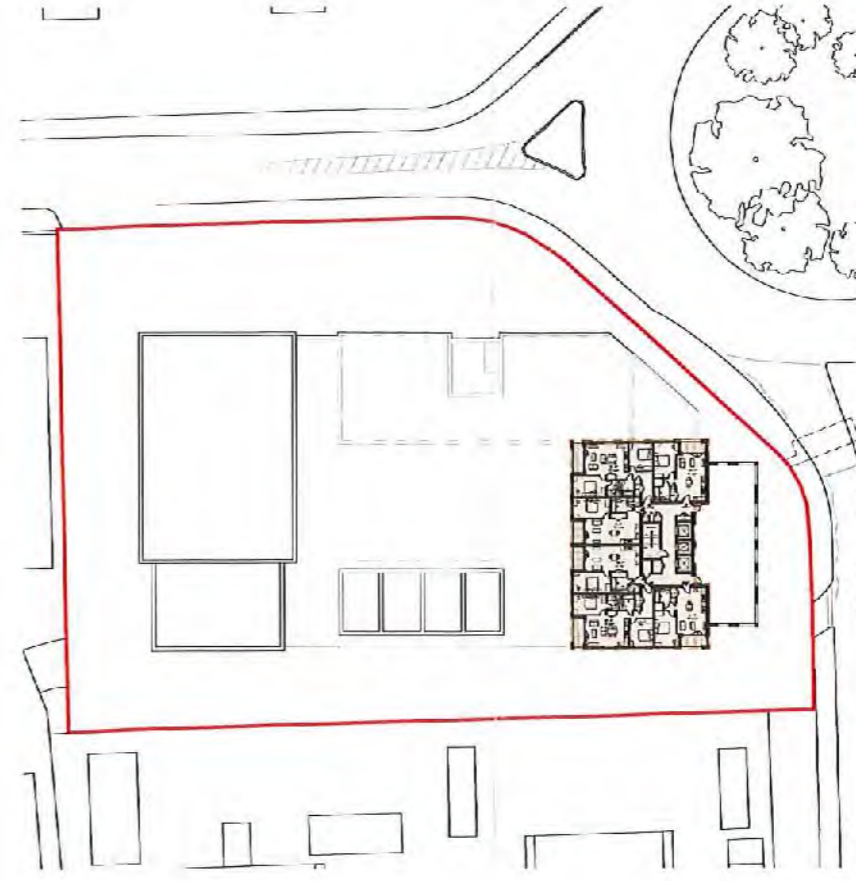
Tel: +44 (0)20 7255 7244
Fax: +44 (0)20 7255 7244
www.assael.co.uk



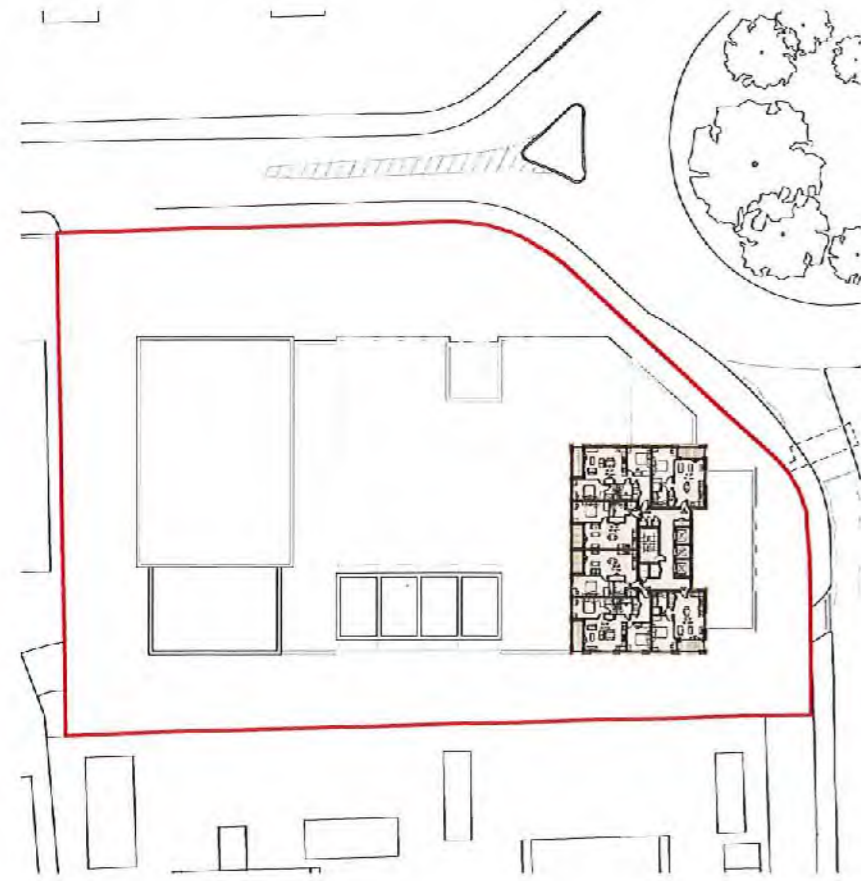
13 Twelfth Floor Plan
Scale: 1:500



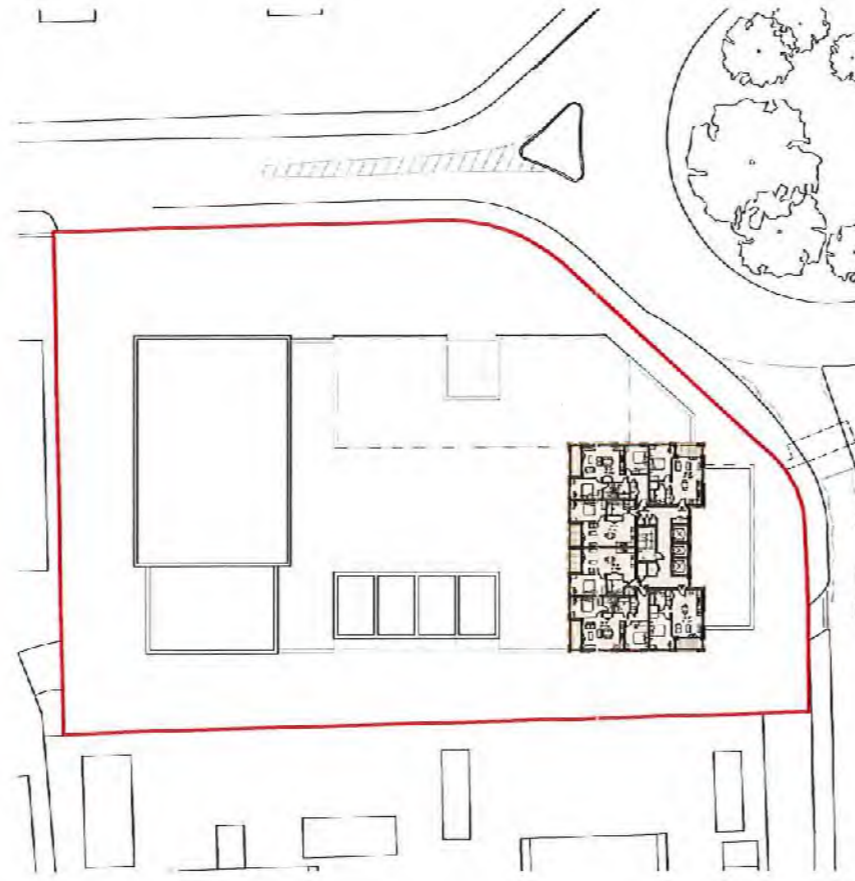
14 Thirteenth Floor Plan
Scale: 1:500



15 Fourteenth Floor Plan
Scale: 1:500



16 Fifteenth Floor Plan
Scale: 1:500



17 Sixteenth Floor Plan
Scale: 1:500

General notes
All work shall be in accordance with the Building Regulations 2010 and the relevant Approved Documents.
This drawing is for information only and should not be used for any other purpose without the explicit written agreement of Assael Architecture Limited.
Drawing notes

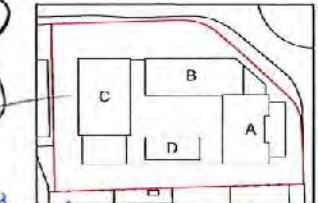
Status	Revision	Date	DRN	CHK	CDM
1	Section 104 issue	10/19	CS	ES	

Assael
Architecture

- KEY
- Application boundary
 - London Affordable Housing Units
 - London Shared Ownership Units
 - Private For Sale Units

- Purpose of information
- The purpose of the information on this drawing is for:
- Planning
 - Information
 - Comment
 - Client approval
 - Construction

All information on this drawing is not for construction unless it is marked for construction.



JMG
John Hinton
Arch

Client
Abbey Wood Property Ltd

Project title
Eynsham Drive Abbey Wood

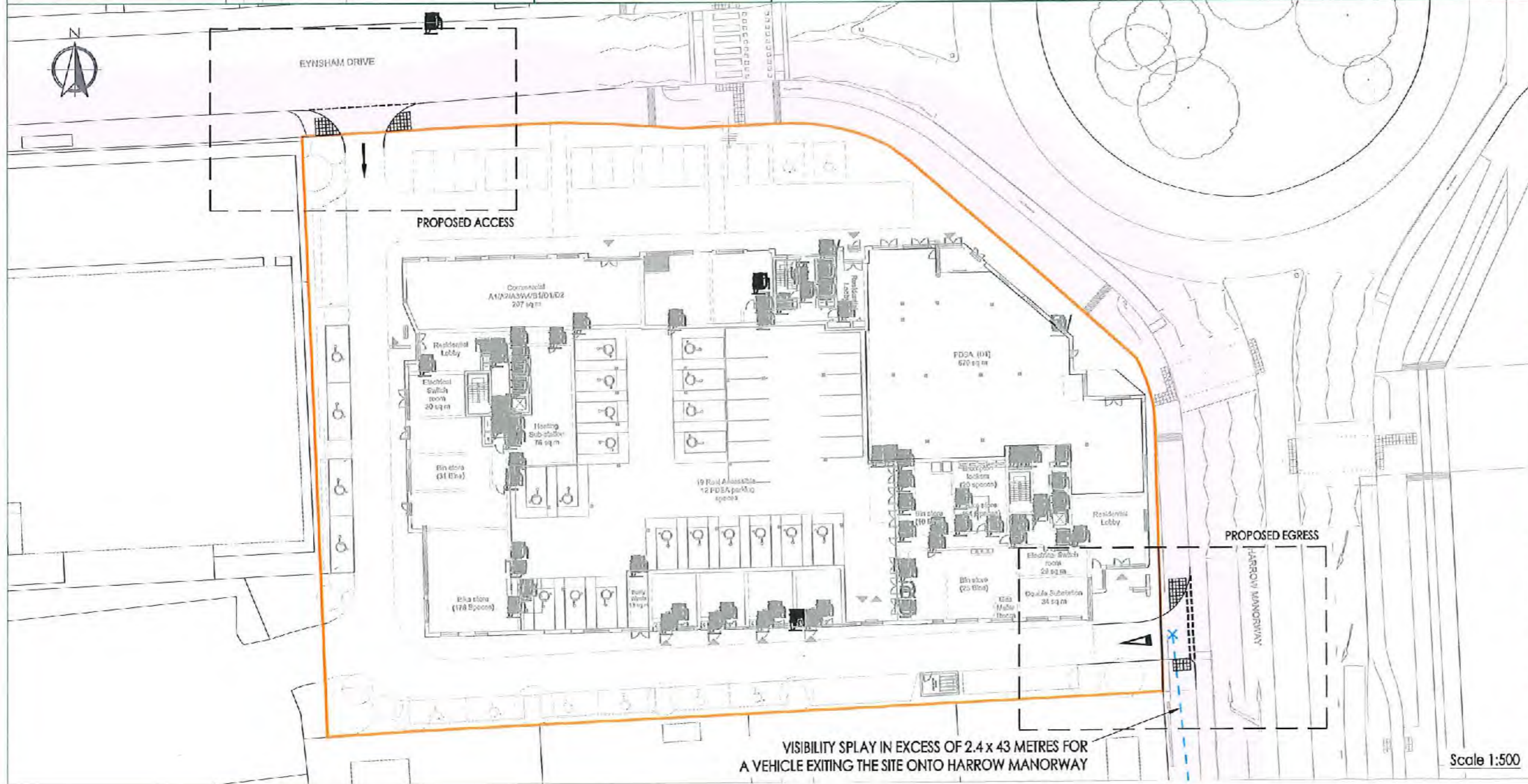
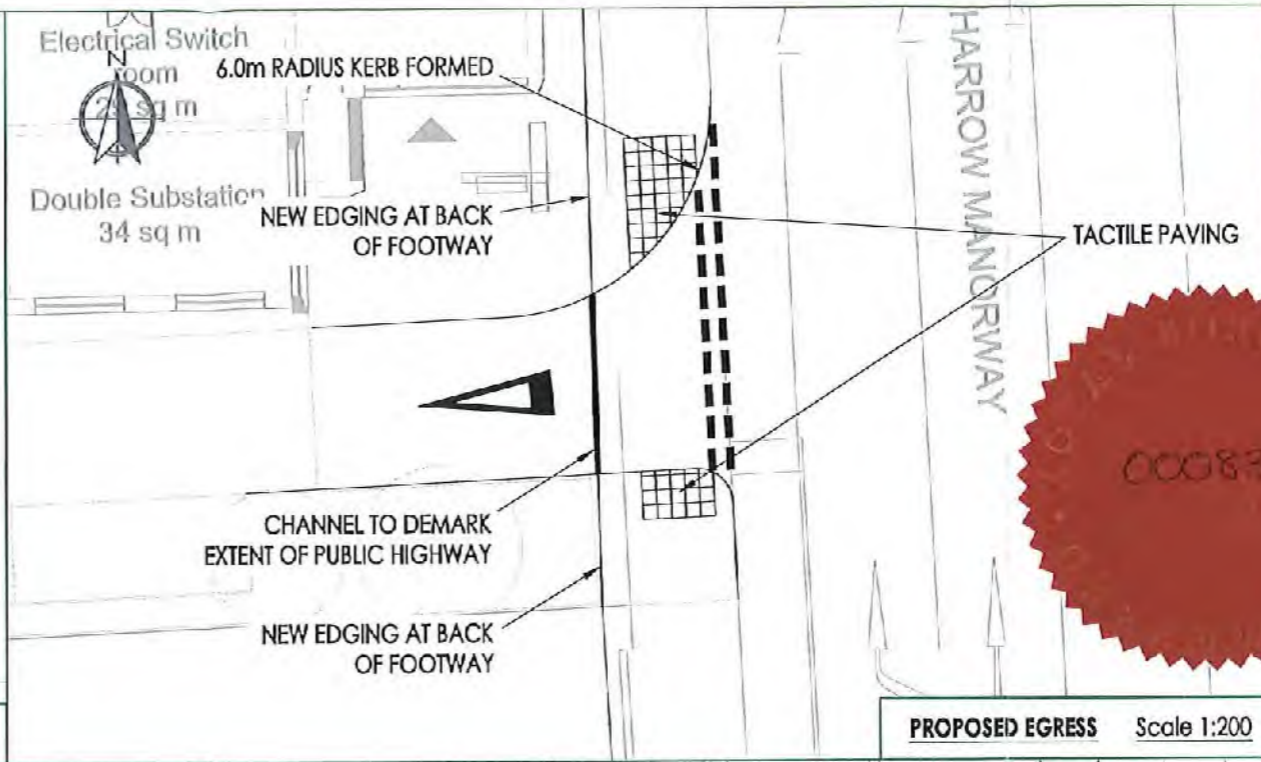
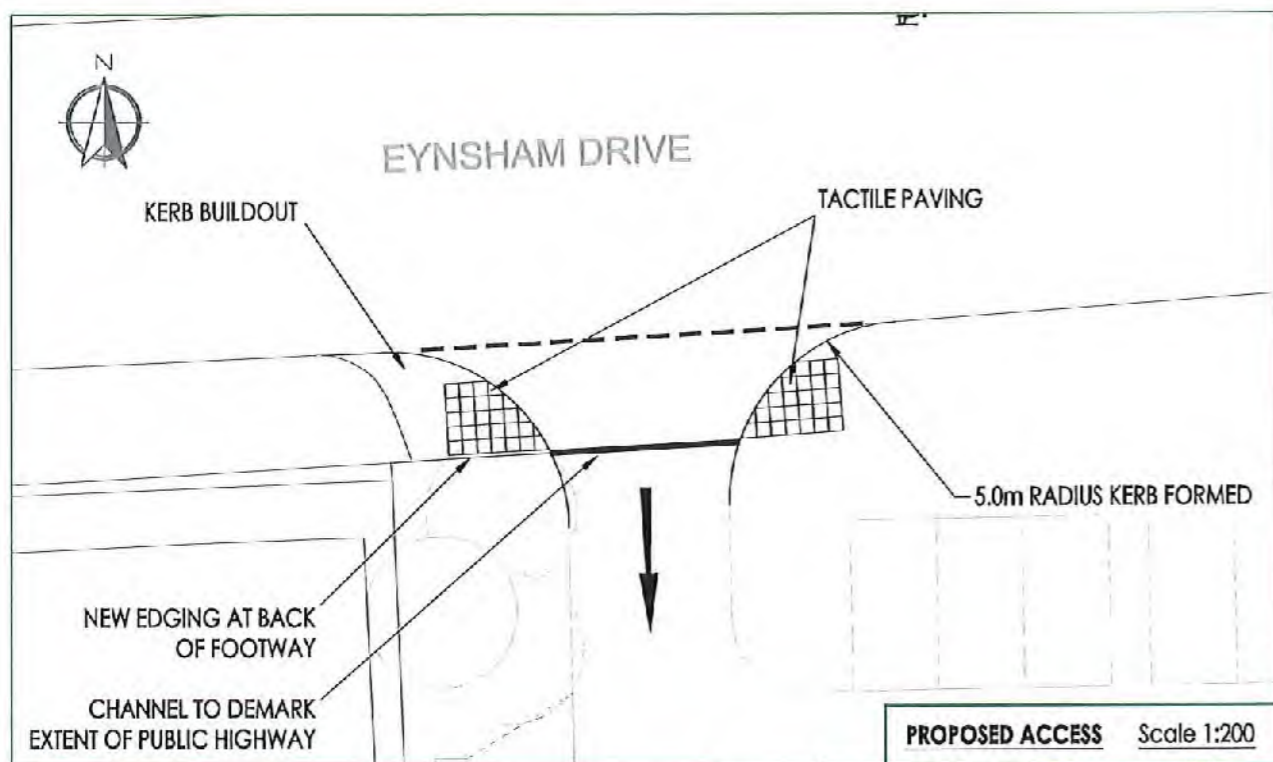
Drawing title
**Affordable Housing Plan
Twelfth to Sixteenth Floor**

Scale @ A1 size	Date
1:500	Apr '17

Drawing ID	Status & Revision
A2874 241	R1

Assael

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www.assael.co.uk



VISIBILITY SPLAY IN EXCESS OF 2.4 x 43 METRES FOR A VEHICLE EXITING THE SITE ONTO HARROW MANORWAY

NOTES

A3

-LEGEND-

- Extent of on-site works
- Assumed extent of public highway, following planned works to Harrow Manorway (completed by others)



Manfor
Mythos
Jack
Jim
Mick
John Finlay

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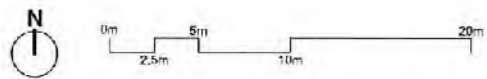
Transport Planning and Infrastructure Design Consultants
 Sheppard Sutherland, Mill Poo House, Mill Lane, Godalming, GU7 1EY
 Tel: 01483 861481 Fax: 01483 851682 www.rgp.co.uk

Client
Abbey Wood Property Ltd

Project
1A Eynsham Drive, Abbey Wood

Drawing Title
Proposed Highway Works

Scale	As Shown	Drawn By	DLH	Checked By	WIT	Approved By	CMB
Date	April 2019	Drawing No.	2017/3535/013	Rev.	A		



General notes
 All existing structures to be demolished must be removed prior to construction.
 All works must be carried out in accordance with the relevant Building Regulations.
 All dimensions are given in millimetres unless otherwise stated.
 This drawing is for information only and should not be used for construction without the explicit written agreement of the Assael Architects Ltd.
 Drawing notes

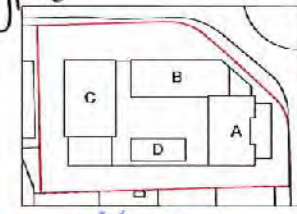
Electronic file reference
 A2874 Eynsham Drive Plans Working

Status	Revision	Date	Drawn	Checked	By
1	Draft issue to GVA	28/10/19	CS	JK	

Key
 Application boundary
 PDSA visitor parking spaces
 PDSA staff parking spaces
 PDSA cycle spaces

Purpose of information
 The purpose of the information on this drawing is for:
 Planning
 Information
 Comment
 Client approval
 Construction

All information on this drawing is not for construction unless it is marked for construction.



Client
Abbey Wood Property Ltd

Project title
Eynsham Drive Abbey Wood

Drawing title
PDSA Parking Plan

Scale 10 A4 size
1:200

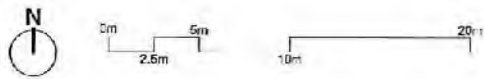
Date
Feb '17

Drawing No
A2874 237

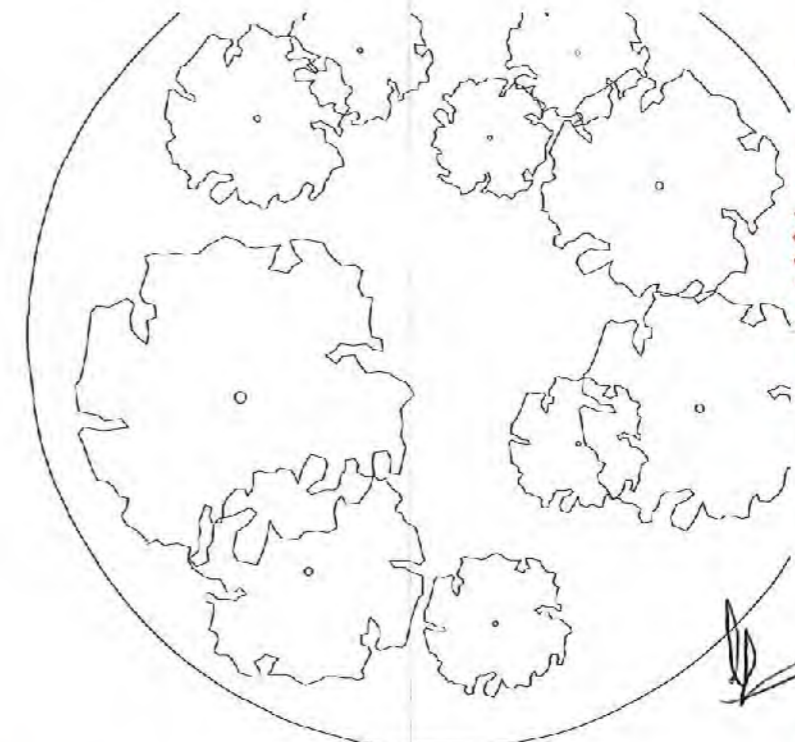
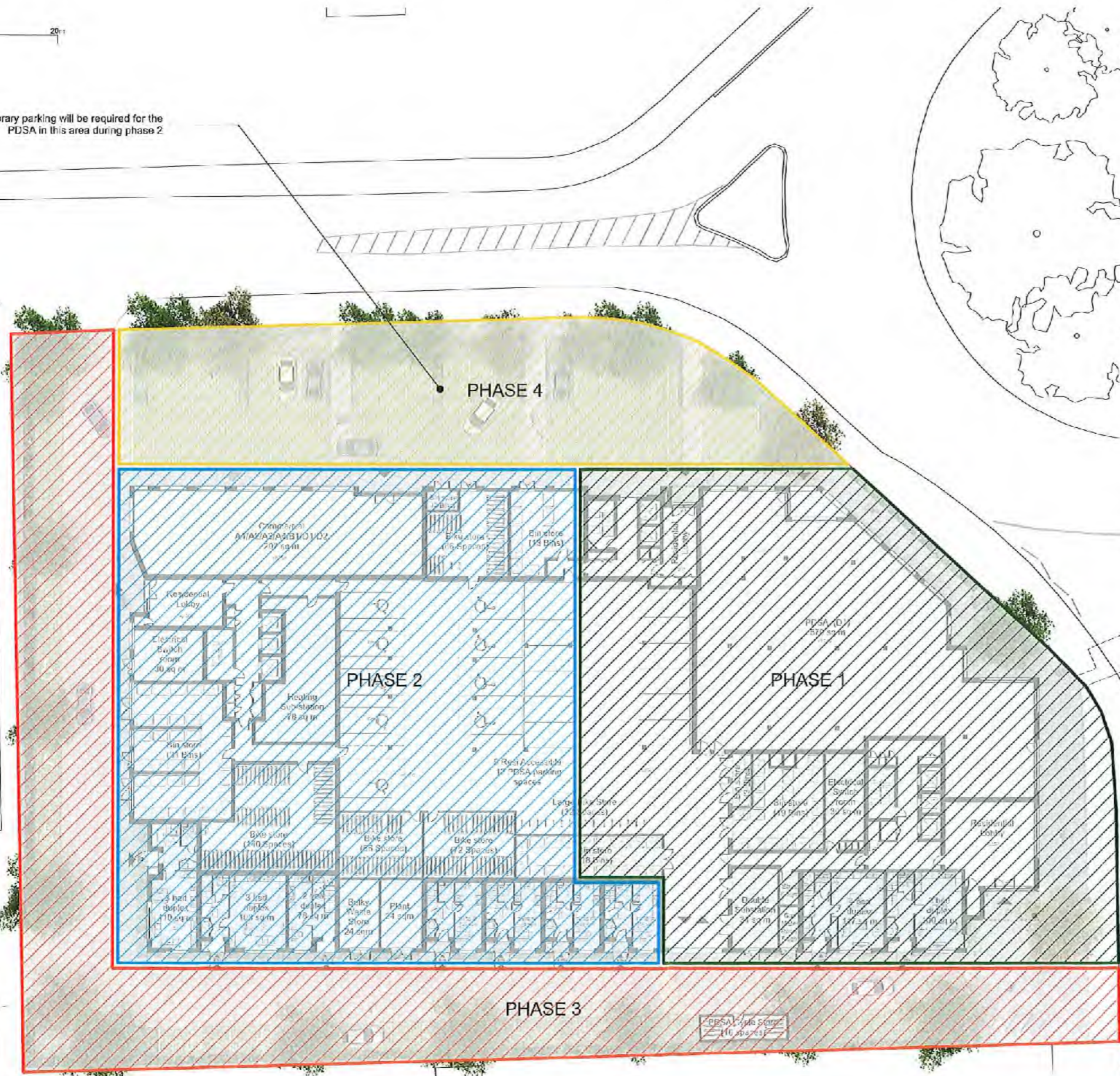
Status & Revision
R1

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*Temporary parking will be required for the PDSA in this area during phase 2



0002519

Drawings
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 Drawing notes

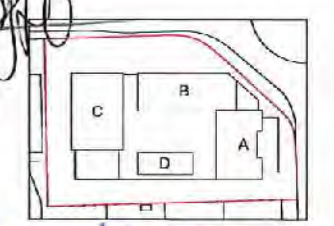
Electronic file reference
 A2874 Eynsham Drive Plans Working

Status	Revised	Date	DRN	CHK	CDM
02	Planning Approval	19/06/18	CS	PS	

- Construction Phase 1
- Construction Phase 2
- Construction Phase 3
- Construction Phase 4*

Purpose of information

The purpose of the information on this drawing is for:	Planning	Information	Construction
Information	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Client
Abbey Wood Property Ltd

Project title
Eynsham Drive Abbey Wood

Drawing title
Proposed Phasing Plan

Scale @ A1 size
1:200

Date
Feb '17

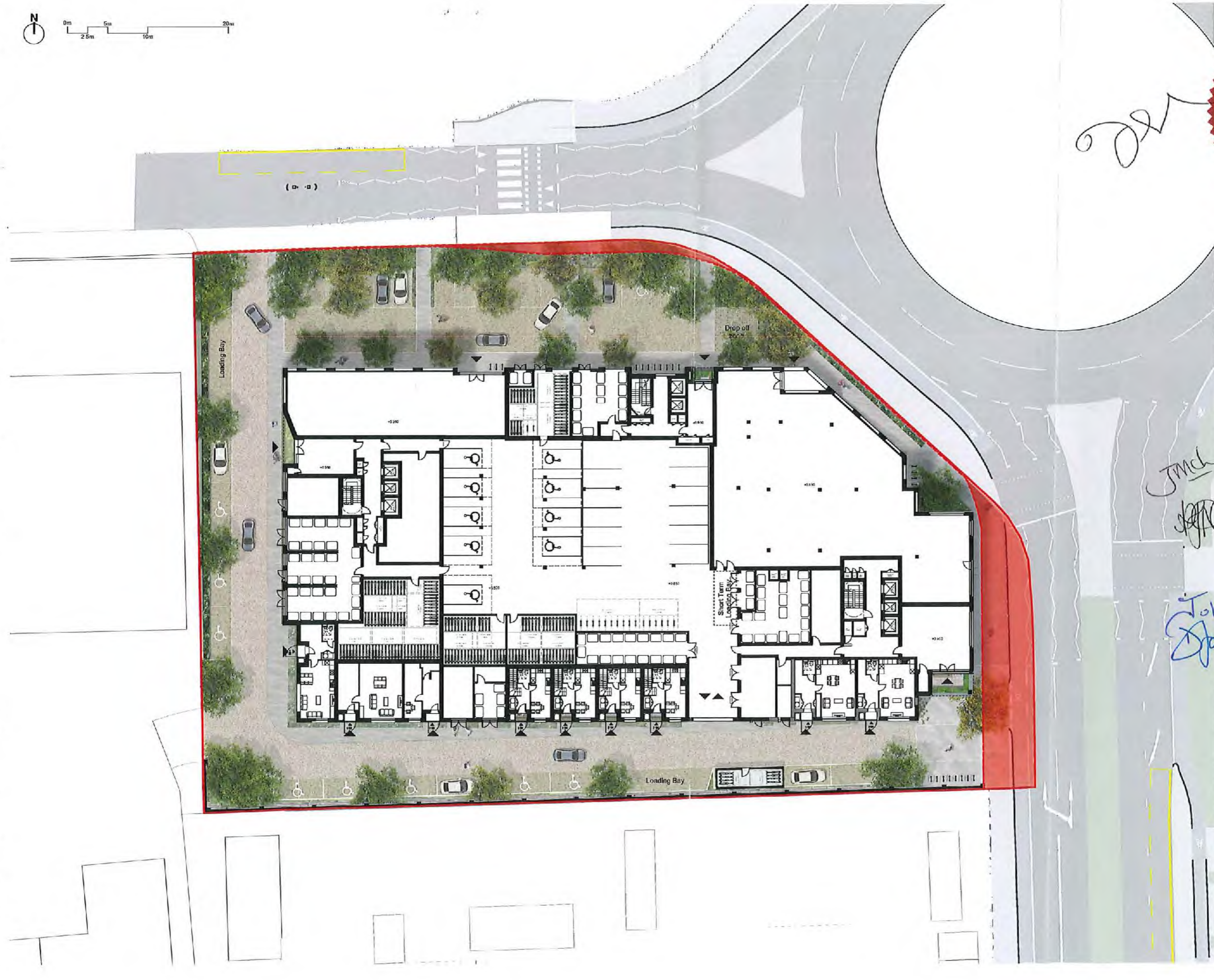
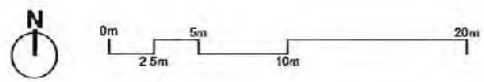
Drawing No
A2874 280

Status & Revision
R20

Assael

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 125 Kingsway, London SW18 2TL
 +44 (0)20 7736 7744
 info@assael.co.uk
 www.assael.co.uk

Handwritten signatures and initials: M. Prys, J.M.C., Jack, John, J.M.C.



General notes

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Drawing notes

Client's file reference

A2874 Eynsham Drive Plans Working

Status	Revision	Date	DRN	CHK	CDU
1	Draft issues to GVA	20/1/19	CS	FK	
2	Revised 100 issue	3/4/19	CS	FK	

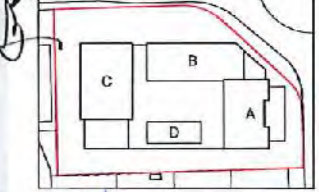
Handwritten signature: M. Any...

- KEY**
- Application boundary
 - Extent of highway works overlap within site boundary

Purpose of information

- The purpose of the information on this Planning Drawing is for:
- Information
 - Comment
 - Client approval
 - Construction

All information on this drawing is not for construction purposes and is not for use in any other way.



Handwritten signature: John Finlay

Client
Abbey Wood Property Ltd

Proposals
**Eynsham Drive
Abbey Wood**

Drawing title
**Harrow Manor Way
Highway Works Plan**

Scale @ A1 size Date
1:200 Feb '17

Drawing No. Status & Revision
A2874 238 R2

Assael

Assael Architects Limited
123 Upper Richmond Road
London SW15 2TL
Tel: +44 (0)20 7796 7794
Email: info@assael.co.uk
www.assael.co.uk

SCHEDULE 2

Draft Planning Permission

GREATER LONDON AUTHORITY
Development, Enterprise and Environment

Richard Quelch
Q Square Group Ltd
Kemp House
152-160 City Road
London
EC1V 2NX

GLA ref: GLA/4295/05
RBG application ref: 17/4080/F
Date: **DRAFT**

Dear Mr Quelch,

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

Eynsham Drive, Abbey Wood, Greenwich
GLA reference: GLA/4295
Royal Borough of Greenwich ref: 17/4080/F
Applicant: Abbey Wood Property Ltd

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):

“Demolition of existing car wash and pet hospital and the construction of a residential-led mixed-use development, including four buildings of between three and seventeen storeys, comprising 272 new homes, a replacement pet hospital facility, flexible commercial floorspace and associated car parking and landscaping.”

At: 1A & 1C Eynsham Drive, Abbey Wood, Greenwich

Subject to the following conditions and reasons for conditions:

1. Time limit

This development must be commenced within three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act, 2004.

2. Approved plans and documents

The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

Existing Drawings	Existing Plans
A2874 100 - R12 Existing Site Plan (Existing context)	A2874 001 - R12 Site Location Plan
A2874 101 - R12 Emerging Site Plan (Proposed context)	A2874 002 - R12 Site Location Plan - Emerging Context
A2874 102 - R12 Proposed Alterations Plan	
A2874 103 - R12 Existing Site - Ground Floor Plan	
A2874 104 - R12 Existing Site - Roof Plan	
A2874 130 - R12 Existing Sections	
A2874 140 - R12 Existing Elevations	
A2874 141 - R12 Existing Elevations	
Proposed drawings	
Site plans	
A2874 200 - R20 Proposed Plan - Ground Floor	A2874 209 - R20 Proposed Plan - Ninth Floor
A2874 200-1 - R20 Proposed Plan - Basement Floor	A2874 210 - R20 Proposed Plan - Tenth Floor
A2874 201 - R20 Proposed Plan - First Floor	A2874 211 - R20 Proposed Plan - Eleventh Floor
A2874 202 - R20 Proposed Plan - Second Floor	A2874 212 - R20 Proposed Plan - Twelfth Floor
A2874 203 - R20 Proposed Plan - Third Floor	A2874 213 - R20 Proposed Plan - Thirteenth Floor
A2874 204 - R20 Proposed Plan - Fourth Floor	A2874 214 - R20 Proposed Plan - Fourteenth Floor
A2874 205 - R20 Proposed Plan - Fifth Floor	A2874 215 - R20 Proposed Plan - Fifteenth Floor
A2874 206 - R20 Proposed Plan - Sixth Floor	A2874 216 - R20 Proposed Plan - Sixteenth Floor
A2874 207 - R20 Proposed Plan - Seventh Floor	A2874 217 - R20 Proposed Plan - Roof Plan

A2874 208 - R20 Proposed Plan - Eighth Floor	A2874 290 - R20 Proposed Plan - Phasing
2017/3535/013 Rev A – Proposed Highway Works	A2874 238 Rev R2– Harrow Manor Way Highway Works Plan
Proposed Sections	
A2874 300 - R20 Proposed Sectional Elevation 1	A2874 304 - R20 Proposed Sectional Elevation 5
A2874 301 - R20 Proposed Sectional Elevation 2	A2874 305 - R20 Proposed Sectional Elevation 6
A2874 302 - R20 Proposed Sectional Elevation 3	A2874 306 - R20 Proposed Sectional Elevation 7
A2874 303 - R20 Proposed Sectional Elevation 4	A2874 307 - R20 Proposed Sectional Elevation 8
Proposed Elevations	
A2874 400 - R20 Proposed North Elevation (Eynsham Drive)	A2874 402 - R20 Proposed South Elevation (Service Road)
A2874 401 - R20 Proposed East Elevation (Harrow Manorway)	A2874 403 - R20 Proposed West Elevation (Service Road)
Supporting documents	
R4 Design and Access Statement	Flood Risk Assessment
R1 Design and Access Statement Addendum	Land Contamination Report
A2874 700-712 - R20 Area schedule	Health Impact Statement
Cover letter	Air Quality Assessment
Planning application form and CIL form	Construction Management Plan
Design and Access Statement (including landscape and playspace strategy)	Acoustic Assessment
Transport Statement, Travel Plan, Delivery and Servicing Management Plan and Car Parking Management Plan	Daylight, Sunlight, Overshadowing Assessment

Energy Statement	Ecological Appraisal
Landscape and Townscape Visual Impact Assessment	Sustainability Statement
Wind Microclimate Assessment	Statement of Community Involvement
Planning Statement, including Affordable Housing Statement and Economic Statement	September 2018 Transport Assessment Addendum
Transport addendum letter dated 24 October	

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 Local Plan Policies and Policy 1.1 of the London Plan (2016).

3. Detailed drawings, external materials and balcony screens

Notwithstanding the details shown on the plans, hereby approved, prior to construction above ground level:

- (a) details and appropriate samples of the materials to be used for the external surfaces of the buildings and hard surfaced areas including details of change in elevational treatment shall have been submitted to and approved in writing by the Local Planning Authority; and
- (b) sample panels shall be constructed on site of building materials and hard surfacing, to be inspected and approved in writing by the Local Planning Authority.
- (c) details of the following features and elements of the scheme must be submitted to Local Planning Authority and approved by the Local Planning Authority in writing:
 - i) Brick bonding and brick and cladding detailing (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, screens, 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) Rainwater goods (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority).
 - v) 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).

The development shall be implemented in full accordance with the approved details prior to the first occupation of the relevant part / phase of development hereby approved.

Reason: To safeguard the character and visual amenities of the site and wider area and to ensure that the building is constructed in accordance with Policy DII1 of the Greenwich Local Plan and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan (2016).

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

4. Archaeology

a. No development other than demolition to existing ground level shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of geo/archaeological evaluation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing and a report on the evaluation results has been submitted to and approved by the local planning authority in writing.

b. Under Part A, the applicant (or their heirs and successors in title) shall implement a programme of geo/archaeological evaluation in accordance with a Written Scheme of Investigation.

c. No development other than demolition to existing ground level shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological mitigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing and a report on the results of that evaluation has been submitted to and approved by the local planning authority in writing.

d. Under Part A, the applicant (or their heirs and successors in title) shall implement a programme of archaeological mitigation in accordance with a Written Scheme of Investigation.

e. The development (or relevant part of development / phase) shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Parts (A and C), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: Heritage assets of archaeological interest may survive on the site. The planning authority wishes to secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF.

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

5. Demolition Method Statement

Notwithstanding the approved plans and documents, prior to the commencement of the development, a demolition method statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL and Crossrail. The method statement shall include details of the following:

- Works of demolition shall be carried out during normal working hours, i.e. 08:00 to 18:00 hours Monday to Friday, and 08:00 to 13:00 hours on Saturdays, with no

noisy working audible at the site boundary being permitted on Sundays or Bank Holidays.

- Haulage routes
- Likely noise levels to be generated from plant
- Details of any noise screening measures
- Proposals for monitoring noise and procedures to be put in place where agreed noise levels are exceeded
- Where works are likely to lead to vibration impacts on surrounding residential properties, proposals for monitoring vibration and procedures to be put in place if agreed vibration levels are exceeded. Note: it is expected that vibration over 1mm/s measured as a peak particle velocity would constitute unreasonable vibration.
- Likely dust levels to be generated and any screening measures to be employed
- Proposals for monitoring dust and controlling unacceptable releases
- Wheel washing facilities and facilities for discharging the water.
- Reference shall be made to:

The Councils' Construction Site Noise Code of Practice

http://www.royalgreenwich.gov.uk/downloads/417/pollution_control_-_construction_information_and_advice

The Mayor of London's 'The control of dust and emissions from construction and demolition' Best Practice Guidance

http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp and

BRE four-part Pollution Control Guides 'Controlling particles and noise pollution from construction sites'.

Reason: In the interests of the amenities of neighbouring properties and to ensure compliance with Policies E(a) and E(b) of The Royal Borough of Greenwich Local Plan and London Plan Policies 7.14, 7.15 and 6.3.

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

6. Construction Method Statement

Notwithstanding the approved plans and drawings, prior to construction works commencing; a Construction Method Statement shall be submitted to and approved in writing by the Local Planning Authority for a management scheme to control and minimise emissions of air pollutants attributable to the construction of the development. This should include a risk assessment and a method statement in accordance with the control of dust and emissions from Construction and Demolition Best Practice Guidance published by the Greater London Authority:

- Works of construction shall be carried out during normal working hours, i.e. 08:00 to 18:00 hours Monday to Friday, and 08:00 to 13:00 hours on Saturdays, with no noisy working audible at the site boundary being permitted on Sundays or Bank Holidays.
- Haulage routes
- Likely noise levels to be generated from plant
- Details of any noise screening measures
- Proposals for monitoring noise and procedures to be put in place where agreed noise levels are exceeded
- Where works are likely to lead to vibration impacts on surrounding residential properties, proposals for monitoring vibration and procedures to be put in place if

agreed vibration levels are exceeded. Note: it is expected that vibration over 1mm/s measured as a peak particle velocity would constitute unreasonable vibration. Proposals for monitoring dust / particulates and procedures to be put in place where agreed dust / particulates levels are exceeded;

- A dust risk assessment shall be undertaken; to include dust suppression methods to be used including details of equipment during the different stages of the development;
- Site plan identifying location of site entrance, exit, wheel washing, hard standing hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- Confirmation if a mobile crusher will be used on site and if so, a copy of the permit and indented dates of operation;
- Bonfire policy;
- A demolition asbestos survey;
- Proposals for monitoring dust and preventing or controlling unacceptable releases, including asbestos;
- Wheel washing facilities, location and facilities for discharging the water.
- Reference shall be made to:
 - The Councils' Construction Site Noise Code of Practice http://www.royalgreenwich.gov.uk/downloads/417/pollution_control_construction_information_and_advice
 - BRE four part Pollution Control Guides 'Controlling particles and noise pollution from construction sites'.

Reason: In the interests of the amenities of neighbouring properties and to ensure compliance with Policies E(a) and E(b) of The Royal Borough of Greenwich Local Plan and London Plan Policies 7.14, 7.15 and 6.3.

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

7. Construction Logistics Plans

Prior to the commencement of development hereby approved, a Construction Logistics Plan (CLP) shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with Transport for London. The CLP shall include (but not be limited to) details of the access route for vehicles involved in construction of the expected number of construction vehicles generated by the site and the impact upon the highway network. The applicant shall seek prior approval from TfL before submitting the CLP pursuant to this condition. The development shall in all respects be implemented in accordance with the details approved pursuant to this condition.

Reason: In the interests of the amenities of neighbouring properties and pedestrian and highway safety and to ensure compliance with Policies 7.14, 7.15 and 6.3 of the London Plan and Policies E(a), E(b) and IM(a) of the Greenwich Local Plan: Core Strategy.

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

8. Construction Travel Plan

Prior to the commencement of development, a detailed site specific Demolition /Construction Travel Plan incorporating measures to promote and maximise the use of sustainable travel (including public transport, walking and cycling) and monitoring arrangements for the construction of the development shall be submitted to, and approved by, the Local Planning Authority. The Travel Plan shall in all respects be implemented in accordance with the details approved pursuant to this condition.

Reason: In order to promote sustainable travel and ensure compliance with Policies 6.3 and 7.14 of the London Plan (March 2015) and Policy IM4 of the Greenwich Local Plan.

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

9. Cranes

Prior to the commencement of demolition/construction of the relevant part of the development, a construction methodology statement and details of the use of cranes in relation to the location, maximum operating height and duration shall be submitted to and approved in writing by, the Local Planning Authority (in consultation with London City Airport). The development shall be implemented in strict accordance with the approved details.

Reason: In order to safeguard the general amenities of the local area, in the interests of aviation safety and to ensure compliance with Policy 7.13 of the London Plan. In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policies IM3, IM4, IM(a) and E1 of the of the Greenwich Local Plan.

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

10. London City Airport's OLS

No building or structure forming part of the permanent development will exceed London City Airport's Obstacle Limitation Surfaces (OLS). In the event that during construction, cranga or scaffolding is required at a higher elevation than that of the planned development, then their use must be subject to separate consultation under the Condition above.

Reason: In the interests of aviation safety and to ensure compliance with Policy 7.13 of the London Plan.

11. Land contamination

Before the development hereby permitted commences:

- (a) A contaminated land Phase 1 desk study report shall be submitted to, and approved in writing by the Local Planning Authority. Should the Phase 1 report, recommend that a Phase 2 site investigation is required, then this shall be carried out and submitted to, and approved in writing by the Local Planning Authority. The site shall be investigated by a competent person to identify the extent and nature of contamination. The report should include a tiered risk assessment of the

contamination based on the proposed end use of the site. Additional investigation may be required where it is deemed necessary.

- (b) If required a scheme for decontamination of the site shall be submitted to the Local Planning Authority, for written approval. The scheme shall account for any comments by the Local Planning Authority before the relevant part / phase of development hereby permitted is first occupied.

During the course of the development:

- (c) The Local Planning Authority shall be notified immediately if additional contamination is discovered during the course of the development. A competent person shall assess the additional contamination, and shall submit appropriate amendments to the scheme for decontamination in writing to the Local Planning Authority for approval before any work on that aspect of the development continues.

Before the relevant part / phase of development is first brought into use:

- (d) The agreed scheme for decontamination referred to in clauses b) and c) above, including amendments, shall be fully implemented and a written validation (closure) report submitted to the Local Planning Authority for approval

Reason: For the protection of Controlled Waters and to ensure the site is deemed suitable for use, in Policies (E) of the Greenwich Local Plan and London Plan Policies 5.21 and 5.22 Hazardous substances.

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

12. Building and Site Management

Prior to the first occupation of the relevant part of development / phase a Management Strategy for the building and site shall be submitted to and approved in writing by the Local Planning Authority.

The strategy should include:

- Details of security measures including location of security/concierge office, location and details of CCTV;
- Details regarding the receipt, management and distribution of post, parcels, supermarket and other deliveries to the residential units
- Different controlled areas of the development and details of those who will have access to each of the identified zones;
- Points of access and how access will be controlled;
- Confirmation of disabled access arrangements;
- Refuse and Recycling Storage and Collection (Operational Waste Management Strategy retail and residential); and
- Measures and procedures to prevent and deal with antisocial behaviour and crime.

The site shall be 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: In the interests of the proper maintenance, safety and security of the site and to ensure that the quality of the public realm is appropriately safeguarded and that that access is maintained for disabled people and people with pushchairs, in accordance with policies 3.1, 3.8, 3.16, 7.2, 7.3, 7.5 and 7.8 of the adopted London Plan (2016) and Greenwich Local Plan policies.

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

13. Final Drainage Design

- (a) Prior to commencement of works (excluding site investigations and demolition), the applicant must submit a drainage strategy to the Lead Local Flood Authority for review and approval, aligned with the June 2018 Revised Surface Water Drainage Strategy and associated drawings.
- (b) A final drainage design strategy, including drawings and supporting calculations shall be submitted to the Lead Local Flood Authority for approval prior to works above slab level commencing. Evidence must also be included to demonstrate that the offsite surface water sewers are suitable to receive the runoff.
- (c) Prior to occupation of the relevant phase of the development, a detailed management plan confirming routine maintenance tasks for all drainage components, including the green / blue roofs, permeable paving and attenuation tank, must be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development.

Reason: To prevent the risk of flooding to and from the site in accordance with relevant policy requirements including but not limited to London Plan Policy 5.13, its associated Sustainable Design and Construction SPG, the Non-Statutory Technical Standards for Sustainable Drainage Systems and Greenwich Local Plan Policy IM1.

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

14. Implementation of drainage design

The development or relevant part / phase of development hereby permitted shall be occupied until evidence (photographs and installation contracts) is submitted to demonstrate that the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan for all of the proposed drainage components.

Reason: To comply with the Non-Statutory Technical Standards for Sustainable Drainage Systems, the National Planning Policy Framework (Paragraph 103), the London Plan (Policies 5.12 and 5.13) along with associated guidance to these policies and Greenwich Local Plan Policy IM1.

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

15. 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 in consultation with TfL, prior to works above ground level for the development or relevant part of development / 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 spec 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.

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

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 London Plan Policies 7.3, 7.4, 7.5 and Greenwich Local Plan Policies H(e), E(f) and OS(f).

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

16. Cycle parking

Details of the secure/enclosed cycle parking spaces, totalling 550 for the residential units, visitors' spaces and spaces for the commercial/retail tenants, including their location and type of storage, shall be submitted to and approved, in writing, by the Local Planning Authority. The approved measures shall be installed prior to occupation of the relevant part / phase of the development, and maintained permanently thereafter unless otherwise approved, in writing, by the Local Planning Authority.

Reason: To ensure satisfactory provision of cycle storage facilities, in accordance with Policies IM4, IM(b) and IM(c) of the Greenwich Local Plan and Policy 6.9 of the London Plan.

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

17. Noise fixed plant

Any fixed external plant shall be designed and installed to ensure that noise emanating from such plant is at least 10dB below the background noise levels when measured from the nearest sensitive receptors. All plant shall be installed in accordance with the approved plans. No further fans, louvres, ducts or other external plant shall be installed without the written prior approval of the Local Planning Authority.

Reason: to protect the amenities of existing and future residents and ensure that the development provides a high-quality design in accordance with Policies E(a) and E(b) of the Greenwich Local Plan and Policy 3.5 of the London Plan.

18. Noise, vibration and – internal residential environment

Prior to the commencement of development above ground floor slab level (unless otherwise stated), details of the built fabric and ventilation strategy within the scheme to ensure:

- A. the approved residential units are insulated against external noise which achieves internal noise levels which do not exceed the guidelines values contained in table 4 of BS 8233:2014;
- B. prior to occupation, the approved residential units are insulated by noise insulation measures of the A1- A3, B1 and D1 uses to provide effective resistance to the transmission of airborne and impact sound horizontally and/or vertically between those uses; and
- C. that future occupiers of the residential units are protected from poor air quality;

shall be submitted to and approved, in writing, by the Local Planning Authority. The approved measures shall be installed prior to the occupation of the relevant residential units and thereafter retained.

Reason: To protect the amenities and health of the occupiers of the building(s), in accordance with Policies E(a) and E(b) of the Greenwich Local Plan and London Plan Policies 7.14 and 7.15.

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

19. Sound Insulation for D1/D2 Premises

- a. Prior to the occupation of the relevant commercial units hereby permitted, details of the proposed sound insulation scheme to be implemented between the development and the adjoining premises shall be submitted to and approved by the Local Planning Authority.
- b. The sound insulation scheme shall be designed to ensure that noise from within the building does not cause a disturbance to surrounding occupiers. The noise

measured at the boundary of the site should not exceed 10dB(A) below the typical LA90 1Hour day or LA90 5 min night. Details should include airborne sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the relevant commercial unit and shall be permanently maintained thereafter.

Reason: In order to safeguard the amenities of neighbouring properties and the area generally, and to ensure compliance with Policies 3.5 and 7.15 of the London Plan and Policies DH1 and F(a) of the Greenwich Local Plan.

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

20. External lighting and security

Notwithstanding the plans hereby approved, details of:

- CCTV;
- General external lighting;
- Security lighting;
- Access control measures for residential core entrances;
- Secured by Design accreditation measures and counter terrorism measures;

on or around the buildings or within the public realm in the development shall be submitted to and approved in writing by the Local Planning Authority and installed within 3 months of the completion of each relevant part of the development. The details shall include the location and full specification of all lamps; light levels/spill; illumination; cameras (including view paths); and support structures. The details will also include an assessment of the impact of any such lighting on the surrounding residential environment.

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

Reason: To safeguard the security of the development and to ensure that any resulting general or security lighting and CCTV are appropriately located, designed to not adversely impact on neighbouring residential amenity or ecology, and are appropriate to the overall design of the development in accordance with Policies DH1 and DH(b) of the Greenwich Local Plan and policies 7.3, 7.4, 7.6 and 7.19 of the London Plan.

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.

21. Sustainability standards for non-residential uses

The development shall achieve an 'Excellent' rating under BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) for the Shell/Shell and Core stage and an 'Excellent' rating under BREEAM Refurbishment and Fit-out 2014.

- A. Within 6 months of work starting on site, unless otherwise agreed in writing, a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Shell and Core Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE), must be submitted, by the developer, and approved

in writing by the Local Planning Authority to show that a minimum 'Excellent' rating will be achieved.

- B. Within 3 months of first occupation of the relevant part of the phase / development, unless otherwise agreed in writing, a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Shell and Core Final (Post-Construction) Certificate, issued by the BRE, must be submitted, by the developer, and approved in writing by the Local Planning Authority to demonstrate that an 'Excellent' rating has been achieved. All the measures integrated shall be retained for as long as the development is in existence.
- C. Prior to commencement of the fit-out of the relevant part of the phase / development, unless otherwise agreed in writing, a BREEAM Refurbishment and Fit-out 2014 Parts 3 and 4 Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE), must be submitted, by the fit-out contractor, and approved in writing by the Local Planning Authority to show that a minimum 'Excellent' rating will be achieved.
- D. Within 3 months of first occupation of the relevant part of the development / phase, unless otherwise agreed in writing, a BREEAM Refurbishment and Fit-out 2014 Parts 3 and 4 Final (Post-Construction) Certificate, issued by the BRE, must be submitted, by the fit-out contractor, and approved in writing by the Local Planning Authority to demonstrate that an 'Excellent' rating has been achieved. All the measures integrated shall be retained for as long as the development is in existence.

Reason: In the interests of sustainable development and in accordance with London Plan Policies 5.2-5.7 and Greenwich Local Plan Policies DII1 and II5.

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.

22. Compliance with energy strategy

The development shall be built in accordance with the Energy Strategy approved by the Local Planning Authority, 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 of the relevant part of development / phase, 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 unless otherwise agreed by the Local Planning Authority in writing.

Reason: In the interests of sustainable development and in accordance with London Plan Policies 5.2-5.7, and Greenwich Local Plan Policy E1.

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. Accessible and adaptable dwellings

A minimum of 10% of all dwellings shall be built to requirement M4(3) wheelchair user dwellings contained within Part M volume 1 of the Building Regulations, as identified on the plans approved under condition 2. All other dwellings shall be built to requirement M4(2) accessible and adaptable dwellings contained within Part M volume 1 of the Building Regulations. The applicant must fit out the dwellings such as to gain Greenwich Housing Occupational Therapist approval, prior to the first occupation of the units within the relevant part of development / phase. The wheelchair adaptable dwellings shall be marketed as such for a period of eight months. After that period evidence of such marketing shall be submitted to and approved by the Local Planning Authority in consultation with the Council's Housing Occupational Therapist prior to first occupation of the dwellings identified above.

Reason: To ensure a socially inclusive and sustainable development in accordance with Greenwich Local Plan Policy H5 and Policies 3.8 and 7.2 of the London Plan.

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. Wind Mitigation

The mitigation measures identified in the 'Wind and Microclimate Analysis' by XCO2 dated December 2017 shall be implemented in full prior to the first occupation of the relevant part / phase of the development.

Reason: To ensure a high quality outdoor public space around the site and ensure compliance with Policy D11 of the Greenwich Local Plan and London Plan Policy 7.7.

25. Air Quality

Prior to works above ground floor slab level of the relevant part / phase of development the applicant must provide detailed plans of the proposed Mechanical Ventilation with Heat Recovery system, for the approval of the local planning authority. Development shall not commence until the plans have been approved, in writing, by the local planning authority. The details must demonstrate that:

- the air quality at the location of the air intakes is predicted to be within legal limits,
- the overall efficiency of the system at least meets the details set out in the energy strategy, and
- the proposed system will provide sufficient ventilation air for all habitable rooms, the nursery and other publicly accessible areas.

Reason: To ensure that the development meets the requirements of London Plan Policies 7.14 (Air Quality), Policy 5.2 (Minimising Carbon Dioxide Emissions) and Policies E1, E(a) and E(b) of the Greenwich Local Plan.

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

26. Air Quality CHP

Prior to the occupation of the relevant part / phase of development the applicant must provide details of tests undertaken on the installed boiler and CHP systems for the approval of the local planning authority. The tests must demonstrate that the installed boiler and CHP systems meet, or exceed, the emissions rates and other parameters set out in the environmental statement.

The development shall not be occupied until these details have been approved, in writing, by the local planning authority.

Reason: To ensure that the development is undertaken in accordance with the application details provided and meets the requirements of London Plan Policy 7.14 (Air Quality) and policies H.5, E(a) and E(c) of the Greenwich Local Plan.

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

27. Air quality assessment - Domestic Boilers Condition

Prior to first occupation of the relevant part / phase of development the applicant shall provide in writing for the approval of the Local Planning Authority, details of all proposed domestic boilers demonstrating that the rated emissions of Oxides of Nitrogen (NO_x) do not exceed 'air quality neutral' standards as per London Plan policy 7.14 'Improving air quality' or better.

Reason: In order to safeguard the residential amenity of prospective occupiers and ensure compliance with Policies 5.3; and 7.14 Improving Air Quality of the London Plan; and Policies H.5, E(a) and E(c) of the Greenwich Local Plan.

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

28. Non Road Mobile Machinery

All Non Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall meet at least Stage IIIA of EU Directive 97/68/EC (as amended) if in use before 1 September 2020 or Stage IIIB of the directive if in use on 1 September 2020 or later.

If NRMM meeting the relevant Stage in paragraph 1 above is not available, the requirement may be met using the following techniques:

- Reorganisation of NRMM fleet;
- Replacing equipment (with new or second hand equipment which meets the policy);
- Retrofit abatement technologies;
- Re-engining,

subject to the local planning authority's prior written consent.

If NRMM meeting these requirements is not available every effort should be made to use the least polluting equipment available including retrofitting technologies to reduce

particulate emissions which shall be subject to the local planning authority's prior written consent. Otherwise, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority.

The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>

Reason: To protect local amenity and air quality in accordance with London Plan policies 5.3 and 7.14 and Greenwich Local Plan Policy E1.

29. Ecological assessment

Prior to demolition and commencement of development, an ecological assessment including a Habitat Management Plan detailing all features of ecological value on the site and setting out measures for their protection during construction works. Any mitigation measures identified therein shall be implemented in accordance with the approved details associated with the relevant part of the development. The Habitat Management Plan shall be submitted to and approved, in writing, by the local planning authority prior to occupation of the relevant part / phase of development and thereafter permanently maintained unless otherwise agreed in writing with the local planning authority.

Reason: In the interests of ecology and habitat preservation and enhancement, in accordance with London Plan Policy 7.19 and Greenwich Local Plan Policy OS4.

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

30. Open space and landscaping management and maintenance plan

An open space and landscaping management plan, setting out a maintenance schedule for all landscaped areas (public and private) shall be submitted to the Local Planning Authority for approval prior to occupation of the relevant part / phase of development. The landscaping shall be maintained in accordance with the details approved by the Local Planning Authority.

Reason: In the interests of local amenity and visual appearance, and in accordance with Policy DII1 of the Greenwich Local Plan.

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

31. Piling

No piling work shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, 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 Local Planning Authority in consultation with Thames Water and the Environment Agency. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

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. Water efficiency measures

Prior to first occupation of the relevant part / phase of development evidence (schedule of fittings and manufacturer's literature) should be submitted to the Local Planning Authority and approved in writing to show that the development has been constructed in accordance with the approved internal water use calculations.

Reason: In the interests of sustainable development and in accordance with London Plan Policies 5.3 and 5.15 and Greenwich Local Plan Policy DH1.

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

33. Water supply and wastewater capacity

Development shall not commence above ground floor slab level until impact studies of the existing water supply infrastructure have been submitted to and approved, in writing, by the local planning authority in consultation with Thames Water. The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason:

To ensure that the water supply infrastructure has sufficient capacity to accommodate the additional demand in accordance with Greenwich Local Plan DH1, London Plan Policies 5.13, 5.14, 5.15 and to ensure accordance with the Flood and Water Management Act 2010.

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

34. Sourcing of materials

The relevant part / phase of development shall not be occupied until evidence (e.g. photographs and copies of installation contracts) have been submitted to the Local Planning Authority to demonstrate that the development has been carried out in accordance with the approved sustainable sourcing of materials standards.

Reason:

In order to ensure the sustainable sourcing of materials in accordance with the London Plan Policy 5.3 and the Sustainable Design and Construction SPG.

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

35. Fire strategy

Prior to commencement of works above slab level the Fire Statement approved by the London Fire Brigade shall be submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:

- 1) The building's construction: methods, products and materials used;
- 2) The means of escape for all building users: stair cores, escape for building users who are disabled or require level access, and the associated management plan approach;
- 3) Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these; and
- 4) How provision will be made within the site to enable fire appliances to gain access to the building.

Reason: To ensure that development achieves the highest standards of fire safety, reducing risk to life, minimising the risk of fire spread, and providing suitable and convenient means of escape which all building users can have confidence in.

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

36. Opening hours

All ground floor commercial uses hereby approved shall not operate between 23:00 hours and 07:00 hours the following day (with the exception of the pet hospital use that can operate outside these times for emergency care), unless otherwise approved, in writing, by the Local Planning Authority.

Reason: To safeguard the amenities of neighbouring residents and future residents of the development, in accordance with Policy DH(b) of the Greenwich Local Plan.

37. Ventilation (A1-A3 uses)

Details of external ventilation equipment, including ducting, shall be submitted to the Local Planning Authority for approval prior to commencement of above ground works, and shall be installed in accordance with those details approved by the Local Planning Authority for the relevant part / phase of development.

Reason: In the interests of local amenity and visual appearance, and in accordance with Policy DH1 and E(c) of the Greenwich Local Plan.

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

38. Delivery and servicing plan

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

- A. Deliveries and collections (both commercial and residential);
- B. Servicing trips (including maintenance);
- C. Details for management and receipt if deliveries for the residential properties;

- D. Cleaning and waste removal, including arrangements for refuse collection; and
- E. Monitoring and review of operations.

The DSP shall be implemented in relation to the relevant part / phase of development which is occupied and shall remain in place unless otherwise agreed in writing.

Reason: To ensure that the impacts of delivery and servicing on the local highway network and general amenity of the area are satisfactorily mitigated in accordance with Policy DH(b) of the Greenwich Local Plan and London Plan Policy 6.14.

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

39. Car park management plan

Prior to the first use of the undercroft and surface car parking, a Car Park Management Plan should be submitted to, and approved in writing by the Local Planning Authority, and must include at least the following details:

- A. Details of the layout.
- B. The proposed allocation of and arrangements for the management of parking spaces including disabled parking bays serving the residential development and the provision of two car club bays.
- C. Details of measures to ensure that the PDSA pet hospital parking spaces are managed so as to ensure that only staff and visitors to the hospital are able to use the spaces.
- D. 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.
- E. Details of the controls of means of entry to the car park, and a proactive regime of car lift maintenance.
- F. The safety and security measures to be incorporated within the development to ensure the safety of car/cycle parking areas; and

The car 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: to ensure inclusive, safe and adequate parking is provided and retained in conjunction with the development in the interests of the general amenities of the locality, the flow of traffic and conditions of pedestrian and general highway safety within the site and on neighbouring highways, a sustainable development and where appropriate constrain local highway impact in accordance with policies 6.3, 6.9 and 6.13 of the London Plan and Policies IM(c), IM3 and E1 of the Greenwich Local Plan.

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. Rooftop TV equipment details

A scheme for the provision of communal/centralised satellite and television reception equipment to be installed on the roof of all buildings hereby permitted shall be submitted to

and approved in writing by the Local Planning Authority prior to the development proceeding above ground floor slab level of each building. The development shall be implemented in accordance with the approved scheme and the equipment shall thereafter be retained and made available for use by all occupiers of the development.

Reason: To ensure that the development makes appropriate provision for such equipment, so as to not impact adversely on the character of the area and architectural quality of the buildings, in accordance with London Plan policies 7.4, 7.6 and 7.7 and Greenwich Local Plan Policy DH1.

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.

41. Restriction of rooftop plant and equipment

No water tanks, plant, lift rooms or other structures, other than those shown on the approved drawings, shall be erected upon the roofs of the approved buildings without the written approval of the local planning authority.

Reason: In the interests of the appearance of the buildings and to safeguard the appearance of the area, in accordance with London Plan policies 7.4, 7.6 and 7.7 and Greenwich Local Plan Policy DH1.

42. Operational waste management and recycling strategy

Notwithstanding the approved drawings, a waste and recycling strategy for the development shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling strategy shall be implemented as approved, unless otherwise agreed in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details, made available for use prior to the first occupation of the relevant part / phase of development, and managed and operated in accordance with the approved strategy for the lifetime of the development.

Reason:

To ensure adequate refuse storage is provided on site and can be readily collected, to accord with Greenwich Local Plan Policy DH1.

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.

43. Retention of scheme architects

The existing architects or other such architects as approved in writing by the Local Authority, acting reasonably, shall undertake the detailed design of the project.

Reason: In order to retain the design quality of the development in the interest of the visual amenity of the area, in accordance with London Plan policies 7.4, 7.6 and 7.7 and Greenwich Local Plan Policy DH1.

44. Restriction on change of ground floor use

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and reenacting that Order) the ground floor commercial spaces shall not be converted to residential use.

Reason: In order to safeguard the amenities of future residents of the development and to ensure the development provides a sufficiently active frontage at ground floor level, and ensure compliance with Policy 7.1 of the London Plan and Policy H5 of the Greenwich Local Plan.

45. Retail restrictions

Full details, including but not limited to the nature of use, hours of operation, plan of management if required of the retail/commercial units and use class (i.e. Use Classes A1, A2, A3, A4, and D2) shall be submitted to, and approved by, the Local Planning Authority prior to the occupation of the relevant part of the development.

Reason: In order to safeguard the vitality and viability of town centres, to provide a mix of sustainable retail uses and to safeguard the amenities of neighbouring properties, particularly residential properties and the area generally and to ensure compliance with Policies 4.7 and 4.8 of the London Plan and Policy TC1 of the Greenwich Local Plan.

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

46. Restriction on D1 use

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and reenacting that Order) the flexible commercial floorspace hereby permitted shall not be used as a place of worship.

Reason: In order to prevent adverse impacts upon the local road network and to safeguard the amenities of future residents of the development, and ensure compliance with Policy 6.12 of the London Plan and Policy H5 of the Greenwich Local Plan.

47. Plaque

Prior to first occupation of the development, details of a plaque to be situated within the site that makes reference to historic importance of Lesnes Abbey shall be submitted to and approved in writing by the Local Planning Authority in conjunction with Historic England. The plaque shall be located in an area of the development accessible from the public realm. The development shall be carried out in accordance with the approved details and retained for the lifetime of the development.

Reason: To promote and assist in better revealing the historical significance of the nearby heritage asset in accordance with policy 7.8 of the London Plan 2016 and DII3 of the Greenwich Local Plan.

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

48. Flood risk

The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA).

Reason: To reduce the risk of flooding to the proposed development and future occupants. To ensure suitable flood risk vulnerability and flood zone 'compatibility' as defined within the NPPF. To ensure appropriate measures are taken during a flood event. To minimise

risks the risk of flooding to users of the building and comply with Policy 5.12 of the London Plan and E2 of the Greenwich Local Plan.

49. Vehicular Access

The relevant part / phase of development hereby approved shall not be occupied until the vehicular access at Eynsham Drive, Harrow Manor Way has been constructed in full accordance with the approved plans and drawings.

Reason: In order to safeguard the safety and amenity of users of surrounding roads and footways, to ensure the satisfactory provision of parking for wheelchair users and to ensure compliance with Policy 6.3 of the London Plan and Policies DH1 and IM(c) of the Greenwich Local Plan.

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: RBG 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 naming-numbering@royalgreenwich.gov.uk or by phone on 020 8921 5488.

INFORMATIVE 4: 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 5: 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 6: London Fire Brigade

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

INFORMATIVE 7: 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 8: 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 9: 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:

- Condition 3 – Detailed drawings, external materials and balcony screens
- Condition 5 – Demolition Method Statement
- Condition 7 - Construction Logistics Plans
- Condition 8 - Construction Travel Plan
- Condition 9 - Cranes
- Condition 13 - Final Drainage Design
- Condition 15 - Landscaping, public realm, play space and boundary treatments
- Condition 25 - Air Quality
- Condition 29 - Ecological assessment
- Condition 35 - Fire strategy

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/4295/03. 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

John Finlayson
Head of Development Management

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.

DRAFT

SCHEDULE 3

Affordable Housing

PART 1

1. NOTIFICATION

- 1.1 The Owner shall give no less than ten (10) Working Days' prior written notice of the intended date of Commencement of Development to the Council's Assistant Director of Strategic Planning, Regeneration and Transport and the GLA at the addresses stated on page 4 of this Deed (or such other address as the Council or the GLA shall have previously notified).
- 1.2 The Owner shall give no less than three (3) calendar months' prior written notice of the anticipated date of Practical Completion of the London Shared Ownership Housing Units to the Council's Affordable Housing Liaison Coordinator and the GLA at the addresses stated on page 4 of this Deed (or such other address as the Council or the GLA shall have previously notified).

2. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split and the remaining paragraphs of this Schedule 3.

3. AFFORDABLE HOUSING PROVISION

- 3.1 The Owner shall not:
- 3.1.1 Occupy the London Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing for the lifetime of the Development;
- 3.1.2 Occupy the London Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit; or
- 3.1.3 Occupy any Additional Affordable Housing (if applicable) for any purpose other than for Affordable Rented Housing and/or Shared Ownership Housing (as applicable) for the life of the Development save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular unit of Additional Affordable Housing.

4. DELIVERY OF AFFORDABLE HOUSING

- 4.1 The Owner shall provide 11 of the Affordable Housing Units as wheelchair accessible units in compliance with Building Regulation requirement M4(3) 'wheelchair user dwellings' (in consultation with the Council's Occupational Therapy team) and for the avoidance of doubt 10% of the Affordable Rented Units shall unless otherwise agreed in writing by the Council be constructed in compliance with Policy M4(3)(2)(b) (wheelchair accessible dwelling) of the Building Regulations and to ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair accessible units under the Building Regulation requirement M4(3) 'wheelchair user dwellings' and any nominations for such adapted units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.

- 4.2 The Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing (if applicable) are designed and constructed in accordance with the London Design Standards.
- 4.3 The Owner shall ensure that any Additional Affordable Housing Units (if applicable) are constructed in accordance with any Additional Affordable Housing Scheme.
- 4.4 The Owner shall unless otherwise agreed in writing by the GLA and the Council following the submission of an Additional Affordable Housing Scheme (if applicable):
 - 4.4.1 provide any London Affordable Rented Housing Units in the locations shown in the Additional Affordable Housing Scheme; and
 - 4.4.2 provide any London Shared Ownership Housing Units in the locations shown in the Additional Affordable Housing Scheme.

5. LONDON AFFORDABLE RENTED HOUSING UNITS

- 5.1 The Owner shall submit a Lettings Plan to the Council for its written approval at least six (6) months prior to the Occupation of the first London Affordable Rented Unit and the provision of the London Affordable Rented Units shall be in accordance with the approved Lettings Plan
- 5.2 The London Affordable Rented Housing Units shall be provided in accordance with the Agreed Mix.

6. LONDON SHARED OWNERSHIP HOUSING UNITS

- 6.1 The London Shared Ownership Housing Units shall be provided in accordance with the Agreed Mix
- 6.2 The London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100% equity.
- 6.3 Not less than 12 months prior to the estimated date of Practical Completion of the London Shared Ownership Units the Owner shall procure that the Affordable Housing Provider submit to the Council for its approval the Marketing Plan and such units shall be disposed of in accordance with the approved Marketing Plan and paragraph 6.05 below
- 6.4 Not to commence the marketing of any of the London Shared Ownership Units referred to in paragraph 6.1 above until the Marketing Plan has been approved in writing by the Council; and
- 6.5 Each London Shared Ownership Unit shall be marketed:
 - 6.5.1 on first sale exclusively to Eligible Purchasers who are within Priority Band 1 for a period of at least 3 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and who are Local Residents (the "Exclusivity Period");
 - 6.5.2 following the expiry of the Exclusivity Period, the London Shared Ownership Units may be marketed to Eligible Purchasers who are within Priority Band 2 in addition to Eligible Purchasers within Priority Band 1; and

6.5.3 paragraphs 6.5.1 and 6.5.2 shall apply mutatis mutandis to any subsequent sales of the London Shared Ownership Units except where a Shared Ownership Lessee has Staircased to 100% equity in the relevant London Shared Ownership Unit.

7. DELIVERY OF THE AFFORDABLE RENTED UNITS AND TRANSFER OF THE LONDON SHARED OWNERSHIP HOUSING UNITS

7.1 Unless otherwise agreed by the GLA and the Council in writing the Owner covenants not to Occupy more than 68% of the Open Market Housing Units unless and until:

7.1.1 the Affordable Housing Units (and any Additional Affordable Housing if applicable) have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;

7.1.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (and any Additional Affordable Housing if applicable) have been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Housing Units.

7.2 Unless otherwise agreed by the GLA and the Council in writing the Owner covenants not to Occupy more than 50% of the Open Market Housing Units unless and until:

7.2.1 a contract has been entered into with an Affordable Housing Provider for the transfer of the freehold or leasehold interest of the Affordable Housing Units and evidence of such contract has been provided to the Council and the GLA; and

7.2.2 a building contract (or contracts) has been let for the construction of the whole of Phase 2 to shell and core and for the fitting out of the Affordable Housing Units.

7.3 The Owner shall provide evidence of the transfer of the freehold or leasehold interest of the London Shared Ownership Housing Units referred to in paragraph 7.1.2 of this Schedule to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of the transfer.

7.4 The Owner covenants to procure that the Affordable Housing Provider shall enter into a Nominations Agreement in respect of the London Affordable Rented Housing Units and that a London Affordable Rented Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that London Affordable Rented Housing Unit.

8. AFFORDABLE HOUSING GRANT

8.1 The Owner covenants that:

8.1.1 it will use reasonable endeavours to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant prior to Substantial Implementation (or such later date as may be agreed between the parties);

8.1.2 if at the date of Substantial Implementation the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and in any event prior to contracting with

any Affordable Housing Provider that is not able to provide or that does not have access to Affordable Housing Grant the Owner shall:

8.1.2.1 serve a notice on the Council and the GLA stating that the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and include:

8.1.2.1.1. details of the Affordable Housing Providers with whom the Owner has corresponded and copies of the correspondence with the Affordable Housing Providers including details of the terms on which the Affordable Housing Providers have been invited to tender and evidence that these are reasonable commercial terms;

8.1.2.1.2. reasons for the approached Affordable Housing Providers not entering into a contract (subject to reasons having been provided by the Affordable Housing Providers);

8.1.2.2 approach other Affordable Housing Providers as the Council or the GLA shall nominate as having or able to access Affordable Housing Grant and if after a period of 3 months the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant the Owner shall:

8.1.2.2.1. serve a notice on the Council and the GLA stating that the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and include:

(a) details of the Affordable Housing Providers with whom the Owner has corresponded and copies of the correspondence with the Affordable Housing Providers including details of the terms on which the Affordable Housing Providers have been invited to tender and evidence that these are reasonable commercial terms;

(b) reasons for the approached Affordable Housing Providers not entering into a contract (subject to reasons having been provided by the Affordable Housing Providers);

8.1.3 where the GLA and the Council are satisfied (acting reasonably) that the Owner has used reasonable endeavours to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant the Owner shall be free to contract with any Affordable Housing Provider.

8.2 The Owner covenants that where the Owner does contract with an Affordable Housing Provider that is able to provide or who has access to Affordable Housing Grant the said

Affordable Housing Grant shall be used to provide Additional Affordable Housing and the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the contract with an Affordable Housing Provider having been exchanged.

- 8.3 The Parties agree that the terms of clauses 7.1.5, 7.2 to 7.8 inclusive and this Part 1 of Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

9. MISCELLANEOUS PROVISIONS

- 9.1 The Owner covenants that prior to Practical Completion of the Affordable Housing Units:

9.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage;

9.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to the satisfaction of the Council;

9.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.

- 9.2 The Owner covenants:

9.2.1 to ensure that the design and construction of the Development is executed in such a way as to minimise any nominal Service Charge for each Affordable Housing Unit;

9.2.2 not later than three months prior to Occupation of the first Affordable Housing Unit to agree any Service Charge for the Affordable Housing Units between the Affordable Housing Provider, the Owner and the Council (all acting reasonably); and

9.2.3 not to permit Occupation of any Affordable Housing Unit until the Service Charge is agreed.

PART 2

Viability Reassessment

1. VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the Council and the GLA 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 Council and the GLA to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council or the GLA, the Owner shall provide to the Council and the GLA any additional documentary evidence reasonably requested by the Council or the GLA to enable the Council and the GLA to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of Schedule 3, the Owner shall afford the Council and the GLA (and their agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation **PROVIDED ALWAYS THAT** the Council and the GLA shall:
- 1.3.1 provide the Owner with reasonable written notice of their intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council and the GLA receives:
- 1.4.1 notice pursuant to paragraph 1.1 of this Part 2 of Schedule 3; or
 - 1.4.2 if the Council or the GLA makes a request under paragraph 1.2 of this Part 2 of Schedule 3, the additional documentary evidence,
- the Council (and, if it elects to do so, the GLA) shall inspect the Land and thereafter the Council or the GLA shall provide written confirmation to the Owner and/or the GLA (as applicable) within 10 Working Days of the inspection date as to whether or not the Council (and, if the GLA has inspected the Land, the GLA), acting reasonably, considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the Council or the GLA notifies the Owner that the Council or the GLA considers that the Substantial Implementation has not been achieved on or before the Substantial Implementation Target Date then this paragraph 1 shall continue to apply mutatis mutandis until the Council (and, if the GLA has elected to inspect the Land, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Part 2 of Schedule 3 that the Substantial Implementation has been achieved.
- 1.6 The Owner shall not Occupy the Development or any part thereof until:
- 1.6.1 the Council (and, if the GLA has elected to inspect the Land, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Part 2 of Schedule 3 that

the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or

1.6.2 the GLA has confirmed in writing pursuant to paragraph 3.6 of this Part 2 of Schedule 3 its agreement with the Council that no Additional Affordable Housing Units are required; or

1.6.3 if the GLA has confirmed in writing pursuant to paragraph 3.6 of this Part 2 of Schedule 3 that Additional Affordable Housing Units are required, the GLA has confirmed pursuant to this Schedule 3 its approval of an Additional Affordable Housing Scheme.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 1.4 of this schedule 3 or pursuant to clause 11 of this Deed (Dispute Provisions)):

2.1.1 the Owner shall submit to the Council and the GLA the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Schedule 3 that the Substantial Implementation has not been achieved, on the basis that the Council and the GLA may make such information publicly available:

2.1.1.1 the Development Viability Information;

2.1.1.2 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 Owner's view any Additional Affordable Housing Units can be provided; and

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

2.1.2 paragraphs 3 and 4 of this schedule 3 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3 and assess whether in its view, acting reasonably, Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

3.2 The Council and the GLA may jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3 **PROVIDED THAT:**

3.2.1 the Council shall not appoint any External Consultant without first consulting the GLA as to the identity of such External Consultant and the terms of his/her appointment; and

- 3.2.2 any External Consultant so appointed will report to the Council or the GLA (as appropriate, with a copy to the other) or both (if the External Consultant is jointly appointed by the Council and the GLA) within 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 2 of this Schedule 3.
- 3.3 In the event that the Council the GLA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the GLA, the Council or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the GLA the Council and/or the 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.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3, the Council shall notify the GLA and the Owner in writing of the Council's intended decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council (with a copy 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 Council's notice pursuant to paragraph 3.4 of this Part 2 of Schedule 3.
- 3.6 The GLA shall in its absolute discretion confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision in paragraph 3.4 of this schedule 3 (including whether to approve the Additional Affordable Housing Scheme, if submitted) as soon as reasonably practicable after receiving notice of that intended decision and 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 Owner and the Council and:
- 3.6.1 if the GLA agrees with the Council's intended decision, paragraph 3.7 and paragraph 4 below shall apply (if relevant); and
- 3.6.2 if the GLA disagrees with the Council's intended decision:
- 3.6.2.1 it shall provide reasons to which the Owner and the Council shall have regard;
- 3.6.2.2 the Owner shall submit, or re-submit, an Additional Affordable Housing Scheme for approval by the Council, if required by the GLA;
- 3.6.2.3 the Council shall notify the GLA and the Owner in writing of its intended decision as to whether the re-submitted Additional Affordable Housing Scheme is approved; and
- 3.6.2.4 this paragraph 3.6 shall apply mutatis mutandis.

3.7 If the Council's reasonable assessment pursuant to paragraph 3.4 of this Part 2 of Schedule 3 concludes and the GLA has confirmed in writing its agreement with such determination in accordance with paragraph 3.6 above, that:

- 3.7.1 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
- 3.7.2 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 Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

3.8 The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3 including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 The Parties agree that the terms of clauses 7.1.5, 7.2 to 7.8 inclusive and paragraphs 2 to 9 (inclusive) of Part 1 of Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

4.2 Where it is agreed or determined pursuant to this Part 2 of Schedule 3 that one or more Additional Affordable Housing Units are required the Owner shall not first Occupy more than the relevant number of Open Market Housing Units set out in paragraph 7 of Part 1 of this Schedule unless and until it has:

- 4.2.1 practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the GLA and made them available for Occupation; and
- 4.2.2 paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 2 of this Schedule 3 to the Council by direct bank transfer to the Council's bank account towards the delivery of offsite Affordable Housing within the Council's administrative area.

4.3 For the avoidance of doubt the Additional Affordable Housing Scheme and Additional Affordable Housing referred to in this paragraph 4 shall be the Additional Affordable Housing Scheme and Additional Affordable Housing approved by the Council and the GLA pursuant to the Viability Review.

5. PUBLIC SUBSIDY

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

6. MONITORING

6.1 The Council covenants with the GLA to report to the GLA through the London Development Database the information in paragraph 6.2 below (to the extent applicable) as soon as reasonably practicable after the GLA's confirmation in writing

pursuant to paragraph 3.6 of this schedule 3 that the Additional Affordable Housing Scheme is approved.

6.2 The information referred to in paragraph 6.1 above is:

- 6.2.1 the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);
- 6.2.2 any changes in the tenure or affordability of the Affordable Housing Units; and
- 6.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this schedule 3.

ANNEX TO SCHEDULE 3

FORMULA 1A

Surplus profit available for additional on-site affordable housing:

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

Where:

- A = Estimated GDV (£)
- B = $A \div (C + 1)$ Assumed application stage GDV for private residential component at the date of Planning Permission (£)
- C = Percentage change in value for the private residential component of the development from grant of Planning Permission to Review Date (using Land Registry House Price Index for new build properties for the London Borough of Greenwich) (%)
- D = Estimated Build Costs (£)
- E = $D \div (F + 1)$ Assumed application stage Build Costs for the private residential component at the date of Planning Permission (£)
- 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) (%)

Calculated by (BCIS TPI at review – BCIS TPI at grant of permission) divided by BCIS TPI at grant of permission as a percentage.

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission, $F = 345 - 275 = 70$; $70 / 275 = 25.45\%$

- P = $(A - B) \times Y$ Owner profit on change in GDV of private residential component (£)
- Y = 17.5% Owner profit as a percentage of GDV for the private residential component as determined as part of the review (%)

Notes:

(A – B) represents change in GDV of the private residential component of development from the date of Planning Permission to the date of review (£)

(D – E) represents the change in Build Costs for the private residential component from the date of Planning Permission to the date of review (£)

FORMULA 2

To determine the amount of floorspace which can be converted into Additional Affordable Housing of which:

X = Additional London Affordable Rented Housing requirement (habitable rooms)

$$X = ((E \times F) \div (A - B)) \div D$$

Y = Additional London Shared Ownership Housing requirement (habitable rooms)

$$Y = ((E \times G) \div (A - C)) \div D$$

Where:

A = Average Open Market Housing value per m² (£)

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

C = Average Intermediate Housing Value per m² (£)

D = Average Habitable Room size for the Development (m²)

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (%)

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of Social Rented Housing and London Affordable Rented Housing per m² (£)

(A – C) represents the difference in average value of market housing and average value of London Shared Ownership Housing per m² (£)

(E x F) represents the surplus profit to be used for London Affordable Rented Housing (£)

(E x G) represents the surplus profit to be used for London Shared Ownership Housing (£)

SCHEDULE 4

Travel Plan and Sustainable Transport

1. TRAVEL PLANS

- 1.1 The Owner shall not Occupy the Development (save for the PDSA Hospital) unless or until the Site Wide Travel Plan has been submitted to and approved by the Council in writing and the site wide travel plan coordinator has been appointed.
- 1.2 The Owner shall commence implementation of the Site Wide Travel Plan prior to first Occupation of the Development other than the PDSA Hospital and shall observe the requirements and obligations of the Site Wide Travel Plan or such amended plans as may be agreed in writing by the Council and the Owner from time to time.
- 1.3 The Owner shall not Occupy the PDSA Hospital unless or until the PDSA Travel Plan has been submitted to and approved by the Council in writing and the PDSA Hospital travel plan co-ordinator has been appointed
- 1.4 The Owner shall commence implementation of the PDSA Travel Plan prior to first Occupation of the PDSA Hospital and shall observe the requirements and obligations of the PDSA Travel Plan or such amended plans as may be agreed in writing by the Council and the Owner from time to time.

2. CONTENTS OF TRAVEL PLAN

- 2.1 The Owner covenants with and undertakes to the GLA and the Council that the Site Wide Travel Plan shall include (but not be limited to) the following information and measures:
 - 2.1.1 a specimen welcome pack for all Occupiers of the Residential Units;
 - 2.1.2 initiatives to promote cycling and walking by Occupiers and visitors;
 - 2.1.3 proposals for providing and promoting public transport information (for example, maps, routes and timetables);
 - 2.1.4 proposals for monitoring demand and use of Blue Badge car parking spaces and a mechanism for converting non-Blue Badge car parking spaces at the Development (excluding car parking spaces for use by the PDSA Hospital) to Blue Badge car parking spaces where demand exceeds supply;
 - 2.1.5 objectives and targets over the life of the Site Wide Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
 - 2.1.6 proposals for monitoring compliance with the Site Wide Travel Plan and the PDSA Travel Plan and achievement of the objectives and targets.
- 2.2 The Owner covenants with and undertakes to the GLA and the Council that the PDSA Travel Plan shall include (but not limited to) the following information and measures:
 - 2.2.1 initiatives to promote cycling and walking by persons employed at or visiting the PDSA Hospital;

- 2.2.2 proposals for providing and promoting public transport information to persons employed at and visitors to the PDSA Hospital (for example, maps, routes and timetables);
- 2.2.3 objectives and targets over the life of the PDSA Travel Plan aimed at reducing car use by persons employed at or visiting the PDSA Hospital and increasing the modal share towards more sustainable modes of transport; and
- 2.2.4 proposals for monitoring compliance with the PDSA Travel Plan and achievement of the objectives and targets.

3. REVIEW OF TRAVEL PLAN

- 3.1 The Owner shall review the operation of the Site Wide Travel Plan and the PDSA Travel Plan on the first, second, third, fourth and fifth anniversaries of the first Occupation of the Development (except the PDSA Hospital) and at the same anniversaries of the first Occupation of the PDSA Hospital and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Site Wide Travel Plan and the PDSA Travel Plan are being achieved and any proposals for improving the operation of the Site Wide Travel Plan and the PDSA Travel Plan.
- 3.2 Following submission of a review of the Site Wide Travel Plan and the PDSA Travel Plan, the Owner and the Council shall use reasonable endeavours to agree:
 - 3.2.1 any necessary changes to the Site Wide Travel Plan and the PDSA Travel Plan to ensure that the objectives and targets set out therein are achieved;
 - 3.2.2 whether any non-Blue Badge car parking spaces on the Development (excluding the PDSA Hospital) need to be converted to Blue Badge car parking spaces;

and the Owner shall thereafter implement any such agreed changes to the Site Wide Travel Plan and the PDSA Travel Plan or the designation of car parking spaces at the Development.

4. CAR CLUB

- 4.1 The Owner shall:
 - 4.1.1 not permit Occupation of the Development (save for the PDSA Hospital) unless and until the Car Club Scheme has been submitted to and approved by the Council in writing;
 - 4.1.2 use its reasonable endeavours to establish and promote a Car Club within the Development from the completion of Phase 3 for use by residents and members of the public;
 - 4.1.3 provide the Council with quarterly written updates on the steps taken and the progress being made to establish a Car Club on the Land;
 - 4.1.4 notify the Council in writing of the name and address of the operator of the Car Club (if a Car Club has been established) prior to Occupation of the Development (save for Occupation of the PDSA Hospital);

- 4.1.5 if a Car Club is established provide at least two car parking spaces on the Land for the sole use of the Car Club and submit details of the location of the said car parking spaces to the Council;
- 4.1.6 retain the two car parking spaces provided pursuant to paragraph 4.1.5 above for the sole use and for the duration of the Car Club;
- 4.1.7 publicise annually and provide details of how to become a member of the Car Club within the Owner's marketing materials promoting the Development and on the Owner's website from the date when the Car Club first becomes available to Occupiers of the Development; and
- 4.1.8 pay for membership to the Car Club for each Occupier of a Residential Unit for a period of three years beginning from the date of first Occupation of such Residential Unit.

4.2 The Owner shall:

- 4.2.1 notify the Council in writing if it is unable to establish the Car Club or the Car Club operator no longer utilises the two car parking spaces reserved for use of the Car Club; and
- 4.2.2 use reasonable endeavours for a period of 6 months from the date that it notified the Council under paragraph 4.2.1 above to secure another Car Club operator to provide the Car Club within the Development and provide the Council with evidence of attempts to secure another Car Club operator and if having used such reasonable endeavours the Council agrees that it is unable to secure another Car Club operator then the provisions of this paragraph 4 shall no longer apply.

5. **HIGHWAY WORKS**

- 5.1 The Owner covenants with the GLA and the Council not to commence the Highway Works until it has entered into a Highways Agreement with the Council to secure the delivery of the Highway Works.
- 5.2 The Owner covenants with the GLA and the Council not to permit Occupation of the Development until the Highway Works fronting the Development have been completed to the reasonable satisfaction of the Council unless otherwise agreed with the Council.
- 5.3 For the avoidance of doubt, the Owner and its contractors and agents shall have full access to the Land from Harrow Manor Way and Eynsham Drive for the purposes of constructing the Development prior to the commencement of the Highway Works.

6. **CPZ CONTRIBUTIONS**

- 6.1 The Owner covenants with the GLA and the Council to pay the CPZ Contributions to the Council prior to Occupation of the Development.
- 6.2 The Owner covenants with the GLA and the Council not to cause or permit the Occupation of the Development until the Owner has paid the CPZ Contributions.

7. **CONTROLLED PARKING ZONE PERMIT PROHIBITION**

- 7.1 The Owner covenants with the GLA and the Council:

- 7.1.1 not to Occupy or permit any person to Occupy a Residential Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 7.1.4 hereof either by way of a written letter or notice or by specific reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;
- 7.1.2 to ensure that all Occupiers are notified in writing prior to their Occupation of a Residential Unit that (unless they are holders of a Blue Badge) whilst an Occupier they are prohibited from applying for a resident's parking permit to park a vehicle on the public highway in a Controlled Parking Zone;
- 7.1.3 to ensure that all relevant materials which they publish and any agreements entered into by them or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 7.1.4 below; and
- 7.1.4 that they and their successors in title to the Residential Units hereby waive, whilst Occupiers, all rights and entitlement to a resident's parking permit to park in a Controlled Parking Zone (unless the Occupier concerned is or becomes entitled to a Blue Badge) and they shall not permit any person to Occupy a Residential Unit unless such person has waived all rights and entitlement to a resident's parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 7.1.1 and 7.1.2 above that person shall be taken as having waived all such rights and entitlement.

8. CYCLE TRAINING CONTRIBUTION

- 8.1 The Owner covenants with the GLA and the Council to pay the Cycle Training Contribution to the Council prior to Occupation of the Development.
- 8.2 The Owner covenants with the GLA and the Council not to cause or permit the Occupation of the Development until the Owner has paid the Cycle Training Contribution.

9. PDSA HOSPITAL CAR PARKING

- 9.1 The Owner covenants with the GLA and the Council not to Occupy the PDSA Hospital until it has provided as part of the Development the PDSA Hospital Car Parking Spaces (unless otherwise agreed with the Council and the GLA) and thereafter (subject always to the provisions of paragraph 9.2.2 of this Schedule) not to use or permit the use of the PDSA Hospital Car Parking Spaces other than for parking for staff and visitors to the PDSA Hospital.
- 9.2 The Owner covenants with the GLA and the Council:
 - 9.2.1 to monitor and manage the use of the PDSA Hospital Car Parking Spaces in accordance with the requirements set out in Appendix 2 attached to this Deed (or such other requirements as may be agreed in writing with the Council and the GLA); and
 - 9.2.2 that in the event that the PDSA Hospital is no longer Occupied as a pet hospital then the Owner shall agree with the GLA and the Council the quantum of the PDSA Hospital Car Parking Spaces that shall be retained and used prior to the commencement of an alternative use, together with a scheme detailing removal of the unnecessary spaces. During the period between the PDSA Hospital being no longer occupied as a pet hospital and the commencement of

the alternative use, the PDSA Hospital Car Parking Spaces shall not be used. A scheme for the removal of any of the PDSA Hospital Car Parking Spaces shall be implemented prior to occupation by the alternative operator and thereafter retained.

SCHEDULE 5

Carbon Offset Contribution

1. CARBON OFFSET CONTRIBUTION

- 1.1 The Owner covenants with the GLA and the Council to pay the Carbon Offset Contribution to the Council prior to the first Occupation of the Development.
- 1.2 The Owner covenants with the GLA and the Council not to cause or permit the Occupation of the Development until the Owner has paid the Carbon Offset Contribution.

SCHEDULE 6

Public Realm Contribution

1. PUBLIC REALM CONTRIBUTION

- 1.1 The Owner covenants with the GLA and the Council to pay the Public Realm Contribution to the Council prior to Commencement of Development.
- 1.2 The Owner covenants with the GLA and the Council not to cause or permit the Commencement of Development until the Owner has paid the Public Realm Contribution.

SCHEDULE 7

Training, Local Employment and Equal Opportunities

1. COMMITMENT TO AND PARTICIPATION IN GLLAB

1.1 The Owner covenants with the GLA and the Council:

1.1.1 To fully participate in GLLaB and to promote and recruit employees contractors and sub-contractors from the area of the Royal Borough of Greenwich required for and during the construction of the Development including the following:

1.1.1.1 to issue a written statement in accordance with the Form of Notice in Appendix 3 to this Deed to its prospective contractors and sub-contractors at the tendering for works stage;

1.1.1.2 to monitor and record:

1.1.1.2.1. The number of Local Residents and Local Businesses recruited from the area of the Royal Borough of Greenwich employed in the construction of the Development; and

1.1.1.2.2. The names of local companies that have secured contracts for the carrying out of the construction of the Development;

1.1.1.3 to submit the Returns to the Council at regular intervals of not more than one month throughout the construction of the Development;

1.1.1.4 to obtain from each of its contractors Returns of the number of Local Residents and Local Businesses recruited who reside or whose companies' registered address are within the area of the Royal Borough of Greenwich and who are actively engaged in the construction of the Development;

1.1.1.5 to include the full postcodes of such people and businesses referred to above in paragraph 1.1.1.4 of this Schedule 7 in the Returns; and

1.1.1.6 to ensure that each sub-contractor's workforce contains at least 5% apprentices on site at any one time throughout the construction of the Development.

2. CONSTRUCTION

The Owner covenants with the GLA and the Council to employ contractors who are members of the Considerate Constructors Scheme are committed to supply the information within the Return and to ensure that each of those contractors adheres to the Considerate Constructors Scheme Code of Considerate Practice or any successor code or document.

3. EMPLOYMENT AND TRAINING CONTRIBUTION

- 3.1 The Owner covenants with the GLA and the Council to pay the Employment and Training Contribution to the Council prior to Commencement of Development.
- 3.2 The Owner covenants with the GLA and the Council not to cause or permit the Commencement of Development until the Owner has paid the Employment and Training Contribution.

SCHEDULE 8

Council's Covenants

1. TRAVEL PLANS

1.1 The Council covenants with the Owner:

- 1.1.1 to notify the Owner of any amendments which the Council requires to the Site Wide Travel Plan or the PDSA Travel Plan within two months of receiving the draft Site Wide Travel Plan or the PDSA Travel Plan from the Owner;
- 1.1.2 in the event that it proposes not to put forward any amendments pursuant to paragraph 1.1.1 of this Schedule, to approve the draft Site Wide Travel Plan or the draft PDSA Travel Plan in writing as soon as possible and in any case no later than one month from the date of receiving the draft Site Wide Travel Plan or the draft PDSA Travel Plan from the Owner;
- 1.1.3 within one month of receiving an amended Site Wide Travel Plan or the amended PDSA Travel Plan incorporating the amendments requested pursuant to paragraph 1.1.1 of this Schedule to provide the Owner with written approval of the amended Site Wide Travel Plan or the amended PDSA Travel Plan.

2. USE AND REPAYMENT OF CONTRIBUTIONS

2.1 The Council covenants with the Owner to spend (or Commit for Expenditure) all the financial contributions paid by the Owner under this Deed only for the purposes specified in the relevant Schedules of this Deed for which each of the contributions was paid (or for such other purposes for the benefit of the Development as the Council and the Owner shall agree).

2.2 The Council covenants to transfer to the London Borough of Bexley that part of the CPZ Contributions due to the London Borough of Bexley within 20 Working Days of receipt of payment.

2.3 Unless as otherwise expressly stated in paragraph 2.4 of this Schedule, if any part of the financial contributions paid by the Owner to the Council under this Deed has not been spent or (Committed for Expenditure) by the Council:

2.3.1 at the expiry of ten years from the date the contribution was paid; or

2.3.2 in the case of contributions paid in instalments at the expiry of ten years from the date the last instalment of the contribution was paid

the Council shall repay any unexpended balance of the relevant contribution to the Owner (including any interest accrued on such unexpended balance) within two months of receipt of a written notice of demand from the Owner **PROVIDED ALWAYS THAT** the provisions of this paragraph 2.3 of this Schedule shall not apply to the Monitoring Contribution.

2.4 The Council covenants with the Owner that it shall deposit all monies paid by the Owner pursuant to the provisions of any Schedule of this Deed into an Interest Bearing Account for the period during which all or any of the monies remain unexpended by the Council.

2.5 From time to time if reasonably requested by the Owner in writing (but not more than once in each year) the Council shall provide to the Owner Returns showing:-

2.5.1 the total amounts that it has received from the Owner under this Deed up to the reporting date; and

2.5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

3. MISCELLANEOUS COVENANTS

3.1 The Council covenants with the Owner:

3.1.1 that where the Owner is required under the terms of this Deed to submit to the Council a specification, strategy, scheme or programme for approval, the Council shall notify the Owner of any amendments it proposes to such specification, strategy, scheme or programme within a reasonable time and in any event no later than 21 days from the date of submission of the relevant specification, strategy, scheme or programme; and

3.1.2 that it shall notify the Owner in writing of its approval of the relevant specification, strategy, scheme or programme within 7 days from the date the relevant specification, strategy, scheme or programme is agreed by the Council and the Owner.

APPENDIX 1**AGREED MIX**

	Studio	1 bed	2 bed	3 bed	4 bed	Total	%
Open Market	2	81	77	16	1	177	65
London Affordable Rented Housing Units	1	11	41	14	0	67	25
London Shared Ownership Housing Units	0	14	14	0	0	28	10
Total	3	106	132	30	1	272	100

APPENDIX 2

PDSA HOSPITAL CAR PARKING – MONITORING PROCEDURE

This appendix sets out the procedure to be followed by the PDSA in the monitoring of the car parking spaces allocated to the PDSA Hospital and addresses the requirements of the PDSA Hospital in accordance with paragraph 9.2 of Schedule 4 of this Deed.

General:

1. Monitoring surveys to be conducted on an annual basis with a total of 10 monitoring surveys being undertaken for a minimum period of 3 days at a time;
2. The first monitoring survey to be conducted between 6 and 12 months following the first Occupation of the new premises by the PDSA Hospital;

Survey Scope:

3. Surveys to be conducted for a period of at least 1 day and up to 7 days, during PDSA's core business hours;
4. Surveys to be undertaken using a standard parking survey methodology, as may be appropriate at the time and with the technology available to achieve observations equivalent to hourly parking beat counts throughout the survey period, as a minimum;

Results Assessment

5. Results to present parking stress on an hourly basis as a minimum for the duration of the conducted survey;
6. Results to identify those occurrences throughout the survey period when the parking stress exceeds 75%;
7. In the event that the parking stress exceeds or is equal to 75% on one or more one hour periods during the survey period, there would be no change to the parking provision, and no further action is required.
8. In the event that parking stress does not exceed 75% the highest parking stress should be identified;
9. All monitoring survey results to be submitted to Royal Borough of Greenwich (RBG) within 1 month of the completion of the surveys;
10. In the event that parking stress does not exceed 75% for two consecutive monitoring surveys, the quantum of parking spaces should be adjusted as set out below.

Parking Adjustment

11. The highest parking quantum identified during the survey should be factored by 1.33 to determine the future parking provision on the site (This allows future monitoring to be undertaken in the same way as above by ensuring that there is up to a 25% float of spare spaces at peak times);
12. Excess spaces within the existing parking provision and above the future parking provision should be identified by PDSA for removal within 2 months of the latest monitoring survey;
13. PDSA should confirm to RBG those spaces which have been removed within 3 months of the latest monitoring survey. The relevant spaces to be removed should be re-purposed through a landscaping scheme.

APPENDIX 3

FORM OF NOTICE

TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

NOTICE TO CONTRACTORS

As required by the section 106 Agreement between **[Name of Developer]** and the Royal Borough of Greenwich, in respect of the scheme known as development at **[Name of Development]**, **[Name of Developer]** hereby confirms that it is fully committed to participating in Greenwich Local Labour and Business initiatives and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of Greenwich and London Thames Gateway area during the regeneration of the scheme known as development at **[Name of Development]**, all appointed contractors and sub-contractors on the development will be required to support this commitment and to assist in achieving these objectives. **[Name of Developer]** therefore hereby gives Notice that:

Greenwich Local Labour and Business (GLLaB) in collaboration with **[Name of Developer]** as primary agency are working together for the recruitment of local people and local businesses and should be used as such;

[Name of Developer] and contractors will ensure that it and all its contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;

[Name of Developer] and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at **[Name of Development]**;

[Name of Developer] and contractors are to monitor and record the number of local people and local businesses recruited from the area of the Royal Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at **[Name of Development]**, and in the operation of their development. The returns (which will enable the Council to assess such recruitment) will be submitted to **[Name of Developer]** at not more than one month intervals;

[Name of Developer] is fully committed to ensuring equal opportunities for employment and training for people, and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Development known as **[Name of Development]** and are to contain details of any disabilities from which such people may suffer. The returns to be submitted on a monthly basis;

all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to site start date. **[Name of Developer]** and its primary agencies will be able to assist with this;

[Name of Developer] and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:

- The Equality Act 2010;
- European Directives issued under EU Treaty Articles 13 and 141; and
- Codes and Regulations formulated under the above Acts and Directives.

APPENDIX 4

REGISTERED AFFORDABLE HOUSING PROVIDERS

Hexagon Housing Association of 139 -151 Sydenham Road SE26 5HJ

Hyde Housing Association of 30 Park Street, London, SE1 9EQ

London and Quadrant Housing Association, One Kings Hall Mews, Lewisham, SE13 5DQ

Moat Housing Group Ltd of Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE

Southern Housing Group, Fleet House, 59-61 Clerkenwell Road, London EC1M 51-A

Notting Hill Genesis, Bruce Kenrick House, Killick Street, London, NI 9FL

Home Group, 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne NE12 8ET.

One Housing Group, 100 Chalk Farm Rd., Camden Town, London NW1 8EH

Optivo, Grosvenor House, 125 High Street, Croydon, Surrey CR0 9XP

Paragon Asra Housing Limited, Unit G.02.01, The Leathermarket, 11/13 Weston Street, London, SE1 3ER

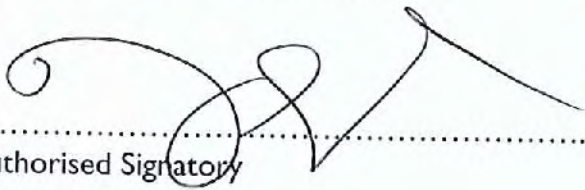
Peabody Trust, 45 Westminster Bridge Road, London, SE1 7JB

~~THE COMMON SEAL OF THE
GREATER LONDON AUTHORITY~~

~~was hereunto affixed
in the presence of~~

~~A Duly Authorised Officer~~

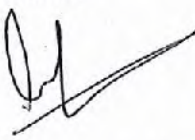
EXECUTED as a DEED as The Common Seal of
ROYAL BOROUGH OF GREENWICH was
Hereunto affixed in the presence of:-

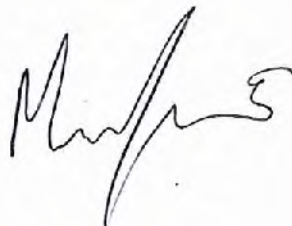


.....
Authorised Signatory



Executed as a deed by
ABBAY WOOD PROPERTY LTD
Acting by a Director and its Secretary
or by two Directors

Director 

Director/Secretary 



Executed as a deed by affixing
THE COMMON SEAL of
THE PEOPLE'S DISPENSARY
FOR SICK ANIMALS

In the presence of

Director General..... *Jim McLaughlin*
Jim McLaughlin

Director..... *[Signature]* *R. K. HOOPER*

Director..... *[Signature]* *K. J. HAILES*

Executed as a deed by

~~15PM LLP~~ *15PM LLP*

Acting by a Director and its Secretary
or by two Directors

PHILIP SWIRLER
A MEMBER

Philip Swirler

Director

Director/Secretary

Witness - YASIR KHAW

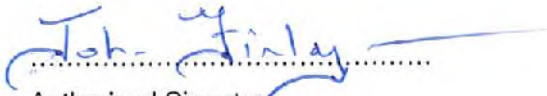
Sign - Y. Khaw

Name - YASIR KHAW
54 Bevan Road

Address - EN4 9EA

Occupation - Lanserhof member lounge

Executed and delivered)
for and on behalf of the)
GREATER LONDON AUTHORITY by:)


.....
Authorised Signatory

JOHN FINLAYSON
.....
NAME (BLOCK)
Head of Development
Management
.....
Position


.....
Authorised Signatory

DEBBIE JACKSON
.....
NAME (BLOCK)

Director Built Environment
.....
Position