

Condition 29 - Biodiversity, habitat and ecology

Prior to the commencement of Superstructure works for any Phase of development, an environmental action plan shall (based on the biodiversity enhancements set out in the Design and Access Statement – Volume II) be submitted to the local planning authority for approval in writing setting out the measures that will be implemented/integrated within the relevant Phase to maximise its habitat value. Details shall include, but not be limited to:

- (a) provision of bat bricks/boxes;
- (b) provision of bird boxes;
- (c) provision of bespoke insect habitat;
- (d) appropriate native planting; and
- (e) rain gardens and/or other sustainable drainage features offering biodiversity value.

These measures shall seek to maximise the biodiversity of the development, having regard to the Urban Greening Factor described in the London Plan. Any such measures shall be installed/implemented, retained and maintained thereafter.

Reason - To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with London Plan Policies 5.10 and 5.11 and Strategic Policy 11 of the Southwark Core Strategy.

Condition 30 - Secured by Design

Prior to the commencement of Superstructure works for each relevant Phase or Building, details of Secured by Design measures shall be submitted to and approved in writing by the Local Planning Authority for that Phase or Building. The Secured by Design measures shall be implemented in accordance with the approved details, completed prior to the first occupation of the relevant Phase or Building and retained for the lifetime of the development.

Reason - In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention in accordance with London Plan Policy 7.3, Strategic Policy 12 of the Southwark Core Strategy and saved Policy 3.14 of the Southwark Plan.

Condition 31 - Cycle Parking FULL

Prior to the commencement of Superstructure works of each Phase or Building of the detailed component of the development, full details of the cycle parking facilities and a management plan shall be submitted to and approved by the Local Planning Authority for each Phase or Building. Provision shall be made for a minimum of 3,240 spaces across all Phases, as detailed within the Transport Assessment prepared by WSP.

The submitted details shall include details of the layout of the spaces and specification for cycle stands for residential uses, as shown on the approved plans and in the Transport Assessment. The cycle parking for each Phase or Building shall be provided prior to occupation of the relevant Phase or Building and made available for use throughout the lifetime of the development.

Reason - To promote sustainable travel and to ensure compliance with London Plan Policy 6.9, London Cycling Design Standards, Strategic Policy 2 of the Southwark Core Strategy and saved Policy 5.3 of the Southwark Plan.

Condition 32 - Cycle Parking OUTLINE

Prior to the commencement of superstructure works of the Outline Component (Buildings BF-V and BF-U), full details of the cycle parking facilities and a management plan shall be submitted to and approved by the Local Planning Authority.

The submitted details shall include details of the layout of the spaces and specification for cycle stands for residential and commercial uses. The cycle parking shall be provided prior to occupation of the relevant Phase or Building and made available for use throughout the lifetime of the development.

Reason - To promote sustainable travel and to ensure compliance London Plan Policy 6.9, London Cycling Design Standards, Strategic Policy 2 of the Southwark Core Strategy and saved Policy 5.3 of the Southwark Plan.

Condition 33 - Access Routes

Prior to the Superstructure works commencing for a Phase or Building of the development, details of the layout and design of any vehicular route, footway or cycleway relevant to that Phase or Building (with the exception of the Railway Arch Links), shall be submitted to and approved in writing by the Local Planning Authority for that Phase or Building,. The submitted details shall show (where relevant) the alignment, widths, gradients, surfacing arrangements, kerbs, forward visibility sight lines and vision splays, speed restraint measures, turning heads, emergency vehicle and service vehicle access and gradients in respect of the relevant part of the development. Each Phase or Building of the development shall then be constructed in accordance with the approved details.

Reason - To ensure that the detailed design provides sufficient vehicle manoeuvring in the interest of public safety and to ensure that the detailed design of the vehicular routes, footways, pedestrian routes and public squares would avoid vehicle/pedestrian conflict in accordance with and London Plan Policies 6.9, 6.10, 6.11 and 6.13, Strategic Policy 2 of the Southwark Core Strategy and saved Policy 5.2 of the Southwark Plan.

Condition 34 - On-site Renewable Energy Technologies

Prior to commencement of Superstructure works on-site for the relevant Phase or Building the applicant must submit to the local planning authority an updated roof layout drawing to demonstrate that PV generation has been maximised across the development. This should include the provision of bio-solar PV on green roof areas that are not for communal access purposes. The development shall be implemented in accordance with the approved details.

Reason - In the interests of sustainable development and in accordance with London Plan Policies 5.2-5.7, Strategic Policy 13 of the Southwark Core Strategy and saved Policies 3.3 and 3.4 of the Southwark Plan.

4) Prior to Occupation or Fit-out:

Condition 35 - Site wide travel plan

No Phase or Building of the development (excluding the School) hereby approved shall be occupied until a site-wide travel plan has been submitted for that relevant Phase or Building, and approved in writing by, the local planning authority. The travel plan shall be monitored and reviewed in accordance with any targets within the plan, and such record made available upon request by the local planning authority.

Reason - To ensure the safe and sustainable movement of traffic on neighbouring highways, in accordance with London Plan Policy 6.3.

Condition 36 - School travel plan

Prior to first occupation of the School, a School travel plan shall be submitted to and approved in writing by, the local planning authority. The travel plan shall be monitored and reviewed in accordance with any targets within the plan, and such record made available upon request by the local planning authority.

Reason - To ensure the safe and sustainable movement of traffic on neighbouring highways, in accordance with London Plan Policy 6.3.

Condition 37 - Community Use Scheme

Prior to first occupation of the School, a Community Use Scheme shall be submitted to and approved in writing by the Local Planning Authority. The Scheme shall include details of the following:

- (a) a detailed plan and / or schedule of the Community Use Facilities within the School;
- (b) the days and times of availability of the Community Use Facilities;
- (c) the access to and right to use the Community Use Facilities by users from the community (whether groups or individuals) who are not staff, pupils or members of the School;
- (d) the management, maintenance and cost for use of the Community Use Facilities, which should be offered at a reasonable charge (having regard to the financial sustainability of the School);
- (e) a mechanism for review of the Community Use Scheme

The approved Community Use Scheme shall be implemented upon occupation of the School and retained/maintained for the existence of the School.

Reason - to secure community use of School facilities in accordance with Saved Policy 2.3 Enhancement of Educational Establishments of the Southwark Plan 2007 and SP4 Places for learning, enjoyment and healthy lifestyles of the Core Strategy 2011 and to ensure that residential amenity is satisfactorily protected with regards to Saved Policy 3.2 Protection of Amenity of the Southwark Plan 2007 and London Plan Policy 3.18.

Condition 38 - Flood Warning and Evacuation Plan

Prior to first occupation of each relevant Phase or Building, a Flood Warning and Evacuation Plan for that Phase or Building shall be submitted to and approved in writing by the relevant Local Planning Authority. The development shall be implemented/occupied in accordance with the approved plan(s).

Reason - To protect against the risk of flooding, in accordance with in accordance with London Plan Policy 5.14, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.9 of the Southwark Plan.

Condition 39 – Waste (Thames Water)

Prior to the occupation of the residential development within each relevant Phase or Building, confirmation must be provided that either:

- (a) all combined water network upgrades required to accommodate the additional flows from the development have been completed; or
- (b) a housing and infrastructure phasing plan (waste water) has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason - Network reinforcement works are likely to be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents.

Condition 40 – Water (Thames Water)

Prior to the occupation of the residential development within each relevant Phase or Building, confirmation must be provided that either:

- (a) all water network upgrades required to accommodate the additional flows to serve the development have been completed; or
- (b) a housing and infrastructure phasing plan (water supply) has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason - The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development" The developer can request information to support the discharge of this condition by visiting the Thames Water website at thameswater.co.uk/preplanning

Condition 41 - Kitchen extract systems

All commercial kitchen extract systems shall be designed and operated in accordance with – the EMAQ Document "Control of Odour and Noise from Commercial Kitchen Exhaust Systems" dated 05-09-2018

Prior to the commencement of use of any commercial kitchen, full particulars and details of a scheme for the ventilation of the kitchen (as per Appendix 2 of aforementioned document) shall be submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

Reason - in order to ensure that that any installed ventilation, ducting and ancillary equipment in the interests of amenity will not cause amenity impacts such as odour, fume or noise nuisance and will not detract from the appearance of the building in accordance with The National Planning Policy Framework 2019, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

Condition 42 – Estate Management Strategy

Prior to the occupation of any residential or commercial units with a particular Phase or Building, a detailed Estate Management Strategy for each Phase or Building (as relevant) of the development shall be submitted to and approved in writing by the Local Planning Authority for that Phase. The strategy should include details of the following:

- (a) on-site security measures including the location of security/concierge office, the location and details of CCTV;

- (b) arrangements for the receipt, management and distribution of post and parcels to the residential units and commercial/community uses;
- (c) details of any controlled/restricted areas of the development and details of those who will have access to each of the identified zones;
- (d) details of access control systems serving communal and residential building entrances;
- (e) management and maintenance framework for internal communal circulation areas and lifts;
- (f) confirmation of disabled access arrangements; and
- (g) vehicle access points and how these will be controlled and managed.

The site shall be managed in accordance with the approved management strategy.

Reason - In order that the local authority may be satisfied with the ongoing management of the development, to maintain safe and well-designed public spaces, and to ensure compliance with London Plan Policies 3.5 and 7.6 and the Mayor's Housing SPG (2016).

Condition 43 - Lighting strategy

Prior to the occupation of any Building within a relevant Phase, details of external lighting (including design, specification, power) to be installed within any Public Realm or to be affixed to the Buildings(s) within that Phase, shall be submitted to the local planning authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant.

The approved details shall be completed prior to occupation of the relevant Phase of the development and shall thereafter be permanently retained.

Reason - In order that the council may be satisfied that external lighting is appropriately designed and located to balance the safe illumination of the Public Realm with the amenity of existing/future residential occupiers and important ecological receptors, including pathways for migrating bats, in accordance with London Plan Policies 7.3, 7.5, 7.6, Strategic Policies 10, 12 and 13 of the Southwark Core Strategy and saved Policies 3.2, 3.14 and 3.28 of the Southwark Plan.

Condition 44 - Car parking management plan

Prior to the first occupation of each Phase or Building of the development, a Car Parking Management Plan for that Phase or Building shall be submitted to and approved in writing by the relevant Local Planning Authority, and must include at least the following details:

- (a) the proposed allocation of and arrangements for the management of parking spaces including disabled parking bays.
- (b) 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.

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 - Car parking management must be identified prior to the commencement of development to ensure that sufficient off-street parking areas are provided and appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway in accordance with London Plan Policies 6.1 and 6.13, Strategic Policy 2 of the Southwark Core Strategy and saved Policy 5.6 of the Southwark Plan.

Condition 45 - Delivery and servicing plan

Prior to occupation of a Phase or Building of the development, a delivery and servicing plan (DSP) shall be submitted to and approved in writing by the Local Planning Authority for that Phase or Building. The DSP shall cover both residential and non-residential land uses and include the following items:

- (a) strategy for deliveries and collections (both commercial and residential);
- (b) number of servicing trips (including maintenance);
- (c) details for management and receipt of deliveries for the residential properties;
- (d) measures to minimise the number of servicing trips overall;
- (e) measures to encourage deliveries and servicing by electric vehicle, cycle, foot and other non-private vehicular means;
- (f) cleaning and waste removal, including arrangements for refuse collection; and
- (g) monitoring and review of operations.

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

Reason - 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 London Plan Policies 6.3, 6.14 and Strategic Policy 2 of the Southwark Core Strategy.

Condition 46 - BREEAM (non-residential uses)

Prior to the commencement of the fit out of the non-residential units of the relevant Phase or Building of the development, a design Stage Assessment (under BREEAM) shall be carried out and a copy of the summary score sheet and interim BREEAM Certificate submitted to and approved in writing by, the Local Planning Authority. The assessment shall include measures to be undertaken to seek to achieve a rating of BREEAM Excellent for the office use and BREEAM Very Good for the retail, leisure and School uses.

Within 3 months of first occupation of the relevant non-residential units, a copy of the summary score sheet and Post-Construction Review Certificate (under BREEAM) shall be submitted to, the Local Planning Authority for approval in writing, verifying that the agreed standards have been met.

Reason - In the interests of addressing climate change and to secure sustainable development and to comply with London Plan Policy 5.3 Strategic Policy 13 of the Southwark Core Strategy and saved Policies 3.3 and 3.4 of the Southwark Plan.

Condition 47 – MUGA Lighting

Full details and specification of lighting to the MUGA shall be submitted to and approved by the Local Planning Authority prior to the use of the MUGA commencing and once approved shall be permanently maintained as approved thereafter.

Reason - in order that the Council may be satisfied as to the details of the development in the interest of the visual amenity of the area, the amenity and privacy of adjoining occupiers, and their protection from light nuisance, in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 Design and Conservation and Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity and 3.14 Designing out crime of the Southwark Plan 2007.

Condition 48 – MUGA fencing

Details of measures to reduce noise from the MUGA shall be submitted to and approved by the Local Planning Authority prior to the use of the MUGA commencing. Any chain link fencing surrounding the playing surface shall be effectively supported vertical twin wire anti-rattle fencing.

Reason - to ensure that occupiers of the development and occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with The National Planning Policy Framework 2019, Strategic Policy 13 High Environmental Standards of the Core Strategy 201 and Saved Policies 3.2 Protection of Amenity of The Southwark Plan 2007.

5) Other conditions – to be complied with and discharged in accordance with the specified requirements:

Condition 49 - Tree Protection Plan

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

- (a) all existing trees shall be protected by secure, stout exclusion fencing as shown on the tree protection plans 150903-P-12-01, 150903-P-12-02 and 150903-P-12-03 set out in the Arboricultural Impact Assessment and in accordance with BS:5837.
- (b) the management and protection of trees on the site shall be in accordance with an Arboricultural Method Statement to be submitted and approved by the local authority detailing areas of specialist construction, site supervision and a schedule of site monitoring in accordance with section 6.1 of British Standard BS 5837 2012: Trees in Relation to Design, Demolition and Construction

Reason - To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with London Plan Policy 7.21, Strategic Policies 12 and 13 of the Southwark Core Strategy and saved Policies 3.2, 3.12, 3.13 and 3.28 of the Southwark Plan.

Condition 50 – Archaeological Reporting

Within six months of the completion of archaeological site works within each Phase or Building of the development, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to the Local Planning Authority for approval in writing and the works detailed in this assessment report shall not be carried out otherwise than in accordance with any such approval given.

Reason - In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, London Plan Policy 7.8, Strategic Policy 12 of the Southwark Core Strategy 2011 and saved Policy 3.19 of the Southwark Plan.

6) Compliance Conditions:

Condition 51 - Environmental Statement Mitigation Measures

The development hereby approved shall be carried out in accordance with the mitigation measures set out in the Environmental Statement (October 2017) and the Environmental Statement Addendum and Appendices (September 2019) and whenever the Local Planning Authority is requested to approve a variation to those mitigation measures or minor material amendment as provided by planning procedures, it shall do so only if satisfied that the proposed variation or amendment would not have any significant environmental effects which have not been assessed in the Environmental Statement. This will not be necessary for non-material amendments.

Reason - In order to ensure that the details of the development are within the parameters assessed in the Environmental Statement and that the development is carried out in accordance with the mitigation measures set out in the Environmental Statement in order to minimise the environmental effects of the development.

Condition 52 – Phasing Plan

With the exception of the Railway Arch Links (which are subject to necessary consents), the development shall be carried out in accordance with the Phasing Plan- All Phases (DWG No: A-0015 rev A) and Phasing Plans - Phase 1-3 (DWG Nos: A-0016 rev A; A-0017 rev A; A-0018 rev A) approved by the Local Planning Authority unless a further plan(s) is subsequently submitted to and approved by the Local Planning Authority.

Reason - To comply with Section 70(1)(a) of the Town and Country Act 1990 as amended, the Reason for Grant and also for the avoidance of doubt and in the interests of proper planning.

Condition 53 - Partial Discharge

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

Reason - To ensure that the scheme is implemented on a comprehensive and sustainable basis in accordance with London Plan Policy 1.1

Condition 54 – Quantum of Development (outline)

The total quantum of built floorspace across the Outline Component shall not exceed the figures specific below in GEA and sqm:

Residential (Class C3)	13,103
Multi-use floorspace (Class A1/A3/A4/DI/sui-Generis)	780

Reason - to ensure the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of floorspace remains within the approved parameters as assessed pursuant to the Environmental Impact Assessment of the development.

Condition 55 - Retail Controls

At its completion, the proposed development (Detailed Component and Outline Component) must not exceed the following controls:

- A maximum of 6,567 sq.m. (GIA) of Class A1-A4 floorspace;
- A maximum of 5,929 sq.m. (GIA) of Class A1 floorspace;
- A maximum of 6,129 sq.m. (GIA) of Class A3 and A4 floorspace;
- No class A1 unit outside Building BF-F to exceed 500 sq.m. GIA;
- No national multiple food store should be provided;
- Building BF-F shall not be used as a single A1 shop unit; and,
- No betting shops, pawnbrokers or payday loan shops (sui generis)

Reason - to ensure the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of retail floorspace would not have a detrimental impact on the viability of surrounding local retail provision, in accordance with London Plan Policies 4.7 and 4.8.

Condition 56 - Satellite Dishes - Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking, re-enacting or modifying that Order), no satellite dishes shall be installed on the north/south/east/west elevations or the roof of any Building, unless otherwise agreed in writing with the Local Planning Authority.

Reason - In order that the local planning authority may be satisfied with the details of the proposal and to accord with Policy 7.6 of the London Plan (2016).

Condition 57 - Demolition and Construction Hours

Unless otherwise agreed in writing with the Local Planning Authority, demolition and construction work and associated activities are only to be carried out between the hours of 08:00 and 18:00 Monday to Friday and 09:00-14:00 Saturday with no work on Sundays or public holidays other than internal works not audible outside the site boundary. Driven piling or ground improvement work which will generate perceptible offsite ground borne vibration is only to be carried out between the hours of 08:00 and 18:00 Monday to Friday.

Reason - To ensure that occupiers of neighbouring premises and the wider environment do not suffer a loss of amenity by reason of unnecessary pollution or nuisance, in accordance with London Plan Policy 6.1, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.

Condition 58 – Flood Risk Assessment

The development hereby approved shall be carried out in accordance with the submitted Flood Risk Assessment, Flood Risk Assessment Addendum and Technical Note and the following mitigation measures:

- Finished floor levels for sleeping accommodation shall be set no lower than the maximum likely water level (MLWL) of 3.18 metres above Ordinance Datum (mAOD).

Reason - to reduce the risk of flooding to the proposed development and future occupants, in accordance with London Plan Policy 5.12, Strategic Policy 13 of the Southwark Core Strategy and the Southwark Sustainable Design and Construction SPD (2009).

Condition 59 – Noise: non-residential units

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

and procedures presented in BS4142:2014, or any such standard replacing or revoking BS4142:2014 with or without modification.

Reason - To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with the National Planning Policy Framework (2019), London Plan Policy 7.15, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.

Condition 60 – Noise: School

The design of the School hereby permitted are to be such that:

- (a) As far as practicable the School design shall seek to ensure that noise emissions from school activities (excluding the use of external play and recreation spaces) do not exceed 55 dB LAeq,16 hour at any existing or proposed dwelling;
- (b) Where this is not possible, noise emissions from school activities shall not exceed 65 dB LAeq,16 hour at any existing or proposed dwelling;
- (c) Noise from sources external to the School do not exceed 65 dB LAeq,30 minute within formal and informal outdoor teaching areas.

Reason - To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment in accordance with the National Planning Policy Framework (2019), London Plan Policy 7.15, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.

Condition 61 - External amplified music from commercial unit/s

A scheme of sound insulation shall be designed to ensure that the $L_{A10,5min}$ sound from amplified and non-amplified music and amplified speech shall not exceed the lowest $L_{90,5min} - 1m$ from the facade of any sensitive premises at all octave bands between 63Hz and 8kHz. A report including details of the scheme of insulation shall be submitted to and approved by the local planning authority prior to the use commencing and the approved scheme shall be permanently maintained thereafter.

Reason - to ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of noise nuisance and other excess noise from activities associated with non-residential premises in accordance with the National Planning Policy Framework 2012, London Plan Policy 7.15, Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

Condition 62 - Noise: Fixed Plant and Equipment

The Rated sound level from any plant, together with any associated ducting shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises. Furthermore, the Specific plant sound level shall be 10dB(A) or more below the background sound level in this location. For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014. Prior to any plant being commissioned a validation test shall be carried out following completion of the development. The results shall be submitted to the LPA for approval in writing. The plant and equipment shall be installed and constructed in accordance with the approval given and shall be permanently maintained thereafter.

Reason - to ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and

machinery in accordance with the National Planning Policy Framework 2012, London Plan Policy 7.15., Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

Condition 63 - Hours of Operation: Non-Residential

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

Reason - To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment in accordance with London Plan Policy 6.1, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.

Condition 64 - Hours of Operation: Outdoor Sports

The outdoor sports facilities and amenity areas within the School grounds to be made available to the public, shall not be illuminated or used outside the hours of 07:00 and 21:00 Mondays to Saturdays and after 19:00 on Sundays.

Reason - To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment in accordance with London Plan Policy 6.1, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.

Condition 65 - Accessible housing DETAILED

A minimum of 144 dwellings within the Detailed Component hereby consented (1,418 units) shall be delivered as M4(3)(2)(a) 'wheelchair user dwellings' as defined in Approved Document M of the Building Regulations and the remaining units shall all be designed to achieve the M4(2) 'accessible and adaptable' accessibility standard, with the exception of with the exception of 26 units on levels 2 and 3 of Building BF-F which shall be designed to achieve M4(1).

Reason - In order to ensure that new housing can be easily adapted to meet the changing needs of occupiers and that a suitable proportion of units conform to the specific needs of wheelchair users in accordance with London Plan Policy 7.8 and 3.8m, Strategic Policy 5 of the Southwark Core Strategy and saved Policy 4.3 of the Southwark Plan.

Condition 66 - Accessible housing OUTLINE

A minimum of 16 dwellings hereby consented within the Outline Component (Buildings BF-U and BF-V) shall be delivered as M4(3) 'wheelchair user dwellings' as defined in Approved Document M of the Building Regulations and the remaining units, shall all be designed to achieve the M4(2) 'accessible and adaptable' accessibility standard.

Reason - In order to ensure that new housing can be easily adapted to meet the changing needs of occupiers and that a suitable proportion of units conform to the specific needs of wheelchair users in accordance with London Plan Policy 7.8 and 3.8m, Strategic Policy 5 of the Southwark Core Strategy and saved Policy 4.3 of the Southwark Plan.

Condition 67 - Architect Retention

The existing architects or other such architects as approved in writing by the Local Planning Authority, acting reasonably, shall undertake the Developed Design of the project (RIBA Stage 3).

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 and 7.6, Policy 12 of Southwark Core Strategy and saves Policies 3.13 and 3.20 of the Southwark Plan.

7) Informatives:

1. S106 agreement

It should be noted that there is a separate legal agreement which relates to the development for which this permission is granted.

2. Water Mains - You are advised that there are water mains crossing or close to the development. Thames Water does NOT permit the building over or construction within 3 metres of water mains. If you are planning significant works near the mains (within 3 metres), you will need to check that your development does not reduce capacity, limit repair or maintenance activities during and after construction, or inhibit services Thames Water provide in any other way. You are advised by Thames water to read the guide to working near or diverting pipes at: <https://www.thameswater.co.uk/sitecore/content/Developer-Services/Building-and-developing/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

3. Thames Tideway – the site to which the application relates falls within the zone of influence for the Thames Tideway Tunnel, a nationally significant infrastructure project. Any development on this site must therefore be carried out under the direction of the Guidelines for Developers and Local Authorities prepared by Tideway (<https://www.tideway.london/media/1934/guidelines-for-developers-and-local-planning-authorities.pdf>). Tideway requires assurance that there would be no likely adverse effect on the consented Thames Tideway Tunnel and the applicant is advised to consult with Tideway prior to submitting any application to discharge planning condition 15 concerning details of foundations, piling and below ground structures

4. Environment Agency - the use of flood proofing and resilience measures is strongly encouraged. Physical barriers raised electrical fittings and special construction materials are just some of the ways you can help reduce flood damage. To find out which measures will be effective for this development, the applicant must contact the building control department/equivalent department. In the meantime, if the applicant would like to find out more about reducing flood damage, visit the flood risk and coastal change pages of the planning practice guidance. The following documents may also be useful:

Department for Communities and Local Government: Preparing for floods
<http://www.planningportal.gov.uk/uploads/odpm/400000009282.pdf> □ Department for Communities and Local Government: Improving the flood performance of new buildings:
<http://www.communities.gov.uk/publications/planningandbuilding/improvingflood>

5. Network Rail Infrastructure protection – Where proposed works will affect Network Rail infrastructure/assets, the developer shall seek to agree appropriate arrangements with Network Rail to ensure that the works do not affect the safety, operation or integrity of the railway infrastructure.

6. CIL phasing - this planning permission is as a 'Phased Planning Permission' for the purposes of the CIL Regulations 2010 (as amended). 'Phased Planning Permission' has the meaning defined in the interpretation section of the Regulations at 2(1). . Regulation 9(4) of the CIL Regulations 2010 (as amended) states that in the case of a grant of Phased Planning Permission, each CIL Phase of the development is a separate chargeable

development and will in turn attract its own CIL Liability. Notwithstanding the Phasing Plans referred to in Condition 52, The CIL Phases are to be defined by a separate CIL Phasing Plan submitted to the Local Planning Authority.

7. Pre-commencement conditions – The pre-commencement conditions attached to this decision notice (number 7-17) are considered necessary to be dealt with as pre-commencement conditions because the relevant information was not available for consideration during the assessment.

8. EIA Regulations – The environmental information for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 has been taken into account in the consideration of this case.

8) Definitions:

“Superstructure” – means that part of a Building above its foundations (excluding core(s)). For the avoidance of doubt this does not include foundations, piling, or other sub-structure works.

“Phase” – means separate development phases shown on approved plans A-0015 Rev A; A-0016 Rev A; A-0017 Rev A; and A-0018 Rev A – or subsequently approved phasing plans and excluding the Railway Arch Links (which are subject to necessary consents).

“Outline Component” – means the part of the Development outlined green on approved plan A-0011 Revision C (Hybrid Application Boundary Plan)

“Detailed Component” – means the development shown within the red-line boundary on approved plan A-0011 Revision C (Hybrid Application Boundary Plan), except for the portion outlined green, which is the Outline Component.

“Public Realm” – has the same meaning as that in the S106 Agreement dated [●] accompanying this planning permission and which means the publicly accessible landscaped areas to be provided as part of the Development but which excludes the Railway Arch Links, Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift.

Railway Arch Links” – has the same meaning as that in the S106 Agreement dated [●] accompanying this planning permission.

“Building(s)” – means the relevant individual building(s) within the Development as identified on approved plan A—0015 Revision A (Phasing Plan – All Phases)

“School” – means proposed building BC-6 as identified on approved plan A—0015 Revision A (Phasing Plan – All Phases)

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, acting under delegated authority and as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report GLA/3776a/03. The Deputy Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning 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.

DRAFT

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.

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the The Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX or the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

SCHEDULE 3

Build to Rent Provision and Covenant

1 BUILD TO RENT PROVISION

1.1 The Owner covenants with the GLA and the Council:

- (a) to submit to the Council the Residential Management Plan for approval (as approved, the "**Approved Residential Management Plan**");
- (b) not to Occupy or cause or permit the Occupation of any Residential Unit until the Residential Management Plan has been submitted to and approved by the Council;
- (c) to provide the Residential Units in accordance with the Approved Residential Management Plan (subject to any amendments agreed in writing with the Council);
- (d) not to Occupy or cause or permit the Occupation of the Residential Units except in accordance with the Approved Residential Management Plan (subject to any amendments agreed in writing with the Council); and
- (e) upon reasonable notice from the Council and no more frequently than every six months, to provide to the Council such evidence as the Council reasonably requires to demonstrate the Owner's compliance with the Approved Residential Management Plan,

PROVIDED THAT this paragraph 1 shall cease to apply in respect of the Market Housing Units in any Building containing Market Housing Units which are Disposed in a Clawback Disposal (PROVIDED THAT the Owner has paid the relevant Clawback Amount).

2 BUILD TO RENT COVENANT

The Owner covenants with the Council and the GLA as follows:

2.1 The Owner shall not cause or permit a Clawback Disposal unless and until the relevant Clawback Amount has been paid to the Council as determined in accordance with paragraph 2.8 of this schedule.

2.2 Not less than 30 Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:

- (a) the anticipated date of that Clawback Disposal;
- (b) the Market Housing Unit(s) which are intended to be Disposed and its size in m² and number of Habitable Rooms;
- (c) the amount of consideration to be paid under that Clawback Disposal for each Market Housing Unit which is intended to be Disposed (including documentary evidence);
- (d) the Owner's calculation of the relevant Clawback Amount;
- (e) if known, the identity and address for service of the person(s) to whom the Market Housing Unit(s) are intended to be Disposed; and
- (f) a list of three proposed Experts to determine any dispute about the Clawback Amount,

and the Owner shall provide the Council with not less than 10 Working Days' advance notice of the date on which it intends to submit such information (the "**Intended Submission Date**").

- 2.3 The Council shall promptly assess the information submitted under paragraph 2.2 of schedule 3 to determine the relevant Clawback Amount.
- 2.4 The Council may appoint an external consultant to promptly assess the information submitted under paragraph 2.2 of this schedule 3 and to determine the relevant Clawback Amount and where an external consultant is appointed such appointment shall be in place prior to the Intended Submission Date.
- 2.5 If the Council and/or its external consultant requests from the Owner further information or evidence to determine the relevant Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the external consultant (as applicable and with a copy to the other party) within 5 Working Days of receiving the relevant request and this process may be repeated until the Council and/or its external consultant has all the information it reasonably requires to determine the relevant Clawback Amount.
- 2.6 The Council shall notify the Owner in writing of the relevant Clawback Amount and shall use reasonable endeavours to do so no later than 30 Working Days after receipt of the information submitted under paragraph 2.2 of this schedule 3 or where further information is requested 20 Working Days after the information has been provided pursuant to paragraph 2.5 and any response from the Council will also include confirmation as to whether it agrees to the appointment of any of the Experts proposed by the Owner under paragraph 2.2(f) or the identity of an alternative Expert.
- 2.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 2.2 and 2.5 of this schedule 3 and in determining the relevant Clawback Amount including those of any external consultant appointed under paragraph 2.4 of this schedule 3 within 20 Working Days of receipt of a written request for payment.
- 2.8 Following the Council's notification to the Owner in writing of the relevant Clawback Amount the Owner may cause or permit a Clawback Disposal once it has paid to the Council the Clawback Amount so notified by the Council or where the amount is disputed or the Council fails to notify the Owner of the relevant Clawback Amount later than 30 Working

Days after receipt of the information submitted of this schedule 3 and the matter is referred to an Expert pursuant to clause 11 the amount determined by the Expert.

2.9 Notwithstanding paragraph 2.8 of this schedule 3 where the Clawback Amount notified by the Council to the Owner is disputed (the "**Disputed Clawback Amount**") the Owner shall be permitted to pay the amount notified by the Council in writing and to effect a Clawback Disposal whilst at the same time referring the dispute to an Expert pursuant to clause 11 and the following shall apply:

(a) if the Clawback Amount is determined by the Expert to be more than the Disputed Clawback Amount already paid, the Owner shall pay to the Council the difference together with interest accrued on such difference from the date of the payment of the Disputed Clawback Amount to the date of payment of the difference calculated within 20 Working Days of the determination by the Expert; and

(b) if the Clawback Amount is less than the Disputed Clawback Amount already paid, the Council shall refund to the Owner the difference together with interest accrued on such difference from the date of the payment of the Disputed Clawback Amount to the date of payment of the difference calculated within 20 Working Days of the determination by the Expert.

2.10 The Council shall use the relevant Clawback Amount to provide Offsite Affordable Housing in its administrative area which, if agreed in writing with the Owner (the Owner's agreement to be at the Owner's sole and absolute discretion), may include providing greater discounts on the Affordable Housing within the Development.

2.11 The Owner shall notify the Council in writing promptly upon the completion of a Clawback Disposal.

2.12 The Owner or the Council may refer any question, calculation or determination under this schedule 3 to an Expert pursuant to clause 11 (and subject to the provisions of clause 11) in the event of a dispute as to that question, calculation or determination and for the purposes of this schedule 3, clause 11.3 shall be deemed to be amended to require the Expert to make a determination within 10 Working Days from the date the Expert receives

the written submissions of the Parties pursuant to clause 11.4.

SCHEDULE 4

Affordable Housing and Viability Review

Part 1

Affordable Housing

1 AFFORDABLE HOUSING CAP

- 1.1 Nothing in Parts 2 (Early Stage Review) and 3 (Late Stage Review) of schedule 4 shall require the Owner to provide more than 35 per cent (by Habitable Rooms) of the Residential Units as Affordable Housing Units and Enhanced Affordable Housing Units.
- 1.2 Nothing in Parts 2 (Early Stage Review) and 3 (Late Stage Review) of schedule 4 shall require the Owner to provide more than 43 per cent (by Habitable Rooms) of the Affordable Housing Units and the Enhanced Affordable Housing Units as Social Rent Equivalent Housing Units nor more than 57 per cent (by Habitable Rooms) of the Affordable Housing Units and the Enhanced Affordable Housing Units as London Living Rent Level Housing Units.
- 1.3 Paragraphs 6.7, 7.1(b), 10.7 and 11.1(b) of this schedule 4 (being the paragraphs relating to the payment or carrying forward of any surplus profit that is insufficient to provide a whole Enhanced Affordable Housing Unit) shall not apply if the Owner is already required pursuant to Parts 2 (Early Stage Review) and 3 (Late Stage Review) of this schedule 4 to provide or has provided 43 per cent (by Habitable Rooms) of the Affordable Housing Units and the Enhanced Affordable Housing Units as Social Rent Equivalent Housing Units and 57 per cent (by Habitable Rooms) of the Affordable Housing Units and the Enhanced Affordable Housing Units as London Living Rent Level Housing Units.

2 AFFORDABLE HOUSING PROVISION

2.1 The Owner covenants with the GLA and the Council:

- (a) to provide the Affordable Housing Units in accordance with the Affordable Housing Agreed Mix SAVE THAT the Parties acknowledge that the housing mix for the outline element of the Development is shown for indicative purposes only and will be required to be submitted to the Council for approval in advance of carrying out works to construct the outline element of the Development and in the event that the number and mix of the Affordable Housing Units Dwellings in the Reserved Matters Approval is less than shown in the Affordable Housing Agreed Mix for the outline element of the Development the Affordable Housing Agreed Mix related to Phase 3 of the Development will need to be revised by the Owner to ensure that the Affordable Housing continues to comprise 35 per cent (by Habitable Room) of the Residential Units and in accordance with the percentage tenure split shown in Affordable Housing Agreed Mix and the revised Affordable Housing Agreed Mix in relation to Phase 3 shall be agreed with the Council and the GLA prior to Commencement of Phase 3;
- (b) not to Occupy or permit Occupation of more than 15 per cent of the Market Housing Units until the Owner has constructed and made available for Occupation 20 per cent of the Affordable Housing Units (which shall include not less than 25 per cent of the Social Rent Equivalent Housing Units) and an executed Nomination Agreement has been submitted to the Council in respect of the same;
- (c) not to Occupy or permit Occupation of more than 50 per cent of the Market Housing Units until the Owner has constructed and made available for Occupation 60 per cent of the Affordable Housing Units (which shall include not less than 60 per cent of the Social Rent Equivalent Housing Units) and an executed Nomination Agreement has been submitted to the Council in respect of the same;
- (d) not to Occupy or permit Occupation of more than 75 per cent of the Market Housing Units until the Owner has constructed and made available for Occupation 100 per cent of the Affordable Housing Units (which shall include not less than 100 per cent

of the Social Rent Equivalent Housing Units) and an executed Nomination Agreement has been submitted to the Council in respect of the same;

- (e) not to permit the Intermediate DMR Housing Units to be used other than as Intermediate DMR Housing; and
- (f) not to permit the Social Rent Equivalent Housing Units to be used other than as Social Rent Equivalent Housing.

3 **SERVICE CHARGES**

3.1 In respect of the Social Rent Equivalent Housing Units, the Owner hereby covenants with the GLA and the Council:

- (a) that the Service Charges shall only be levied on the items as approved following consultation between the Affordable Housing Provider and its tenants and between the relevant Affordable Housing Provider and the Council;
- (b) the amount of the Service Charges shall not be more than the actual costs of the services provided;
- (c) the amount of the Service Charges shall be notified to the Council from the date of first Occupation of a Social Rent Equivalent Housing Unit and annually thereafter; and
- (d) the Service Charges shall not exceed the Service Charge Cap set until the Owner or the relevant Affordable Housing Provider charging the Service Charges:
 - (i) has notified the Council of the proposed level of increase in the Service Charge Cap;
 - (ii) has provided within three weeks of any request by the Council such other details as may be reasonably requested by the Council as to the process undertaken and the matters taken into account in setting the revised

Service Charge Cap; and

- (iii) the Council has agreed the proposed increase in the level of Service Charges.

Part 2

Early Stage Review

4 EARLY VIABILITY REVIEW TRIGGER

- 4.1 Subject to paragraph 4.6 of this schedule 4, the Owner shall notify the Council in writing of the date on which it considers that 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 to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 4.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable either of them to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 4.3 Following the Owner's notification pursuant to paragraph 4.1 of this schedule 4, the Owner shall afford the Council access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and

(c) at all times be accompanied by the Owner or its agent.

4.4 No later than 20 Working Days after the Council receives:

(a) notice pursuant to paragraph 4.1 of this schedule 4; or

(b) if the Council makes a request under paragraph 4.2 of this schedule 4, the additional documentary evidence,

the Council shall inspect the Land and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date (subject always to paragraph 4.6 of schedule 4).

4.5 If the Council notifies the Owner that Substantial Implementation has not been achieved then this paragraph 4 shall continue to apply *mutatis mutandis* until the Council has notified the Owner pursuant to paragraph 4.4 of this schedule 4 that Substantial Implementation has been achieved.

4.6 If the Owner demonstrates (with satisfactory supporting evidence) to the reasonable satisfaction of the Council that Substantial Implementation did not occur on or before the Substantial Implementation Target Date because of delay due to the effect of Coronavirus (COVID-19) (or a variant or mutation of it or other similar virus) (and the policy and legislative response to it) then the Substantial Implementation Target Date shall be extended to include the time which has elapsed as a result of such delay.

4.7 Any dispute between the parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date (including any dispute arising from a failure by the Council to provide the written confirmation in paragraph 4.4 of this schedule 4 within the time period specified in that paragraph and/or extensions arising from the effect of Coronavirus (COVID-19) in paragraph 4.6 of this schedule 4) may be referred to dispute resolution in accordance with clause 11.

- 4.8 The Owner shall not Occupy the Development or any part thereof until:
- (a) the Council has notified the Owner pursuant to paragraph 4.4 of this schedule 4 or an Expert has determined pursuant to clause 11 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
 - (b) the Council or the GLA has notified the Owner pursuant to paragraph 6.4 of this schedule 4 or a Viability Expert has determined pursuant to clause 11 that no Enhanced Affordable Housing Units are required; or
 - (c) If the Council or the GLA notifies the Owner pursuant to paragraph 6.4 of this schedule 4 that Enhanced Affordable Housing Units are required, an Enhanced Affordable Housing Scheme has been approved pursuant to paragraph 6.4 or 6.5 of this schedule 4 or a Viability Expert has determined that an Enhanced Affordable Housing Scheme is approved pursuant to clause 11.

5 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 5.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 4.4 of this schedule 4) or pursuant to dispute resolution in accordance with clause 11):
- (a) the Owner shall submit to the GLA and the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 4.4 or 4.5 of this schedule 4 or determined by a Viability Expert pursuant to clause 11 that Substantial Implementation has been achieved, on the basis that the GLA and the Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 5 and Formula 6;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 5 (PROVIDED ALWAYS THAT if the result produced by Formula 5 is less than zero it shall be deemed to be zero) and

Formula 6 thereby confirming whether in the Owner's view any Enhanced Affordable Housing Units can be provided; and

(iii) where such written statement confirms that Enhanced Affordable Housing Units can be provided, an Enhanced Affordable Housing Scheme; and

(b) paragraphs 6 and 7 of this schedule 4 shall apply.

6 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

6.1 The GLA and the Council shall assess the information submitted pursuant to paragraph 6 of this schedule 4 and assess whether in their view Enhanced Affordable Housing Units are required to be delivered in accordance with Formula 5 and Formula 6 and for the avoidance of doubt the GLA and the Council will be entitled to rely on their own evidence in determining inputs into Formula 5 and Formula 6 subject to such evidence also being provided to the Owner.

6.2 The GLA and the Council may jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 6 of this schedule 4 and the GLA and the Council shall use reasonable endeavours to require that any External Consultant so appointed will report to the Council and the GLA (as relevant):

(a) not later than 30 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 5 of this schedule 4, if no request is made under paragraph 6.3 of this schedule 4; or

(b) not later than 25 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 6.3 of this schedule 4, if a request is made under paragraph 6.3 of this schedule 4.

6.3 In the event that the GLA the Council and/or an 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 the 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 and/or the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Enhanced Affordable Housing Units are required to be delivered in accordance with Formula 5 and Formula 6.

6.4 Not later than:

- (a) 40 Working Days from the submission of the information under paragraph 5.1(a) of this schedule 4, if no request is made under paragraph 6.3 above; or
- (b) 30 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 6.3 of this schedule 4, if a request is made under paragraph 6.3 of this schedule 4,

the GLA and the Council shall notify the Owner in writing of their decision as to whether any Enhanced Affordable Housing Units are required and whether the submitted Enhanced Affordable Housing Scheme is approved.

6.5 Where the GLA and the Council concludes that Enhanced Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Enhanced Affordable Housing Scheme to the GLA and the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the GLA's and the Council's notice pursuant to paragraph 6.4 of this schedule 4.

6.6 If the GLA and the Council's assessment pursuant to paragraph 6.4 of this schedule 4 (and, if applicable, paragraph 6.5) of this schedule 4 concludes that:

- (a) a surplus profit arises following the application of Formula 5 but such surplus profit is insufficient to provide any Enhanced Affordable Housing Units pursuant to Formula 6; or

- (b) a surplus profit arises following the application of Formula 5 but such surplus profit cannot deliver a whole number of Enhanced Affordable Housing Units pursuant to Formula 6,

then in either scenario paragraph 6.7 of this schedule 4 shall apply.

6.7 Subject to paragraph 1, if paragraph 6.6 of this schedule 4 applies, the Owner shall either:

- (a) pay the surplus profit (or the remainder of the surplus profit) that is insufficient to provide a whole Enhanced Affordable Housing Unit to the Council as a financial contribution towards Offsite Affordable Housing; or
- (b) notify the Council in writing that the Owner elects to carry forward the surplus profit (or the remainder of the surplus profit) that is insufficient to provide a whole Enhanced Affordable Housing Unit to the late stage viability review under Part 3 of this schedule 4.

6.8 The Owner shall pay the GLA and the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of this schedule 4 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

7 DELIVERY OF ENHANCED AFFORDABLE HOUSING

7.1 Subject to paragraph 1, where it is determined pursuant to paragraph 6.4 of this schedule 4 that one or more Enhanced Affordable Housing Units are required the Owner shall not Occupy more than 75 per cent of the Market Housing Units unless and until it has:

- (a) Practically Completed all of the Enhanced Affordable Housing Units in accordance with the Enhanced Affordable Housing Scheme approved by the GLA and the Council and made them available for Occupation; and

- (b) either:
- (i) paid any remaining surplus profit pursuant to paragraph 6.7(a) of this schedule 4 to the Council towards the delivery of Offsite Affordable Housing within the Council's administrative area; or
 - (ii) provided to the Council the notification required under paragraph 6.7(b) of this schedule 4.

7.2 The parties agree that the terms of paragraph 2 of this schedule 4 shall apply mutatis mutandis to the provision of any Enhanced Affordable Housing Units pursuant to this paragraph 7.

7.3 Any Enhanced Affordable Housing Units provided pursuant to this paragraph 7 shall cease to be Intermediate DMR Housing Units and shall instead become Social Rent Equivalent Housing Units or London Living Rent Housing Units in line with the Enhanced Affordable Housing Scheme.

Part 3

Late Stage Review

8 LATE STAGE VIABILITY REVIEW TRIGGER

The Owner shall notify the GLA and the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

9 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

9.1 No later than 20 Working Days after the Late Stage Review Date notified to the GLA and the Council pursuant to paragraph 9 of this schedule 4, the Owner shall submit to the GLA and the Council the following information on the basis that the GLA and the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 5 and Formula 6;
- (b) a written statement that applies the applicable Development Viability Information to Formula 5 (PROVIDED ALWAYS THAT if the result produced by Formula 5 is less than zero it shall be deemed to be zero) and Formula 6 thereby confirming whether in the Owner's view any Enhanced Affordable Housing Units can be provided; and
- (c) where such written statement confirms that Enhanced Affordable Housing Units can be provided, an Enhanced Affordable Housing Scheme.

10 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 10.1 The GLA and the Council shall assess the information submitted pursuant to paragraph 9 of this schedule 4 and assess whether in its view Enhanced Affordable Housing Units are required to be delivered in accordance with Formula 5 and Formula 6 and the GLA and the Council will be entitled to rely on its own evidence in determining inputs into Formula 5 and Formula 6 subject to such evidence also being provided to the Owner.
- 10.2 The GLA and/or the Council may jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 9 of this schedule 4 and the GLA and the Council shall use reasonable endeavours to require that any External Consultant so appointed will report to the Council and the GLA as relevant:
- (a) not later than 30 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 9.1(a) of this schedule 4, if no request is made under paragraph 10.3 of this schedule 4; or
 - (b) not later than 25 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 10.3 of this schedule 4, if a request is made under paragraph 10.3 of this schedule 4.
- 10.3 In the event that the GLA the Council and/or an 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 or the Council or the 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 and and/or the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Enhanced Affordable Housing Units are required to be delivered in accordance with Formula 5 and Formula 6.

10.4 If the GLA and/or the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 9 of this schedule 4 that the Late Stage Review Date has not occurred, the GLA and the Council may require the Owner to promptly submit additional information pursuant to paragraph 9 of this schedule 4 or to re-submit the information required under paragraph 9 of this schedule 4 upon the occurrence of the Late Stage Review Date (as determined by the GLA and the Council).

10.5 Not later than:

- (a) 40 Working Days from the submission of the information under paragraph 9.1(a) of this schedule 4, if no request is made under paragraph 10.3 of this schedule 4; or
- (b) 30 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 10.3 of this schedule 4, if a request is made under paragraph 10.3 of this schedule 4,

the GLA and the Council shall notify the Owner in writing of their decision as to whether any Enhanced Affordable Housing Units are required and whether the submitted Enhanced Affordable Housing Scheme is approved.

10.6 Where the GLA and the Council concludes that Enhanced Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Enhanced Affordable Housing Scheme to the GLA and the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the GLA's and the Council's notice pursuant to paragraph 10.5 of this schedule 4.

10.7 Subject to paragraph 2, if the GLA and the Council's assessment pursuant to paragraph 10.5 (and, if applicable, paragraph 10.6) of this schedule 4 concludes that:

- (a) a surplus profit arises following the application of Formula 5 but such surplus profit is insufficient to provide any Enhanced Affordable Housing Units pursuant to Formula 6; or
- (b) a surplus profit arises following the application of Formula 5 but such surplus profit cannot deliver a whole number of Enhanced Affordable Housing Units pursuant to Formula 6; or
- (c) a surplus profit arises following the application of Formula 5 but the application of a proportion of the surplus to the provision of Enhanced Affordable Housing Units on the Land would only be possible by changing the tenure or discount on Residential Units that have already been Occupied at the point of the Late Stage Review Date,

then in any of the three scenarios the Owner shall pay to the Council as a financial contribution towards Offsite Affordable Housing any such surplus profit (or the remainder of the surplus profit) that is insufficient to provide a whole Enhanced Affordable Housing Unit and/or that can only be applied towards providing Enhanced Affordable Housing Units by changing of the tenure or discount on Affordable Housing Units that have already been Occupied at the point of the Review Date.

10.8 The Owner shall pay the GLA's and the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 10 of this schedule 4 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

10.9 Following the GLA and the Council's notification pursuant to paragraph 10.5 of this schedule 4 or the GLA and the Council fail to provide that confirmation within the time period specified in paragraph 10.5 of this schedule 4, any party may refer the matter to dispute resolution pursuant to clause 11 to determine whether any Enhanced Affordable Housing Units are required to be delivered in accordance with Formula 5 and Formula 6 (and, if so, how many).

10.10 The Owner shall not Occupy more than 80 per cent of the Residential Units until the GLA and the Council have notified the Owner in writing of their decision (or the Viability Expert has made a determination pursuant to clause 11) as to whether any Enhanced Affordable Housing Units are required pursuant to paragraph 10.5 of this schedule 4.

11 DELIVERY OF ENHANCED AFFORDABLE HOUSING

11.1 Subject to paragraph 1, where it is determined pursuant to paragraph 10.5 of this schedule 4 that one or more Enhanced Affordable Housing Units are required the Owner shall not Occupy more than 95 per cent Market Housing Units unless and until it has:

(a) Practically Completed the conversion all of the Enhanced Affordable Housing Units in accordance with the Enhanced Affordable Housing Scheme approved by the GLA and the Council and made them available for Occupation; and

(b) where one or more of the three scenarios in paragraph 10.7(a)-10.7(c) of this schedule 4 applies, paid any remaining surplus profit pursuant to paragraph 10.7 of this schedule 4 to the Council towards the delivery of Offsite Affordable Housing within the Council's administrative area.

11.2 The parties agree that the terms of paragraph 2 of this schedule 4 shall apply mutatis mutandis to the provision of any Enhanced Affordable Housing Units pursuant to this paragraph 11.

11.3 Any Enhanced Affordable Housing Units provided pursuant to this paragraph 11 shall cease to be Intermediate DMR Housing Units and shall instead become Social Rent Equivalent Housing Units or London Living Rent Housing Units in line with the Enhanced Affordable Housing Scheme.

Part 4

Miscellaneous

12 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 5 and Formula 6.

13 MONITORING

13.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the Council shall report to the GLA through the London Development Database the following information:

- (a) the number and tenure of the Affordable Housing Units by units and habitable room, including the number of Intermediate DMR Housing Units and Social Rent Equivalent Housing Units; and
- (b) for each size (by number of bedrooms) of the Intermediate DMR Housing Units the average discount to market rent and the annual gross income upper limit (as set out in the definition of "Intermediate DMR Housing" in this Deed) and for each size (by number of bedrooms) of the Social Rent Equivalent Housing Units the weekly rents (as set out in the definition of "Social Rent Equivalent Housing").

13.2 The parties acknowledge and agree that as soon as reasonably practicable after the approval of an Enhanced Affordable Housing Scheme pursuant to paragraph 6.4, 6.5, 10.5 or 10.6 of this schedule 4 or, if an Enhanced Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 6.4 or 6.5 (as appropriate) of this schedule 4, the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Enhanced Affordable Housing Units (if any), including the number of Enhanced Affordable Housing Units provided as London Living Rent Level Housing Units and Converted SRE, by unit and habitable room;
- (b) for each size (by number of bedrooms) of the Intermediate DMR Housing Units, the average discount to market rent and the annual gross income upper limit (as set out in the definition of "Intermediate DMR Housing" in this Deed); and
- (c) any changes in the affordability of the Affordable Housing Units including the provision of the Intermediate DMR Housing Units at London Living Rent Level Housing Units and Converted SRE; and
- (d) the amount of any financial contribution payable towards Offsite Affordable Housing pursuant to paragraph 6.6 or 10.7 (as appropriate) of this schedule 4.

14 DISPUTE RESOLUTION

14.1 The Owner or the Council may refer any question, calculation or determination under this schedule 4 to an Expert pursuant to clause 11 (and subject to the provisions of clause 11) in the event of a dispute as to that question, calculation or determination.

14.2 If the Council and/or the GLA fails to make a determination within a timeframe set out in this schedule 4, the Owner may refer that determination to an Expert pursuant to clause 11 and subject to the provisions of clause 11.

ANNEX 1 TO SCHEDULE 4

FORMULA 5

X = Surplus profit

Early Stage Review

$$X = (A - B) - (C - D) - P$$

Where:

A = Early Stage Review Estimated NDV (£)

B = Breakeven NDV (£)

C = Early Stage Review Estimated Build Costs (£)

D = Breakeven Build Costs (£)

P = $(A - B) * Y$

Y = Target Return (%)

Late Stage Review

$$X = (A - B) - (C - D) - P) 0.6 + E$$

Where:

A = Late Stage Review Estimated NDV (£)

B =

- Breakeven NDV (£), where Development Viability Information for Formula 5 and Formula 6 was not required to be submitted pursuant to paragraph 6 of schedule 4; or
- Early Stage Review Estimated NDV (£) as determined by the Council pursuant to paragraph 6.1 of schedule 4, where Development Viability Information for Formula 5 and Formula 6 was submitted pursuant to paragraph 5 of schedule 4

C = Late Stage Review Estimated Build Costs (£)

D =

- Breakeven Build Costs (£), where Development Viability Information for Formula 5 and Formula 6 was not required to be submitted pursuant to paragraph 5 of schedule 4; or
- Early Stage Review Estimated Build Costs (£) as determined by the Council pursuant to paragraph 6.1 of schedule 4, where Development Viability Information for Formula 5 and Formula 6 was submitted pursuant to paragraph 5 of schedule 4

P = $(A - B) * Y$

Y = Target Return (%)

E = Surplus Carried Forward

Notes:

(A – B) represents the change in NDV from the date of planning permission (or previous review if triggered) to the Relevant Review Date.

(C – D) represents the change in build costs from the date of planning permission (or previous

review if triggered) to the Relevant Review Date.

P represents Owner profit on change in NDV.

0.6 represents (in a late stage review only) the 60 per cent of the surplus profit to be used for additional on-site affordable housing, after the Owner's profit (P) has been deducted.

FORMULA 6 (Additional on-site affordable housing) for Early and Late Stage Review

X = Converted SRE Units (Habitable Room)

$$X = A \div (B - C) \div D$$

Once 43 per cent (by Habitable Room) of the Affordable Housing Units and Enhanced Affordable Housing Units have been, or are required to be, provided as Social Rent Equivalent Housing:

Y = London Living Rent Level Housing Units (Habitable Rooms)

$$Y = F \div (B - E) \div D$$

Where:

A = Surplus profit available for Enhanced Affordable Housing Units as determined in Formula 5 (£)

B = Average Intermediate DMR Housing Value (£ per m²)

C = Average Social Rent Equivalent Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 25.79 m²

E = Average London Living Rent Level Housing Value (£ per m²)

F = A – G

G = the amount of surplus profit that results in 43 per cent (by Habitable Room) of the Affordable Housing Units and Enhanced Affordable Housing Units being, or being required to be, provided as Social Rent Equivalent Housing

Notes:

(B - C) represents the difference between average value of Social Rent Equivalent Housing per m² and average value of Intermediate DMR Housing per m² (£).

$A \div (B - C)$ represents the additional Social Rent Equivalent Housing requirement by floorspace (m²).

(B - E) represents the difference between average value per m² of London Living Rent Level Housing if provided on the Land and average value of Intermediate DMR Housing per m² (£).

$F \div (B - E)$ represents the London Living Rent Level Housing requirement by floorspace (m²).

F represents the surplus profit remaining after it is used to provide additional Social Rent Equivalent Housing up to 43 per cent (by Habitable Room) of the Affordable Housing within the Development.

ANNEX 2 TO SCHEDULE 4

Affordable Housing Agreed Mix

	Tenure	1 bed	2 bed	3 bed	4 bed	Total
Detailed	DMR	60	96	56	-	212
	SRE	43	57	36	4	140
Total		103	153	92	4	352

	Tenure	1 bed	2 bed	3 bed	4 bed	Total
Outline	DMR	63	50	17	-	130
	SRE	-	-	-	-	-
Total		63	50	17	0	130

SCHEDULE 5

Highways and Transport

1 PARKING PERMIT RESTRICTION

The Owner covenants with the Council:

- 1.1 To procure that material used for advertising and marketing the Residential Units and the Commercial Floorspace for purchase or letting will notify prospective purchasers or Occupiers that they shall not be entitled (unless they are the holder of a Blue Badge) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 1.2 To ensure that each tenancy agreement or lease for a Residential Unit or Commercial Floorspace contains the information detailed at sub-paragraph 1.1 above.
- 1.3 The Owner acknowledges that the obligation in paragraph 2.1 above is being given under Section 16 of the Greater London Council (General Powers) Act 1974.

2 TFL CYCLE HIRE DOCKING STATIONS

The Owner covenants with the Council:

- 2.1 Not to construct any buildings or structures on the TfL Cycle Hire Docking Station Safeguarded Areas or to carry out any works which would prevent the provision of a TfL Cycle Hire Docking Station on a TfL Cycle Hire Docking Station Safeguarded Area for the Safeguarding Period PROVIDED THAT such safeguarding shall not preclude or prevent the Owner from carrying out during the Safeguarding Period landscaping works or otherwise using that land for construction related purpose and interim uses (subject to any necessary consents and the agreement of TfL and the Council) until such time as the relevant TfL Cycle Hire Docking Station Safeguarded Area is required by TfL and notice is given pursuant to paragraph 2.3 below.
- 2.2 To ensure that the Development is carried out so as to accommodate the provision of the

TfL Cycle Hire Docking Stations to be located on the TfL Cycle Hire Docking Station Safeguarded Areas including the provision of ground works and utility connections to each site to enable a serviced site to be provided to TfL in accordance with paragraph 2.3 below and to provide to the Council and TfL no less than 6 months' written notice of the anticipated date that the said site will be available to TfL to install a TfL Cycle Hire Docking Station.

2.3 If within the Safeguarding Period the Owner is notified by TfL that a TfL Cycle Hire Docking Station will be provided within a TfL Cycle Hire Docking Station Safeguarded Area:

(a) within 12 months of the Owner's receipt of such notice the Owner shall ensure the relevant TfL Cycle Hire Docking Station Safeguarded Area has the necessary utility connections for the use of the TfL Cycle Hire Docking Station and is otherwise a clear and level site; and

(b) within 20 Working Days of the Owner complying with its obligations in sub-paragraph (a) above:

(i) to grant to TfL a TfL Cycle Hire Docking Station Lease and any other approvals or consents from the Owner reasonably required in order for a TfL Cycle Hire Docking Station to be provided by or on behalf of TfL and used by the general public;

(ii) allow TfL access at reasonable times with or without machinery plant or vehicles onto the relevant part of the Land as is necessary to enable the installation of the relevant TfL Cycle Hire Docking Station within the relevant TfL Cycle Hire Docking Station Safeguarded Area; and

(iii) pay to the Council for payment to TfL the anticipated cost of TfL providing the relevant TfL Cycle Docking Station (such costs to have first been notified to the Owner by TfL).

2.4 In the event that following the completion of the installation of a TfL Cycle Hire Docking Station by TfL the actual costs of such installation exceed the anticipated costs previously

paid, the Owner shall pay such excess within 28 days of TfL evidencing the actual costs incurred and requesting the same in writing PROVIDED THAT:

- (a) the total aggregated amount payable by the Owner for any TfL Cycle Hire Docking Stations shall not exceed the TfL Cycle Hire Docking Station Contribution Cap;
- (b) save for monies due up to the TfL Cycle Hire Docking Station Contribution Cap, the Owner shall not otherwise be responsible for the cost of installing, operating, managing, maintaining or insuring any TfL Cycle Hire Docking Station; and
- (c) any anticipated costs of installing a TfL Cycle Hire Docking Station paid to the Council for onward transfer to TfL shall be paid by the Owner on the condition that if such anticipated costs exceed the actual costs incurred by TfL then TfL shall promptly refund the unexpended balance to the Owner following completion of the installation works.

2.5 To include publicity materials about the TfL Cycle Hire Scheme and the availability of membership for first Occupiers in accordance with paragraph 2.7 below in the induction packs that it provides for Occupiers of the Residential Units.

2.6 Subject to paragraph 2.7 below, to provide at the Owner's cost a single annual membership to the TfL Cycle Hire Scheme for every Residential Unit (where requested) for a period of three consecutive years from first Occupation of the relevant Residential Unit.

2.7 If requested by a first Occupier of a Residential Unit, to fund the cost of a single annual membership to the TfL Cycle Hire Scheme PROVIDED THAT:

- (a) no more than one membership to the TfL Cycle Hire Scheme shall be funded per year per Residential Unit;
- (b) the first Occupier benefitting from the membership must be eligible for the TfL Cycle Hire Scheme;

- (c) the first Occupier shall only be entitled to make one request for annual membership per year and no more than three requests may be made in a consecutive three year period;
- (d) there shall be no requirement to fund any membership to the TIL Cycle Hire Scheme beyond the third anniversary of the date on which the first Occupier of the relevant Residential Unit begins its Occupation; and
- (e) the Owner shall not be obliged to provide membership or may cancel membership where an Occupier has already been given membership on Occupation of that Residential Unit or such Occupier already has membership.

3 CAR CLUB SCHEME AND OPTION OF INITIAL MEMBERSHIP FOR RESIDENTS

The Owner covenants with the Council:

- 3.1 To provide the Car Club Spaces in the relevant Phase of the Development ensuring that at least one Car Club Space is in Phase 1 and not to Occupy the Residential Units in the relevant Phase unless and until the relevant Car Club Space has been provided.
- 3.2 Not to Occupy the Residential Units in Phase 1 of the Development until it has submitted the Car Club Scheme to the Council and obtained its approval to the scheme in writing.
- 3.3 To use reasonable endeavours to enter into a contract with a Car Club Operator to provide the Car Club pursuant to the Car Club Scheme prior to Occupation of the Residential Units in Phase 1.
- 3.4 For so long as any contract with a Car Club Operator entered into pursuant to paragraph 3.3 above subsists and if requested by a first Occupier of a Residential Unit to fund the cost of an annual single membership of the Car Club PROVIDED THAT:
 - (a) there is at least one Occupier of the Residential Unit who is eligible for membership of the Car Club under the rules of the applicable Car Club and Car Club Operator;

- (b) no more than one membership of the Car Club shall be funded per year per Residential Unit;
- (c) the first Occupier shall only be entitled to make one request for annual membership per year and no more than three requests may be made in a consecutive three year period;
- (d) there shall be no requirement to fund any membership to the Car Club beyond the third anniversary of the date on which the first Occupier of the relevant Residential Unit begins its Occupation; and
- (e) the Owner shall not be obliged to provide membership or may cancel membership where an Occupier has already been given membership on Occupation of that Residential Unit or such Occupier already has membership.

3.5 Where a contract with a Car Club Operator has been entered into pursuant to paragraph 3.3 of this schedule and subsists, to reserve for the sole use of the Car Club as many of the Car Club Spaces as are required by the Car Club Operator in accordance with the Car Club Scheme from time to time.

3.6 Any alternative use of the Car Club Spaces that are not reserved for the sole use of the Car Club pursuant to paragraph 3.5 above shall be approved by the Council in writing before being implemented.

4 CPZ

The Owner covenants with the Council:

4.1 Subject to paragraph 4.2 below, in the event that the Council resolves to carry out a CPZ Review to pay such sum as the Council evidences as being the actual cost of funding a single CPZ Review within 20 Working Days of receipt of a written payment request from the Council (enclosing evidence of the actual costs and the Council's resolution to carry out the CPZ Review).

- 4.2 The Owner may independently verify the costs notified by the Council pursuant to paragraph 4.1 and any disputes may be referred to the Expert under clause 11 and the Owner shall not be required to pay for more than one CPZ Review or be required to pay any monies towards a CPZ Review if the payment request referred to in paragraph 4.1 has not been received and verified prior to the Commencement of Phase 3.
- 4.3 Subject to paragraph 4.4 below, in the event that a CPZ Review funded pursuant to paragraph 4.1 above concludes that the CPZ should be extended to include the CPZ Extension Area and/or the CPZ's hours of operation changed, to pay such sum as the Council evidences as being the actual cost of implementing the findings of the CPZ Review (excluding the cost of the ongoing management of the CPZ) within 20 Working Days of receipt of a written payment request from the Council (enclosing evidence of the actual costs of and the Council's resolution to implement the CPZ Review).
- 4.4 The Owner may independently verify the costs notified by the Council pursuant to paragraph 4.3 above and any disputes may be referred to the Expert under clause 11 and the Owner shall not be required to pay any monies towards the implementation of a CPZ Review if the payment request referred to in paragraph 4.3 has not been received prior to the Occupation of Phase 3 nor shall the Owner be required to pay any monies towards the ongoing management of the CPZ by the Council following the implementation of the CPZ Review.

5 LEGIBLE LONDON PROVISION AND CONTRIBUTION

The Owner covenants with the Council:

- 5.1 Not to Occupy the Residential Units within the Development until the Owner has prepared and submitted for approval to the Council the Legible London Strategy and the Owner has obtained the Council's written approval of the Legible London Strategy.

- 5.2 The Owner shall pay to the Council the Legible London Contribution in accordance with the instalments approved in the Legible London Strategy required for the provision of such Legible London signage by the Council SUBJECT ALWAYS to the Owner not being required to expend and/or pay any amount in excess of the Legible London Contribution.

6 **BUS SERVICE CAPACITY CONTRIBUTION**

The Owner covenants with the Council:

- 6.1 To pay the Bus Service Capacity Contribution to the Council for payment to TfL prior to first Occupation of Phase 2.
- 6.2 Not to Occupy Phase 2 until the Bus Service Capacity Contribution has been paid to the Council.

7 **HIGHWAY WORKS**

The Owner covenants with the Council:

- 7.1 To carry out and submit the Highway Condition Survey to the Council prior to Implementation.
- 7.2 If necessary to ensure highway safety and subject to any necessary consents, to repair damage to the carriageway of Drummond Road and Clements Road fronting the Land during the Construction Period where such damage is caused directly by construction vehicles connected with the carrying out of the Development and is not existing damage recorded in the Highway Condition Survey.
- 7.3 To pay the Highway Resurfacing Contribution to the Council within 20 Working Days of receiving a written payment request.
- 7.4 Prior to the anticipated first Occupation of any given Phase (excluding the School), the Owner shall submit to the Council for written approval a Highway Works Specification (excluding the School Highway Works).

- 7.5 Not to commence the Highway Works for a Phase (excluding the School and the School Highway Works) until it has entered into a Highway Works Agreement for that Phase.
- 7.6 Not to Occupy any Phase (excluding the School) until the Highway Works for that Phase have been Practically Completed (excluding any maintenance period).
- 7.7 In relation to the School:
- (a) prior to the anticipated first Occupation of the School the Owner shall submit to the Council for written approval a Highway Works Specification for the School Highway Works;
 - (b) not to commence the School Highway Works until it has entered into a Highway Works Agreement for the same; and
 - (c) not to Occupy the School until the School Highway Works have been Practically Completed (excluding any maintenance period).

8 DELIVERY AND SERVICE PLAN

The Owner covenants with the Council:

- 8.1 To comply with the Delivery and Service Plan for the duration that the Development or any part of it remains Occupied.
- 8.2 Not to Occupy more than 75% of the Development until the Delivery and Service Monitoring Plan has been submitted to the Council and the Council has approved the plan in writing.
- 8.3 To comply with the Delivery and Service Monitoring Plan approved pursuant to paragraph 8.2 above for the duration of the Delivery and Service Monitoring Plan Period.

- 8.4 Not to Occupy more than 75% of the Development until the Delivery and Service Monitoring Fee and the Delivery and Service Cash Deposit has been paid to the Council in full.
- 8.5 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:
- (a) the Owner fails to submit or agree the Delivery and Service Monitoring Plan before Occupation of more than 75% of the Development;
 - (b) the Owner fails to submit any of the monitoring reports required to be submitted to the Council in accordance with the terms agreed as part of the relevant Delivery and Service Monitoring Plan approved by the Council pursuant to paragraph 2.2 above; or
 - (c) after an initial warning, the number of Delivery and Service Vehicles visiting the Development exceed the Delivery and Service Baseline Figure.
- 8.6 In respect of paragraph 8.5(c) above, the Council shall be entitled to rely on either data obtained as part of the monitoring reports provided by the Owner or as part of its own monitoring.

SCHEDULE 6

Energy Strategy and District CHP

1 DISTRICT CHP FEASIBILITY STUDY

The Owner shall not Commence construction within any Phase of the Development until a Feasibility Study for that Phase has been submitted to and approved by the Council (acting reasonably). In the event that the Feasibility Study is not agreed then either Party may refer the same for determination by an Expert under clause 11.

2 DISTRICT CHP

2.1 If the Parties (acting reasonably) agree that the relevant Feasibility Study demonstrates that connection of the relevant Phase of the Development to the District CHP is technically feasible and is economically viable or (failing agreement between the Council and Owner) the Expert pursuant to clause 11 determines that such connection of the Phase to the District CHP is technically feasible and is economically viable then the Owner shall:

- (a) not Commence the relevant Phase of the Development until submitting and obtaining the written approval of the Council to a District CHP Energy Strategy, setting out as a minimum:
 - (i) how the relevant Phase of the Development will be designed and built so that it will be capable of connection to the District CHP;
 - (ii) demonstration that the service interface within the Development can accommodate all known or expected and reasonable service entry routes including sleeves, pipework, reasonable access and space necessary for the purpose of connecting the relevant Phase of the Development to the District CHP;
 - (iii) confirmation that individual supplies to the Residential Units and Commercial Floorspace and School will be metered (as applicable to the relevant Phase);

- (iv) confirmation that the pipework to each Residential Unit and Commercial Floorspace and School (as applicable) within the relevant Phase of the Development will be fitted with isolation valves and a heat meter so that consumption of energy can be monitored (if such technology is available for use at a reasonable cost);
 - (v) confirmation that allowance has been made within the relevant Phase of Development;
 - (vi) for hot water generation by way of heat exchangers connected to localised heating mains; and
 - (vii) as far as practical, confirmation that the necessary equipment, plants, ducts or routes for pipes, meters, materials and other technology reasonably required (including plate heat exchanger and absorption chiller) are or will be available to facilitate connection to the District CHP;
- (b) carry out and complete the relevant Phase of the Development in accordance with the approved District CHP Energy Strategy;
 - (c) use reasonable endeavours to connect the relevant Phase of the Development (Building by Building as each Building completes) to the District CHP in accordance with the approved District CHP Energy Strategy; and
 - (d) not Occupy or permit Occupation of a Building constructed within the relevant Phase of the Development until the said Building has been connected to the District CHP unless otherwise agreed by the Council.

2.2 If the Parties (acting reasonably) agree or it is determined by the Expert pursuant to clause 11 that the Feasibility Study for the relevant Phase of the Development demonstrates that connection of that Phase to the District CHP is not technically feasible and/or economically viable then the Owner shall submit the Alternative Energy Strategy in respect of that Phase for approval prior to Commencement of that Phase of the Development and the Owner

shall carry out and complete the relevant Phase of the Development in accordance with the Approved Alternative Energy Strategy.

3 CARBON OFFSET CONTRIBUTION

- 3.1 Prior to the Commencement of each Phase of the Development the Owner shall submit to the Council for its approval an Energy Assessment Update and shall not Commence a Phase until an Energy Assessment Update has been approved by the Council for that Phase.
- 3.2 The Owner shall not Occupy or permit Occupation of any Phase of the Development unless and until the applicable amount of the Carbon Offset Contribution contained in the Energy Assessment Update Approved by the Council for that Phase has been paid to the Council.
- 3.3 The Parties hereby agree and acknowledge that the aggregated total of any Carbon Offset Contribution payments paid across all Phases of the Development shall not exceed £1,137,000 (one million one hundred and thirty seven thousand pounds) where all Phases have connected to the District CHP.

SCHEDULE 7

Employment

1 EMPLOYMENT - CONSTRUCTION INDUSTRY JOBS AND APPRENTICESHIPS

1.1 The Owner shall not Commence the Development until an Employment and Skills Methodology has been submitted in writing to the Council.

1.2 The Employment and Skills Methodology shall include but not be limited to, the following matters:

- (a) the method by which a Workplace Co-ordinator shall be appointed;
- (b) the responsibilities of the Workplace Co-ordinator which shall include the following:
 - (i) to identify Sustainable Employment Opportunities to lead to Sustained Construction Industry Employment and in doing so ensuring that people with shared protected characteristics can fully engage with the employment opportunities presented by the Development;
 - (ii) to encourage applications from Unemployed Southwark Residents by liaising with Jobcentre Plus services within the Borough, employment service providers including Southwark Works, the Southwark Construction Skills Centre, the voluntary and community sector, training providers and careers service providers; and
 - (iii) to support Unemployed Southwark Residents and their employers through the transition into Sustained Construction Industry Employment;
- (c) how additional support for a period of one month for Unemployed Southwark Residents who secure employment outside the Borough in the form of assistance with travel costs and help with interview preparation will be provided; and
- (d) what is to be meant by a person benefiting from employment and skills initiatives

put in place by the Owner for the purposes of paragraph 1.4(a)(v) and 2.2(a)(ii) of this schedule.

1.3 The Owner shall ensure that a Workplace Co-ordinator is in place throughout the construction of the Development.

1.4 The Owner shall during the construction of the Development:

(a) place 407 Unemployed Southwark Residents into Sustained Construction Industry Employment subject to the following:

(i) any Unemployed Southwark Resident who, at any point following 26 weeks in Sustained Construction Industry Employment, secures Progress in Employment shall be counted twice against the target set out in this paragraph 1.4(a);

(ii) the number of Unemployed Southwark Residents who can be counted twice pursuant to paragraph 1.4(a)(i) above is to be capped at a total of 50 (fifty) but may thereafter be increased with the written approval of the Council;

(iii) the employment opportunities which count towards the target contained in this paragraph 1.4(a) may be in any sector and may be in any London Borough but only where the Owner provides additional support (for a period of one month per job) for Unemployed Southwark Residents working outside the Borough through assistance with travel costs and help with interview preparation as provided for in the Employment and Skills Methodology approved pursuant to paragraph 1.2 of this schedule;

(iv) where a person works at multiple locations or transitions from one role to another this shall not preclude that person from counting towards the target contained in this paragraph 1.4(a); and

- (v) self-employment (measured through new business registration) shall count towards the target in paragraph 1.4(a) where the Owner is able to evidence that the relevant person benefitted from employment and skills initiatives put in place by the Owner and the Council agrees that the inclusion of the relevant person or persons towards the target in paragraph 1.4(a) is acceptable in the circumstances in accordance with the protocol agreed in the Employment and Skills Methodology;
 - (b) train a minimum of 407 (four hundred and seven) Borough residents using Short Courses;
 - (c) provide a minimum of 102 (one hundred and two) new Apprenticeships or NVQ Starts; and
 - (d) any Borough resident who, following completion of a Short Course pursuant to paragraph 1.4(b) or any Borough resident who, following completion of an Apprenticeship or NVQ Starts pursuant to paragraph 1.4(c), is subsequently placed into Sustained Construction Industry Employment shall be counted against the targets in both paragraphs 1.4(b) and 1.4(c) (as applicable) and the target in paragraph 1.4(a).
- 1.5 The Owner shall produce the Construction Industry Employment and Training Report, including requesting the Council to:
- (a) rollover the balance of any of the targets outlined in paragraph 1.4 which has not been achieved;
 - (b) take into consideration the employment created pursuant to paragraphs 1.4(a)(iv) and 1.4(a)(v) above; and
 - (c) add such rolled-over balance to the targets to be achieved during the End Use of the Development as set out below, PROVIDED THAT the maximum number of construction phase target jobs that can be rolled over is 203.

1.6 Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Practical Completion of the Development the Council will assess if the targets outlined in paragraph 1.4 have been achieved.

1.7 In the event that the targets in paragraph 1.4 have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Owner in writing:

(a) whether it approves any proposed rollover of the target pursuant to paragraph 1.5; and

(b) of the calculation of the Construction Industry Employment and Training Contribution which shall be calculated on the basis of the shortfall against the targets in paragraph 2.4, but excluding any Permitted Rollover, and using the following formulae:

(i) shortfall against number of jobs secured for Unemployed Southwark Residents in Construction Industry Employment x £4,300;

(ii) shortfall against number of Borough residents trained in Short Courses x £150; and

(iii) shortfall against number of Apprenticeships or NVQ starts x £1,500.

1.8 The Owner will pay the Construction Industry Employment and Training Contribution, if required, to the Council within 28 Working Days of the notice referred to in paragraph 1.7.

2 EMPLOYMENT IN THE END USE OF THE DEVELOPMENT

2.1 No later than six months prior to first Occupation of the Development the Owner shall submit an update to the Employment and Skills Methodology to the Council.

2.2 The updated Employment and Skills Methodology shall:

- (a) identify 132 (subject to any increase following a Permitted Rollover) suitable Sustainable Employment Opportunities for Unemployed Southwark Residents in or connected with the End Use of the Development Subject To the following:
 - (i) where a person works at multiple locations or transitions from one role to another this shall not preclude that person from counting towards the target contained in this paragraph 2.2(a); and
 - (ii) self-employment (measured through new business registration) shall count towards the target in paragraph 2.2(a) where the Owner is able to evidence that the relevant person benefitted from employment and skills initiatives put in place by the Owner and the Council agree that the inclusion of the relevant person or persons towards the target contained in this paragraph 2.2(a) is acceptable in the circumstances in accordance with the protocol agreed in the Employment and Skills Methodology;
- (b) identify the detailed mechanism through which such Sustainable Employment Opportunities will be filled, and in doing so ensuring that people with shared protected characteristics can fully engage with the employment opportunities presented by the Development;
- (c) define key milestones to be achieved and provide profiles for filling such Sustainable Employment Opportunities;
- (d) identify skills and training gaps required to gain such Sustained Employment in the End Use of the Development, including the need for pre-employment training; and
- (e) encourage applications from suitable Unemployed Southwark Residents by liaising with the local Jobcentre Plus, employment service providers including Southwark Works, voluntary and community sector, training providers and careers service providers, including the Southwark Education Business Alliance.

- 2.3 The Owner shall submit the End Use Employment and Skills Report during the End Use Employment and Skills Methodology Period.
- 2.4 Following the submission of the final End Use Employment and Skills Report pursuant to paragraph 2.3.4 the Council will assess if the Combined Employment Target been achieved.
- 2.5 The Council will notify the Owner in writing within 30 days of the submission of the final End Use Employment and Skills Report that:
- (a) the Combined Employment Target has been achieved; or
 - (b) the Combined Employment Target has not been achieved.
- 2.6 If the Council is reasonably satisfied that the Owner has achieved the Combined Employment Target there shall be no obligation to pay the Employment in the End Use Contribution and the Owner shall be released from any further obligations contained in schedule 7.
- 2.7 If the Council issues a notice pursuant to paragraph 2.5(b) above that notice shall specify the amount of the Employment in the End Use Contribution payable by the Owner which shall be calculated using the following formula:
- Shortfall against the number of Unemployed Southwark Residents in Sustained Employment (against a maximum of 132 plus Permitted Rollover) x £4,300.
- 2.8 Subject to the Council complying with paragraph 2.7 the Owner will pay the Employment in the End Use Contribution to the Council within 28 Working Days of receipt of a notice from the Council pursuant to paragraphs 2.5(b) and 2.7.

SCHEDULE 8

Public Realm, Public Routes and Cultural Strategy

1 PUBLIC REALM: DELIVERY

1.1 The Owner shall not:

- (a) Commence the Development until the Public Realm Delivery Strategy has been submitted to the Council for approval in writing and the Council has approved the same;
- (b) Occupy any Phase of the Development until a Public Realm Management and Maintenance Plan for that Phase has been submitted to the Council for approval in writing and the Council has approved the same; and
- (c) Occupy any Phase of the Development until the Public Realm allocated to that Phase in the Public Realm Delivery Strategy has been Practically Completed.

1.2 The Owner shall be liable for the full cost of the Public Realm Works.

2 PUBLIC REALM: MAINTENANCE

2.1 Following completion of the Public Realm in any Phase the Owner shall at its own cost manage and maintain the said Public Realm in accordance with the Public Realm Management and Maintenance Plan approved for that Phase.

2.2 The Owner may at its discretion appoint a management or operating company to secure the long-term management and maintenance of the Public Realm but this shall not remove the Owner's obligation to the Council to ensure that the Public Realm is managed and maintained in accordance with the Public Realm Management and Maintenance Plan.

3 PUBLIC REALM: ACCESS

- 3.1 Subject to paragraph 3.2, 3.3, 3.4 and 3.5 of this schedule, the Owner shall ensure that the Public Realm in any Phase is retained and remains available for public access free of charge on foot, wheelchair and cycle for 24 hours a day from the date the relevant part of the Public Realm is brought into beneficial use and for the life of the Development.
- 3.2 The Owner is permitted to temporarily close or restrict access to any part of the Public Realm in any of the following circumstances:
- (a) if such closure is reasonably and urgently necessary for public safety or emergency maintenance;
 - (b) if such closure is requested by the police or fire services;
 - (c) for maintenance, cleaning, repair or renewal of the Public Realm;
 - (d) the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Public Realm;
 - (e) the construction inspection maintenance repair renewal rebuilding or demolition or development of any buildings and structures on the Land and on adjoining land;
 - (f) closure of any part (but not the whole) of the Public Realm for the holding of events or exhibitions open to the public at large but for which admission is on payment of a reasonable fee reflective of similar events PROVIDED THAT the total duration of such events, exhibitions or other similar events shall not take place on more than 20 days in any calendar year and of those no more than 5 days shall be in any calendar month unless approved by the Council;

PROVIDED THAT:

- (g) the Owner shall ensure access to the Buildings and a route through the Public Realm is preserved at all times;

- (h) the Owner shall reopen that part of the Public Realm restricted or closed as soon as reasonably practicable; and
- (i) not less than five Working Days prior notice shall be provided to the Council unless otherwise agreed by the Council in writing SAVE FOR:
 - (i) in the case of emergency;
 - (ii) where the restriction is attributable to permanent or temporary structures, furniture, tables and chairs, seats or market stalls previously approved by the Council as part of the approval of the Public Realm Management and Maintenance Plan, or
 - (iii) the planned temporary closure will not exceed 5 consecutive days.

3.3 The Public Realm shall remain private land and shall not become public highway or public open space and may be closed to the public at least one day per year to prevent public or private rights from coming into being by means of prescription or other process of law.

3.4 The Owner is permitted to close the BF-RST Courtyard between the hours of 20:00 and 08:00.

3.5 The Owner may (acting reasonably) eject from or refuse access to the Public Realm any person conducting themselves in a disorderly manner or behaving indecently or causing a nuisance or an annoyance.

4 RAILWAY ARCH LINKS: DELIVERY

4.1 The Owner hereby covenants with the Council and GLA:

- (a) to use Reasonable Endeavours to negotiate and agree all Necessary Consents required to carry out the Railway Arch Links Improvements in their entirety and secure rights of pedestrian and cycle access by the public across the Railway Arch Links prior to Practical Completion of the Development; and

- (b) to keep the Council and GLA regularly informed of its negotiations with third parties for Necessary Consents required for the delivery of the Railway Arch Links in their entirety and in doing so the Owner shall:
 - (i) provide the Council and GLA with regular written reports summarising meetings and agreed actions aimed at securing the Necessary Consents for the Railway Arch Links; and
 - (ii) if requested by the Council and/or GLA, afford the Council and GLA an opportunity to attend meetings between the Owner and third parties and to provide information requested by the Council evidencing the negotiations and the steps taken to any Necessary Consents,

SAVE THAT it is hereby acknowledged and agreed by the Council and GLA that any information received relating to financial or commercial information will be treated as confidential information and shall not be disclosed to a third party without the prior approval of the Owner.

4.2 Subject to paragraph 7 of this schedule and first obtaining all Necessary Consents the Owner shall:

- (a) submit the Railway Arch Links Improvements Specification to the Council for its written approval as soon as reasonably practicable and at least 12 months prior to the anticipated date of Practical Completion of the Development; and
- (b) carry out the Railway Arch Links Improvements in accordance with the Railway Arch Links Improvements Specification in their entirety at its own cost as soon as reasonably practicable and prior to the Practical Completion of the Development.

4.3 The Owner shall submit a Railway Arch Links Management and Maintenance Plan to the Council for approval prior to completing the Railway Arch Links Improvements.

5 RAILWAY ARCH LINKS: MAINTENANCE

5.1 Subject to paragraph 7 of this schedule, following completion of the Railway Arch Links (or any one of them) the Owner shall at its own cost manage and maintain the Railway Arch Links in accordance with the approved Railway Arch Links Management and Maintenance Plan for so long as the Necessary Consents shall subsist.

5.2 The Owner may at its discretion appoint a management or operating company to secure the long term management and maintenance of the Railway Arch Links.

6 RAILWAY ARCH LINKS: ACCESS

6.1 Subject to paragraph 7 of this schedule and following completion of the Railway Arch Links (or any one of them) the Owner shall ensure that each Railway Arch Link provided is retained and remains available for public access free of charge on foot, wheelchair and cycle from the date the relevant Railway Arch Link is brought into beneficial use and for so long as the Necessary Consents subsist.

6.2 The Owner is permitted to temporarily close any part of the Railway Arch Links in any of the following circumstances:

- (a) if such closure is reasonably and urgently necessary for public safety or emergency maintenance or operational railway purposes;
- (b) if required by the grantor of any Necessary Consents in accordance with the terms of that consent;
- (c) if such closure is requested by the police or fire services;
- (d) for maintenance, cleaning, repair or renewal of the Railway Arch Links;
- (e) the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath or adjoining the Railway Arch Links;

- (f) the construction inspection maintenance repair renewal rebuilding or demolition or development of any buildings and structures on the Land and on adjoining land,

PROVIDED THAT:

- (g) the Owner shall reopen that part of the Railway Arch Links as soon as reasonably practicable;
- (h) as far as possible where one Railway Arch Link is closed the other remains open (where both Railway Arch Links have been provided);
- (i) not less than five Working Days prior notice shall be provided to the Council unless otherwise agreed by the Council in writing SAVE FOR:
 - (i) in the case of emergency or operational railway purposes;
 - (ii) where the restriction is attributable to matters approved by the Council within the Railway Arch Links Management and Maintenance Plan, or
 - (iii) the planned temporary closure will not exceed 1 day.

6.3 The Railway Arch Links shall remain private land and shall not become public highway or public open space and may be closed to the public at least one day per year to prevent public or private rights from coming into being by means of prescription or other process of law.

6.4 Subject to paragraph 6.5 below, the Owner is not permitted to close the Railway Arch Links other than in accordance with times specified in the Necessary Consents and in obtaining the Necessary Consents the Owner shall use Reasonable Endeavours to secure 24 hour access by the public.

6.5 The Owner is permitted to close the Southern Arch Link during the hours of darkness in circumstances where it is provided in the alternative location shown by cross-hatching on Plan 7 and the relevant Necessary Consents do not permit 24 hour access by the public.

- 6.6 The Owner may (acting reasonably) eject from or refuse access to the Railway Arch Links any person conducting themselves in a disorderly manner or behaving indecently or causing a nuisance or an annoyance.

7 RAILWAY ARCH LINKS: RELEASE

- 7.1 In the event that the Owner has used Reasonable Endeavours and either:

- (a) it has not been possible to agree terms for the Necessary Consents for either or both of the Railway Arch Links 12 months prior to the anticipated date of Practical Completion of the Development; or
- (b) Necessary Consents have been secured by the Owner for one or both of the Railway Arch Links but such Necessary Consents have subsequently been terminated or otherwise withdrawn by the grantor prior to the Practical Completion of the Railway Arch Links Improvements,

then the Owner may submit evidence of the use of Reasonable Endeavours or the termination or withdrawal of Necessary Consents (as applicable) for approval by the Council (in consultation with the GLA) and where such approval is granted or determined in accordance with this Deed then the obligations in paragraphs 4, 5 and 6 of this schedule 8 shall cease to apply and have no further effect in respect of the relevant Railway Arch Link and the provisions of paragraphs 7.3 and 7.4 below shall apply to that Railway Arch Link.

- 7.2 Where Necessary Consents have been secured by the Owner for one or both of the Railway Arch Links but such Necessary Consents have subsequently been terminated or otherwise withdrawn by the grantor (after the Practical Completion of the relevant Railway Arch Links Improvements pursuant to this Deed) then the obligations in paragraphs 5 and 6 of this schedule shall cease to apply and shall have no further effect in relation to the Railway Arch Link for which the Necessary Consents have been terminated or withdrawn PROVIDED THAT (a) where the termination or withdrawal is due to the Owner being in breach of the terms of the Necessary Consent and such breach arises from an Owner default that could have been avoided and (b) the relevant Railway Arch Link is consequently closed permanently to the public then the provisions of paragraph 7.3 and/or

7.4 shall apply in relation to the Railway Arch Link for which the Necessary Consents have been terminated or withdrawn.

7.3 In respect of the Northern Arch Link, where the circumstances described in paragraph 7.1 arise or this paragraph is triggered by the events described in paragraph 7.2 then:

- (a) the Council shall in writing provide the Owner with its programme and estimated cost for carrying out the Existing Underpass Improvement Works (St James Road) and confirmation that it has all necessary consents to proceed with such works;
- (b) the Owner shall pay the estimated costs within 20 Working Days of receiving the information specified in paragraph 7.3(a);
- (c) the Council shall carry out the Existing Underpass Improvement Works (St James Road) in accordance with the agreed programme and upon practical completion of the works it shall provide written evidence to the Owner of the actual costs incurred in carrying out the works;
- (d) where the actual costs evidenced pursuant to paragraph 7.3(c) exceed the estimated costs paid pursuant to paragraph 7.3(b), the Owner shall pay the balance within 20 Working Days of receiving the evidence of actual costs incurred;
- (e) where the actual costs evidence pursuant to paragraph 7.3(c) are less than the estimated costs paid pursuant to paragraph 7.3(b), the Council shall reimburse the balance to the Owner within 20 Working Days of serving the evidence of actual costs incurred,

PROVIDED THAT:

- (f) the total aggregated liability of the Owner under this paragraph 7.3 and paragraph 7.4 below shall not exceed the Existing Underpass Improvements Contribution;
and
- (g) the Owner may independently verify the estimated or actual costs notified by the

Council pursuant to paragraphs 7.3(a) and 7.3(c) above and any disputes may be referred to the Expert under clause 11.

7.4 In respect of the Southern Arch Link, where the circumstances described in paragraph 7.1 arise or this paragraph is triggered by the events described in paragraph 7.2:

- (a) the Council shall in writing provide the Owner with its programme and estimated cost for carrying out the Existing Underpass Improvement Works (Southwark Park Road) and confirmation that it has all necessary consents to proceed with such works;
- (b) the Owner shall pay the estimated costs within 20 Working Days of receiving the information specified in paragraph 7.4(a);
- (c) the Council shall carry out the Existing Underpass Improvement Works (Southwark Park Road) in accordance with the agreed programme and upon practical completion of the works it shall provide written evidence to the Owner of the actual costs incurred in carrying out the works;
- (d) where the actual costs evidenced pursuant to paragraph 7.4(c) exceed the estimated costs paid pursuant to paragraph 7.4(b), the Owner shall pay the excess within 20 Working Days of receiving the evidence of actual costs incurred;
- (e) where the actual costs evidence pursuant to paragraph 7.4(c) are less than the estimated costs paid pursuant to paragraph 7.4(b), the Council shall reimburse the excess to the Owner within 20 Working Days of serving the evidence of actual costs incurred,

PROVIDED THAT:

- (f) the total aggregated liability of the Owner under this paragraph 7.4 and paragraph 7.3 above shall not exceed the Existing Underpass Improvements Contribution; and

- (g) the Owner may independently verify the estimated or actual costs notified by the Council pursuant to paragraphs 7.4(a) and 7.4(c) above and any disputes may be referred to the Expert under clause 11.

7.5 Any dispute or difference between the Owner and the Council as to whether or not the Owner has used its Reasonable Endeavours to secure the Necessary Consents required for the carrying out the Railway Arch Links Improvements and provision of the Railway Arch Links shall be referred to dispute resolution in accordance with clause 11.

7.6 The obligations in paragraphs 4, 5 and 6 and 7.1 to 7.4 above shall cease to apply and shall have no further effect in relation to either one or both of the Railway Arch Links (as applicable) in the event that a third party delivers the relevant Railway Arch Link prior to Practical Completion of the Development.

8 PUBLICLY ACCESSIBLE ROOF TERRACE: DELIVERY

8.1 The Owner shall at its own cost complete the Publicly Accessible Roof Terrace and the Publicly Accessible Roof Terrace Lift prior to Occupation of 90% of the Residential Units in Building BF-F and shall retain the Publicly Accessible Roof Terrace and the Publicly Accessible Roof Terrace Lift at all times when Building BF-F remains in place and in use in accordance with the Planning Permission.

8.2 Six months prior to the anticipated date of Occupation of 90% of the Residential Units in Building BF-F the Owner shall submit a draft of the Publicly Accessible Roof Terrace Management and Maintenance Plan to the Council for approval.

8.3 The Owner shall not fully Occupy 90% of the Residential Units in Building BF-F until the Publicly Accessible Roof Terrace Management and Maintenance Plan has been approved by the Council.

9 PUBLICLY ACCESSIBLE ROOF TERRACE: MAINTENANCE

9.1 Following final Occupation of Building BF-F the Owner shall at its own cost manage and maintain the Publicly Accessible Roof Terrace and the Publicly Accessible Roof Terrace

Lift in accordance with the Publicly Accessible Roof Terrace Management and Maintenance Plan as approved by the Council.

- 9.2 The Owner may at its discretion appoint a management or operating company to secure the long term management and maintenance of the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift.

10 PUBLICLY ACCESSIBLE ROOF TERRACE: ACCESS

- 10.1 Subject to paragraphs 10.2 to 10.9 below the Owner shall from Occupation of 90% of the Residential Units in Building BF-F keep the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift open and available to the public for access on foot and in wheelchairs free of charge during Opening Hours.

- 10.2 The Owner is permitted to temporarily close any part of the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift in any of the following circumstances:

- (a) if such closure is reasonably and urgently necessary for public safety or emergency maintenance;
- (b) if such closure is requested by the police or fire services;
- (c) for maintenance, cleaning, repair or renewal;
- (d) the construction inspection maintenance repair renewal rebuilding or demolition or development of any buildings and structures on the Land and on adjoining land;
- (e) during adverse weather conditions which threaten public safety; and
- (f) for the holding of events or exhibitions:
 - (i) open to the public at large but for which admission is on payment of a reasonable fee reflective of similar events; or

- (ii) which are private events, exhibitions or similar functions (to which the public at large are not admitted even on payment of a fee),

PROVIDED THAT such events, exhibitions or other similar events shall not take place on more than 20 days in any calendar year and of those no more than 5 days shall be in any calendar month unless approved by the Council,

AND PROVIDED FURTHER THAT the Owner shall reopen that part of the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift as soon as reasonably practicable.

- 10.3 The Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift shall remain private land and shall not become public highway or public open space and may be closed to the public at least one day per year to prevent public or private rights from coming into being by means of prescription or other process of law.
- 10.4 The Owner is permitted to close the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift outside of Opening Hours.
- 10.5 The Owner shall be permitted to restrict the maximum number of visitors to the Publicly Accessible Roof Terrace in accordance with the Publicly Accessible Roof Terrace Management and Maintenance Plan.
- 10.6 The Owner may eject from or refuse access to the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift any person conducting themselves in a disorderly manner or behaving indecently or causing a nuisance or an annoyance.
- 10.7 Save insofar as the same is insured by the landlord or operator of Building BF-F the Owner shall keep the Publicly Accessible Roof Terrace properly insured.
- 10.8 The Owner shall review the Publicly Accessible Roof Terrace Management and Maintenance Plan in such manner as the approved Public Roof Terrace Management and Maintenance Plan may provide and in any event no more than once every 12 months after Occupation of Building BF-F.

10.9 The Owner shall adopt such changes to the Publicly Accessible Roof Terrace Management and Maintenance Plan as may be approved by the Council.

11 PLAY SPACE CONTRIBUTION

11.1 The Owner shall pay the Play Space Contribution to the Council in the following instalments:

- (a) £33,333.33 Index Linked prior to the Occupation of Phase 1;
- (b) £33,333.33 Index Linked prior to the Occupation of Phase 2; and
- (c) £33,333.33 Index Linked prior to the Occupation of Phase 3.

12 STREET TREE MAINTENANCE CONTRIBUTION

12.1 The Owner shall pay the Street Tree Maintenance Contribution to the Council prior to first Occupation of the Development.

12.2 The Owner shall not Occupy the Development until the Street Tree Maintenance Contribution has been paid to the Council.

13 CULTURAL STRATEGY

13.1 The Owner shall submit the Cultural Strategy to the Council for approval (in consultation with the GLA) prior to the Occupation of the Development (excluding the School) and shall not Occupy the Development (excluding the School) unless and until the Cultural Strategy has been approved.

13.2 The Owner shall implement the approved Cultural Strategy.

SCHEDULE 9

School

1 SCHOOL DEVELOPMENT AGREEMENT

1.1 The Owner covenants with the Council to keep the Council regularly informed of steps taken by the Secretary of State to satisfy the Funding Condition and in doing so the Owner shall:

- (a) provide the Council with written reports summarising meetings and agreed actions aimed at satisfying the Funding Condition; and
- (b) if requested by the Council, afford the Council an opportunity to attend meetings between the Owner and the Secretary of State's Representative and for the Council to request information from the Secretary of State's Representative evidencing the steps taken to satisfy the Funding Condition,

SAVE THAT it is hereby acknowledged and agreed by the Council that any information received relating to the tendering of the contract for the appointment of the contractor to construct the School will be treated as confidential information and shall not be disclosed to a third party without the prior approval of the Owner and the Secretary of State's Representative.

2 DELIVERY OF THE SCHOOL

2.1 Subject to the satisfaction of the Funding Condition, the Owner shall:

- (a) in Phase 1 demolish the existing buildings on the School Site and otherwise make the School Site ready for the construction of the School by the School Provider in accordance with the terms of the School Development Agreement;
- (b) provide such assistance to the School Provider as is required under the terms of the School Development Agreement in order to facilitate the construction of the

School mindful of the common desire between the Parties to bring forward the School as soon as possible as part of Phase 1;

- (c) provide the Council with quarterly written reports summarising progress of demolition of existing buildings on the School Site and subsequently steps taken to facilitate the construction of the School; and
- (d) subject to the prior construction of the School by the School Provider and the terms of the School Development Agreement, grant the School Site Lease.

3 USE

3.1 Following the Commencement of Development and subject to paragraph 3.2 below, the Owner covenants not to use or permit the School Site or any part of it to be used for any purpose other than as a School.

3.2 In the event that the Owner has complied with its obligations under paragraph 2 above and either:

- (a) the Funding Condition is not satisfied within forty eight months of the Grant Date; or
- (b) the School Development Agreement is terminated prior to the completion of the construction of the School,

the Owner shall use reasonable endeavours to facilitate the provision of an alternative viable education use of the School Site for a further period of twelve months from the appropriate event referred to in 3.2(a) and/or 3.2(b) above.

3.3 If demand for a viable alternative education use on the School Site is established within the 12 month period identified in paragraph 3.2 above the Owner shall for a further 12 months seek to facilitate such use.

3.4 If there is:

- (a) no current demand for an alternative viable education use on the School Site within the 12 month period identified in paragraph 3.2 above; or
- (b) all necessary consents and funding for such use have not been secured within the 12 month period identified in paragraph 3.3 above,

and satisfactory evidence of the same is provided to the Council (acting reasonably) then the Owner shall be released from all of the obligations contained in this schedule and subject to obtaining planning permission shall be permitted to bring forward alternative uses and development proposals for the School Site.

3.5 The requirements of paragraph 1.1 of this schedule shall apply *mutatis mutandis* to paragraphs 3.2 and 3.3.

SCHEDULE 10

Blue Shopping Centre

1 THE BLUE BERMONDSEY BID

1.1 At the invitation of the board of BIDCo, the Owner shall continue to support the objectives of the Blue Bermondsey BID set out in paragraph 1.2 below (as may be amended from time to time) by participating as a board member of BIDCo for the duration of the BID Second Term and any subsequent term.

1.2 The objectives of the BIDCo are:

- (a) to provide, promote, facilitate and advance directly or indirectly the Blue Bermondsey BID as a better place to live, work and visit;
- (b) to provide, promote and advance directly or indirectly the regeneration and economic and social well-being of the Blue Bermondsey BID;
- (c) to promote and advance directly or indirectly and assist business in the Blue Bermondsey BID;
- (d) to secure or procure the objectives and aspirations set out in the proposal document for the Blue Bermondsey BID;
- (e) to advance, provide and promote the arts and public education in the arts;
- (f) to provide and promote the advancement of education and learning, including training in skills relevant to securing employment;
- (g) to improve, directly or indirectly, environmental standards, reduce crime, increase investment, enhance investment performance and promote schemes to improve the environmental quality of the Blue Bermondsey BID;

- (h) to procure, promote or carry out any form of entertainment in the Blue Bermondsey BID; and
- (i) to support redevelopment of property so as to enhance the built environment and where appropriate to preserve, repair and maintain (directly or indirectly) for the benefit of the general public buildings of historical or architectural interest, and to support the conservation, protection and improvement (where appropriate) of the physical and natural environment in the Blue Bermondsey BID.

2 **COMMERCIAL LETTINGS**

For a period of 10 years from Practical Completion of each Building which contains Commercial Floorspace the Owner shall not approach any person, company or entity that is a tenant within the Blue Bermondsey BID at the date of this Deed with the intention of encouraging them to let or otherwise Occupy of any Commercial Floorspace within the relevant Building unless agreed in writing by the BIDCo and the Council.

SCHEDULE 11

Affordable Workspace

1 AFFORDABLE WORKSPACE DELIVERY

- 1.1 To construct the Affordable Workspace in accordance with the Affordable Workspace Specification.
- 1.2 Not to Occupy any Residential Unit within a Building within which Affordable Workspace is located unless and until such Affordable Workspace within that Building has been Practically Completed in accordance with the Affordable Workspace Specification.

2 MARKETING

- 2.1 Not to Occupy any Affordable Workspace unless and until an Affordable Workspace Marketing Strategy for that Affordable Workspace has been submitted to the Council for its approval in writing.
- 2.2 On Practical Completion of any Building within which Affordable Workspace is located, to implement the approved Affordable Workspace Marketing Strategy insofar as it relates to that Building.
- 2.3 To notify the Council in writing when any Affordable Workspace has been Practically Completed and is available for lease and Occupation.

3 MANAGEMENT

- 3.1 Not to Occupy any Affordable Workspace unless and until an Affordable Workspace Management Plan for that Affordable Workspace has been submitted to the Council for its approval in writing.
- 3.2 On Occupation of Affordable Workspace in any given Building to implement the approved Affordable Workspace Management Plan insofar as it relates to that Building.

4 AFFORDABLE WORKSPACE LEASE

- 4.1 For each Building in which Affordable Workspace is located, to use reasonable endeavours to agree terms of an Affordable Workspace Lease with an Affordable Workspace Provider.
- 4.2 If terms are not agreed with an Affordable Workspace Provider for any reason, to inform the Council of the reasons within 10 Working Days of the end of negotiations and in such circumstances the Owner may at its absolute discretion elect to either:
- (a) reopen negotiations incorporating any reasonable recommendations put forward by the Council;
 - (b) enter into negotiations with an alternative Affordable Workspace Provider; or
 - (c) manage the Affordable Workspace itself.
- 4.3 The final form of the Affordable Workspace Lease with any Affordable Workspace Provider or which is to apply to an Eligible Affordable Workspace Tenant shall be approved in writing by the Council prior to the grant of such lease (such approval not to be unreasonably withheld or delayed).
- 4.4 To use reasonable endeavours to enter into an Affordable Workspace Lease prior to Occupation of any Residential Units in any Building in which Affordable Workspace is located and not to Occupy any such Residential Units until the Owner has either:
- (a) entered in an Affordable Workspace Lease for the Affordable Workspace within that Building; or
 - (b) notified the Council that the said Affordable Workspace has been Practically Completed and is available for Occupation.

5 RESTRICTION ON USE

- 5.1 Subject to paragraph 5.2 below not to use the Affordable Workspace other than in accordance with the terms of this schedule 11 for a period of 25 years starting from the date on which the relevant Affordable Workspace Unit is Practically Completed.
- 5.2 Nothing in paragraph 5.1 above shall prevent the Owner from commercially Occupying or leasing any part of the Affordable Workspace on a rolling temporary basis (each temporary letting not exceeding 6 months) during any period where the Owner and the Council agree (acting reasonably and providing each other with copies of all relevant documentation and evidence) that there is no demand for the Affordable Workspace from Affordable Workspace Providers and/or Eligible Affordable Workspace Tenants and in such circumstances the Owner shall take all steps necessary to make such parts of the Affordable Workspace available for lease and Occupation by either an Affordable Workspace Provider or an Eligible Affordable Workspace Tenant in accordance with paragraph 5 as soon as reasonably practicable after the Council demonstrates that demand has returned for the Affordable Workspace.
- 5.3 Paragraphs 1, 2, 3 and 4 of this schedule 11 shall cease to apply and shall be of no further effect following the expiry of the 25 year period referred to in paragraph 5.1.

SCHEDULE 12

Wheelchair Residential Units

The Owner covenants with the Council as follows:

- 1 **PROVISION OF WHEELCHAIR RESIDENTIAL UNITS**
- 1.1 To market the Wheelchair Residential Units for the duration of the Wheelchair Unit Marketing Period in accordance with the provisions of this schedule 12.
- 1.2 The marketing shall be conducted to ensure that the Wheelchair Residential Units are marketed as wide an audience as possible through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 1.3 below and the marketing details shall include separate marketing material specifically aimed at wheelchair users and confirm the size of the rooms and specification and state that the unit shall be fully fitted.
- 1.3 The Wheelchair Residential Units shall be advertised as a minimum in the following places (as appropriate):
 - (a) www.accessible-property.org.uk;
 - (b) on www.thehouseshop.com (linked to the Accessible Property Register and with a part of the website dedicated to accessible property);
 - (c) on www.habinteg.org.uk;
 - (d) on the Homes for Londoners website;
 - (e) on the Owner's own marketing material;
 - (f) on the hoarding around the Site;
 - (g) in print in SAGA Magazine;

- (h) in print in 50 Plus Magazine; and
 - (i) two local Borough newspapers; or
 - (j) such other place as reasonably requested by the Council.
- 1.4 To inform the Council in writing of the marketing undertaken in respect of the Wheelchair Residential Units.
- 1.5 Not to permit Occupation of a Wheelchair Residential Unit to those not in need of wheelchair housing unless details of the marketing undertaken pursuant to this schedule 12 (supported by such evidence as the Council may reasonably require (including but not limited to the date of first advertisement and web-posting of the unit and evidence of continual marketing throughout the marketing period)) has been submitted to the Director of Planning for approval.
- 1.6 So long as the Wheelchair Residential Units in a Building are available for letting to keep a register of expressions of interest from those in need of wheelchair housing who have given their consent to their details being entered onto the said register and as and when a Wheelchair Residential Unit becomes available to re-let to approach persons on the said register and to make the Wheelchair Residential Unit available to any person in need of wheelchair housing on the register who is able to take up an offer of a tenancy SUBJECT TO any statutory or other legislative provisions which would restrict the Owner's ability to prepare or maintain such a register.

SCHEDULE 13

Council's Obligation

1 COUNCIL'S OBLIGATIONS

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Site and Development Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council agrees to use the Site and Development Contributions for the purposes for which they are paid.
- 1.3 The Council agrees to pass the TfL Contributions to TfL as soon as reasonably practicable following receipt from the Owner.
- 1.4 To the extent that any of the Site and Development Contributions have been provided and the purpose for which they have been provided can be reasonably provided by the Council for less than the corresponding amount identified for its provision and in respect of which the contributions have been paid, the resulting surplus and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Deed.
- 1.5 The Council agrees to assist the Owner with access to Council commissioned and governed employment skills and brokerage services to enable it to meet its targets in respect of the Employment and Training and local procurement obligations in schedule 7.
- 1.6 The Council agrees to enter into such Highways Agreements as are required to complete the Highway Works and to assist the Owner in completing the Highway Works.
- 1.7 The Council agrees to deliver signage in accordance with the approved Legible London Strategy and to apply the Legible London Contribution for this purpose.

1.8 The Council agrees to prune any regrowth on the Street Trees towards the Development no less than once every two years and the Council shall apply the Street Trees Contribution for this purpose.

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.

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

John Finlay
Authorised Signatory

JOHN FINLAYSON
NAME (BLOCK)
Head of Development
Management
Position

[Signature]
Authorised Signatory

DEBBIE JACKSON
NAME (BLOCK)
Director Gift Environment
Position

32179

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



the presence of:

K. Reed

Authorised Signatory

KATHARINE REED

Executed as a Deed by

SOUTHWARK GP NOMINEE 1 LTD acting by:

SIMON HARDING ROOFS

Signature of Director:

Simon Harding

Signature of Witness:

CR

Name of Witness:

CHARLIE REID

Address of Witness:

ASHURST LLP LONDON FRUIT & WOOL EXCHANGE
1 DOVAL SQ LONDON E1 6PW

Occupation of Witness:

SOLICITOR

Executed as a Deed by

SOUTHWARK GP NOMINEE 2 LTD acting by:

Signature of Director:

SIMON HARDING-ROOPE



Signature of Witness:



Name of Witness:

CHARLIE REID

Address of Witness:

ASHURST LCP, LONDON FRUIT + WOOL EXCHANGE

1 DUVAL SQ LONDON E1 6PN

Occupation of Witness:

SOLICITOR

APPENDIX 1

Template Nominations Agreement

SOUHAG NOMINATIONS AGREEMENT 2009

<i>Introduction</i>	1
<i>Nomination Arrangements</i>	2
<i>Procedures</i>	3
<i>Quotas</i>	4
<i>Supported housing</i>	5
<i>Shared ownership</i>	6
<i>Equal opportunities</i>	7
<i>Monitoring</i>	8
<i>Staffing Liaison</i>	9

APPENDIX 1

<i>Definition of True voids</i>	
<i>Definition of a True-Void.</i>	1
<i>True-Voids</i>	2
<i>Non True-Voids</i>	3
<i>Other Voids</i>	4

APPENDIX 2

<i>RSL Nomination Procedures</i>	
<i>Nomination Request</i>	1
<i>Nomination Supply</i>	2
<i>Results of Nomination</i>	3
<i>Appeals Process</i>	4

APPENDIX 3

<i>Co-op/TMOs Nomination Procedures</i>	
<i>Nomination Request</i>	1
<i>Nomination Supply</i>	2
<i>Results of Nomination</i>	3
<i>Appeals Process</i>	4

APPENDIX 4

Information Sharing

APPENDIX 5

A Strategic Partnership with RSLs to Meet Housing Need in Southwark.

SOUHAG Nominations Agreement
2009 REVISION

1 INTRODUCTION

- 1.1 *This Agreement consolidates and updates the SOUHAG Nominations Agreement 2001.*
- 1.2 *The purpose of the Agreement is to clearly set out nomination arrangements by Southwark Council to vacant Registered Social Landlord (RSL) (including RSL Co-ops) properties in Southwark, and the borough's nominations entitlement to new build developments, and subsequent lettings.*
- 1.3 *The agreement will seek to meet housing need by ensuring that any applicants nominated from Southwark's Housing List meet the criteria as set out by the Housing Act 1996 and Homelessness Act 2002. This agreement also takes into account the good practice guide entitled "Partners in meeting Housing Need" produced by the Association of London Authorities, and the London Boroughs Association.*
- 1.4 *Since the last Nomination agreement the Council has moved to a choice based letting policy which supports customer choice and helps build sustainable communities and this agreement therefore reflects this change.*
- 1.5 *The agreement also takes into account the considerable challenges the Council faces in tackling housing need over the next few years. Challenges which include:*
- *the need to halve the numbers of households in temporary accommodation by 2010*
 - *reduce overcrowding*
 - *meet the demands of the Council's large regeneration programme.*

This agreement is an interim stage in the move towards the aims outlined in the paper, "Strategic Partnership with RSLs to Meet Housing Need in Southwark" which is attached as appendix 6.

1.6 *The Agreement has been developed jointly by Southwark Council and Southwark Housing Associations Group (SOUHAG), both of whom are committed to a close and effective relationship in order to meet housing need and make the most effective use of the housing stock in the borough.*

2 NOMINATION ARRANGEMENTS

2.1 *Southwark Council and SOUHAG members jointly undertake to comply with the policy and procedures set out below.*

2.2 *The Nominations Policy Guide (set out in Appendix 1).*

2.3 *RSLs will offer nomination rights to the Council of:*

- *one bed units - 50% of true voids*
- *two bed+ units - 75% of true voids*

where housing has been delivered as a result of a Section 106 development or provided with public funding (Housing Corporation , Recycled Capital Grant) other than through the Council.

Where the Council has provided funding or land or some other subsidy, the Council will receive 100% of nominations on such properties for the first 2 years of the scheme from the date of the first tenancy.

Details are outlined further in Section 4 Quotas.

2.4 *For the purpose of this policy, setting targets and quotas, true voids are defined as set out in Appendix 2.*

2.5 *All RSLs will submit annual nomination projections to the Council. The Council will use these projections to assist in the development of yearly nominations targets for RSLs with a reasonable stock holding in the borough.*

- 2.6 *All RSLs will be required to provide monthly submissions on their nominations performance using a standard pro-forma to be provided by the Council. The Council will monitor nomination performance, and produce regular reports for consideration by SOUHAG and the Council every six months. Where an RSL fails to meet the target set, without good reason, they will be expected to meet the shortfall within the following six month period.*
- 2.7 *This agreement will be reviewed on a 2 yearly basis, to account for changes in policy or legislation and address current issues. The review will be brought forward where changes in policy or legislation demand a more urgent review.*
- 2.8 *The Council will provide a designated officer in the Housing Options section whose responsibility will be nominations liaison work. Nominations will be provided within an agreed timetable. RSLs should notify the Council's liaison officer when their officer changes and provide the relevant contact details.*
- 2.9 *The Council will assist in providing RSL staff with a basic training in Council procedures, as they relate to nominations issues, where requested.*
- 2.10 *The Council will ensure the availability of an up to date leaflet on its lettings policies including nominations to RSLs and this will be made available in public areas and on request. RSLs will be required to publish details of their allocation policy to nominees and other interested parties and seek approval from the Council. Any amendments to the RSLs allocations policies will need to be agreed by the Council.*

3 PROCEDURES

- 3.1 *The Council will normally make one nomination per property. In exceptional circumstances some flexibility in this arrangement may be agreed by negotiation between the Council and the managing RSL.*
- 3.2 *In the case of co-ops/TMOs a maximum of 3 nominees may be interviewed at a time. Co-ops are to accept the first priority nominee unless they are able to justify their reasons for not doing so in writing and these reasons are agreed by the Council.*

- 3.3 *When more than one nomination is made, priority order for consideration will be specified by Southwark. Second or third ranked nominations should be regarded as reserves and not interviewed by RSLs unless the first nomination has failed. (For Co-ops separate arrangements would be made for reserve nominations.)*
- 3.4 *The housing association liaison officer (see section 9 below) will on a weekly basis email all RSLs that have nominations outstanding beyond the target time of 10 days.*

RSLs must provide updates every Friday for unresolved nominations. The full procedure guide is contained in Appendix 3.

Procedures for Co-ops differ from those of RSLs and so procedures for making nominations to Co-ops can be found in Appendix 4 as Co-op Nominations Procedures.

4 QUOTAS

4.1 Public Funding

Where housing has been provided with public funding (Housing Corporation , Recycled Capital Grant) other than through the Council, RSLs are expected to offer 50% of "true voids" to the Council. This figure increases to 75% for 2 bed+ units (see para 2.3). These schemes will also be subject to Sub Regional nominations arrangements, details of which are contained in the "Protocol for Cross Borough Nominations within the South East London Housing Partnership". The agreement can be found at www.southeastlondonhousing.org.

4.2 Local Authority Funding

Where the Council has provided funding or land or some other subsidy, higher quotas will be agreed as follows:

The Council will receive 100% of nominations on such properties for the first 2 years of the scheme from the date of the first tenancy. This will be monitored by the Council.

- (a) *On conclusion of the 2 year period, arrangements for the property will revert back to the arrangements outlined in Section 2 - Nomination Arrangements.*
- (b) *This arrangement will be reviewed in 2 years from the implementation of this agreement.*

4.3 No Public Funding (i.e. Section 106)

In the case of housing which has been provided without public funding, arrangements on the property will be as outlined in Section 2 - Nomination Arrangements (see para 2.2.).

5 SUPPORTED HOUSING

5.1 *All RSL supported housing providers must provide regular monitoring information to the Council.*

5.2 *All RSL supported housing providers must have referral agreements with the Council for each scheme.*

5.3 Shared supportive accommodation

Shared supportive accommodation should not be seen as falling within the SOUHAG Agreement. Most agencies managing such accommodation in Southwark are covered by Supporting People contractual requirements.

5.4 Sheltered accommodation

All sheltered accommodation will normally be covered by the SOUHAG Agreement. Any exceptions may be negotiated with the Council.

6 SHARED OWNERSHIP (and other low cost home ownership schemes)

6.1 *All RSLs providing shared ownership accommodation or any other low cost home ownership scheme (e.g. New Build Homebuy) will work closely with the Council and the*

Zone Agent on nominations and priority groups for each development/ scheme in order to ensure agreed targets are met. The common priorities for intermediate housing in the South East Sub Region are set out in "A strategy for Intermediate housing in the South East Sub Region" which can be found at www.southeastlondonhousing.org.

- 6.2 *RSLs notified of shared ownership resales must use their best endeavours to ensure that agreed priority groups are informed of said resales.*

7 EQUAL OPPORTUNITIES

The Housing Register includes disproportionately high percentages of disadvantaged groups. The Agreement aims to improve the housing opportunities of those on the register and should benefit disadvantaged groups.

8 MONITORING

- 8.1 *RSLs will provide nominations information to Southwark on a monthly basis for monitoring, in order to enable the production of reports (see paragraph 2.5) to SOUHAG Management. It is important that RSLs provide correct and timely information in order to facilitate an accurate report. Continued failure by an RSL to provide monitoring information will be taken into account when reviewing an RSL's overall performance within the borough.*

- 8.2 *RSLs are also be required to participate in Continuous Recording (CORE) of lettings data scheme.*

9 STAFFING AND LIAISON

- 9.1 *Southwark will provide a designated officer in the Housing Options Service Housing Needs Section who will deal with RSL nominations. This officer will:*

- supply nominations;*
- monitor outstanding nominations;*
- deal with housing association queries on nominations; and*

- *inform nominees of nomination.*

When this officer is absent appropriate cover will be provided by the Council. Similar cover will also be provided by RSLs in case of absence.

- 9.2 *Southwark will also provide staff to meet regularly with RSLs, in the form of Housing Association Liaison (HALO) meetings and at least annually, to agree true voids quotas and targets.*

The true voids, quota and targets to be monitored by the Council.

APPENDIX 1

Voids

1 Definition of True Void

Introduction

- 1.1 *The definition of "true void" is crucial as it defines the basis on which the nomination entitlement of the Council to housing association vacancies is calculated. Under any nomination agreement the Council would be entitled to a percentage of all true voids.*
- 1.2 *It is agreed that all RSLs should adopt a common definition. As far as practicable this definition should be similar to the definitions currently used by the majority of RSLs. This should ensure maximum understanding of the definition by associations and the Council and facilitate future monitoring.*

2 True Voids

- 2.1 *The definition of true void adopted generally follows the model recommended in "Partners in Meeting Housing Need". A true void should comprise those properties which represent an actual housing gain:*
- (a) *All voids within new build/newly acquired and newly rehabilitated schemes.*
 - (b) *Voids created when a tenant moves to another landlord where no reciprocal arrangement exists.*
 - (c) *Voids created by the death of a tenant where there is no right of succession.*
 - (d) *Voids created by tenants buying their own property in the private sector.*
 - (e) *Voids created by eviction or abandonment of the property.*
 - (f) *Where a true void that should normally be made available to Southwark is used by*

the RSL for decant purposes, the property vacated by the tenant will be treated as a replacement true void.

3 Non -True Voids

3.1 *Non-true voids do not represent any real housing gain. They are:*

- (a) *Voids created through tenant transfers.*
- (b) *Voids created through rehousing via a reciprocal mobility scheme.*
- (c) *Voids created by mutual exchanges.*
- (d) *Voids created by decants where tenants are returning.*

3.2 *Voids in category d) should be "netted off" the overall total of true voids before calculating the quota of lettings due to the Council. (Properties with returning decants should not be included in true void calculations).*

4 Other voids

4.1 *There are some voids not subject to usual quota arrangements i.e. not covered by true void / non true void arrangements , for example Homebuy, , RSL own internal Under occupiers, (except Small is Beautiful).*

4.2 *On such schemes where arrangements are made as part of the funding conditions, which will prevail over quota arrangements. i.e. Section 106 and NAHP (National affordable Housing Programme).*

APPENDIX 2

RSL Nominations Procedures

Targets on time-scales for results of nomination will be agreed by SOUHAG and will ensure that void periods and the time households are suspended from the Council's allocations system are minimised. Southwark operates a choice-based lettings scheme and properties are advertised in the weekly Home search magazine and Website. Applicants are invited to bid for available vacancies and bidding currently closes on Monday. The timescales set out below are compliant with this scheme and contribute to reduced void turnaround times as applicants are exercising a positive choice to bid for a property. Where an applicant exercises their right to refuse a property the details of the next short listed applicant on the list will be supplied.

These notification periods will be as set out in the table below:

Nomination Order	Southwark response period upon close of bidding void by RSL.	RSL notification period to Southwark on receipt of nomination.
1	2 days*	10 days
2	2 days	3 days

** This timescale is defined by the Home search advertising and bidding process. However, given that applicants are actively expressing a preference for a property, this results in fewer refusals. Even in the event of a refusal by the first applicant, details of the second applicant on the list can be supplied quickly.*

In addition to the nominations pro-forma ideally the RSL should ideally provide an electronic file containing a photograph of the property for marketing in the Home search magazine, and full details to assist in marketing the property such as proximity to transport, shops etc.

If property is refused, nominations will be continues to be provided from the housing shortlist. One the Council is e-mailed details of a refusal, a replacement nomination will be provided within 2 days. However, if after 3 nominations there is no acceptance, discussion will take place between

Southwark and the RSL on whether the RSL intends to withdraw the property or wishes to seek a further nomination. The RSL will have the right to withdraw the nomination and offer it to someone on their own list.

This must be duly recorded on LBS monitoring sheet, and the next available, and equivalent property should be offered to LBS.

In the case of a nominee not being accepted by an RSL, or

a Nominee refusing the allocated property, The RSL must provide clear reasons in writing for the failure to let (refer to appeals procedure).

1 Nomination Request

1.1 *RSLs will fax or e-mail a nomination request on the standard pro forma.*

1.2 *RSL should provide the Council with the following notice periods in advance of a property being ready:*

- *4 weeks – Relet;*
- *8 weeks - Rehabs or new build properties; and*
- *on large developments/schemes agreement will be arranged between Southwark and the RSL.*

2 Nominations Supply

2.1 *The Council must supply nominations on standard pro forma within a maximum of 2 working days (i.e. on closure of the bidding period). All Council nominees are notified by letter by the Housing Options Section.*

2.2 *In all cases where the RSL is considering rejecting a nomination they must provide clear reasons in writing to the borough.*

3 Results of Nomination

- 3.1 *Regardless of whether a property is ready for letting or not, the Council must be notified of a result within 10 working days of receiving Southwark's nomination, using the standard pro forma. This time limit should be monitored by the designated Council officer and the RSL. It should be achievable in all but the most exceptional circumstances. Acceptances must be e-mailed to the Council before the tenancy date.*
- 3.2 *The time limits are not only to improve efficiency - but are also necessary so as not to disadvantage unsuccessful nominees, by suspending them from other offers for long periods of time.*
- 3.3 *There may be exceptional circumstances which cause delay and in these situations negotiation with Southwark is required.*
- 3.4 *As soon as a result is received the Council will amend its own records accordingly reinstating any unsuccessful nominees.*
- 3.5 *Attempts should be made by the RSL to obtain full refusal reason(s) from a nominee and then provide this information to the Council on the monitoring sheet.*

4 Appeals Process

- 4.1 *In cases of direct offers, certain nominees will have the right to appeal, dependent on their reason for refusing, in line with the Council's normal Appeals Policy.*
- 4.2 *Each RSL will be supplied with a stock of Appeals Forms.*
- 4.3 *If a nominee in receipt of a direct offer wishes to appeal against an offer, they will be issued with an Appeals Form to be completed by both the applicant and the RSL.*
- 4.4 *The completed Appeals Form will be e-mailed to Southwark's Housing Options department within 24 hours.*

- 4.5 *The Appeals Panel notifies the applicant within 5 working days of the decision.*
- 4.6 *The RSL will be notified of the decision of the Appeals Panel by Housing Options within 7 working days of receipt of the Appeal Form.*
- 4.7 *If an appeal is successful , the RSL will be notified and a further nomination made in line with the nominations agreement.*
- 4.8 *If an appeal is unsuccessful , the Council will notify the applicant who will be given 48 hours to contact the association from receipt of notification. If no contact is made , the RSL will notify the Council , the offer will be deemed to be refused and a further nomination will be made.*
- 4.9 *If for whatever reason , the Council cannot make a decision regarding the appeal within 7 days, the RSL will be kept informed of any reasons for delay. If the decision is unreasonably delayed , because of a failure to act by an applicant Southwark will discuss options for a replacement nominee with the RSL.*
- 4.10 *If a nominee refuses a direct offer without giving a reason (including no contact) this will be deemed to be a refusal without appeal.*

APPENDIX 3

Co-op/TMO Nominations Procedures

Targets on time-scales for results of nomination will be agreed by SOUHAG and will ensure that void periods and the time households are suspended from the Council's allocations system are minimised.

These notification periods will be as set out in the table below:

Nomination Order	Southwark response period upon close of bidding by co-op	Co-op notification period to Southwark on receipt of nomination.
1	2 days	10 days
2	2 days	10 days
3	2 days	10 days

A maximum of three nominations will be supplied to the co-op at any one time for each void property. These will be marked as first or second priority by the Council. The co-op may interview both nominees but will be expected to accept the first priority nominee unless it can justify its reasons for not doing so in writing, and the Council is satisfied that the reasons are valid.

If a property refused by 1st and 2nd bidders, nominations will continue to be provided from the housing list.

Similarly, in the case of a nominee refusing the allocated property, the co-op must also notify Housing Options of refusal to ensure applicants are reactivated in order to enable them to bid again and not disadvantage them.

1 Nomination Request

- 1.1 *Co-ops will fax or e-mail a nomination request on the standard pro forma.*
- 1.2 *The co-op should provide the Council with the following notice periods in advance of a property being ready:*
- *4 weeks – Relet;*
 - *8 weeks - Rehabs or new build properties; and*
 - *on large developments/schemes agreement will be arranged between Southwark and the co-op.*

2 Nominations Supply

- 2.1 *The Council must supply nominations on standard pro forma within 5 working days of receipt of request. All council nominees are notified by letter by the Housing Options Section.*
- 2.2 *The Council will endeavour to ensure that all nominees are provided with adequate information about co-ops and the responsibilities of being a co-op member. Nominees will be sent this information when the nomination is made and will be given the opportunity to 'opt out' of being nominated to the co-op before they are interviewed.*
- 2.3 *In all cases where the co-op is considering rejecting a nomination they must provide clear reasons in writing to the borough.*
- 2.4 *If a household is in temporary accommodation and therefore more likely to be transient, some flexibility should be allowed in response time from nominees.*

3 Results of Nomination

- 3.1 *Regardless of whether a property is ready for letting or not, the Council must be notified of a result within 15 working days of receiving Southwark's nomination, using the standard*

pro forma. This time limit should be monitored by the designated Council officer and the co-op. It should be achievable in all but the most exceptional circumstances.

- 3.2 *The time limits are not only to improve efficiency - but are also necessary so as not to disadvantage unsuccessful nominees, by suspending them from other offers for long periods of time.*
- 3.3 *There may be exceptional circumstances which cause delay and in these situations negotiation with Southwark is required.*
- 3.4 *As soon as a result is received the Council will amend its own records accordingly reinstating any unsuccessful nominees.*
- 3.5 *The refusal reason must always be given on the monitoring sheet. In addition a signature should, wherever possible, be obtained from the person refusing. If it is not possible to obtain a signature the reason must be written down on the form.*
- 3.6 *Certain nominees who have been made a direct offer will have the right to appeal, in line with the Council's normal Appeals Policy.*
- 3.7 *Each co-op will be supplied with a stock of Appeals Forms.*
- 3.8 *4.3 If a nominee wishes to appeal against an offer, they will be issued with an Appeals Form to be completed by both the applicant and the co-op.*
- 3.9 *The completed Appeals Form will be faxed to Southwark's Housing Options Service department within 24 hours.*
- 3.10 *The co-op will be notified of the decision of the Appeals Panel by Housing Options within 7 working days of receipt of the appeal form.*
- 3.11 *If an appeal is successful, the co-op will be notified and a further nomination made in line with the nominations agreement.*

- 3.12 *If an appeal is unsuccessful , the Council will notify the applicant who will be given 48 hours to contact the association from receipt of notification. If no contact is made, the co-op will notify the Council , the offer will be deemed to be refused and a further nomination will be made.*
- 3.13 *If for whatever reason , the Council cannot make a decision regarding the appeal within 7 days, the co-op will be kept informed of any reasons for delay. If the decision is unreasonably delayed , because of a failure to act by an applicant Southwark will discuss options for a replacement nominee with the co-op.*
- 3.14 *If a nominee refuses an offer without giving a reason (e.g. no contact), this will be deemed to be a refusal without appeal.*

Appendix 4

The Council is in the process of reviewing our protocol on vulnerable people and information sharing which requires the Resettlement and Referral service and supported housing services to share information about vulnerable clients and rehousing providers.

The Council also has a risk management protocol which requires risk information to be shared.

Details of the protocol will be included in the agreement when completed.

Appendix 5

A Strategic Partnership with RSLs to Meet Housing Need in Southwark

1 Context

- 1.1 *Southwark recognises that its strategic engagement with RSLs to meet the borough's housing needs requires strengthening. Feedback to the borough from the CLG, and the recent publication from the Housing Corporation 'Tackling homelessness' (Nov 2006), emphasised the requirement on local authorities to exercise a leadership role in responding to housing need, working in partnership with RSLs to tackle homelessness and overcrowding. There is also a strong onus on the RSL sector to respond to these strategic priorities as evidenced through the work of the Housing Corporation's homelessness action teams.*
- 1.2 *The borough faces considerable challenges in tackling housing need over the next few years. A key priority for Southwark is the regeneration of the borough, with one of the largest regeneration programmes in London requiring large numbers of tenants from the Heygate and Aylesbury estates having to be relocated over the next few years. The Government has also set local authorities a target to halve the numbers of households in temporary accommodation by 2010, and to eliminate the use of bed and breakfast placements other than in an emergency for 16-17 year olds. It is also possible that some form of target to tackle overcrowding will be introduced, and this is also one of the themes of the Mayor's draft housing strategy. At the same time, the borough's housing stock continues to decline at a significant rate.*
- 1.3 *There is already a process underway to increase the borough's nominations entitlement to RSL vacancies in order to respond to these pressing issues, through a review of the Council's nominations agreement. However this alone will not address the longer-term issues of how to prioritise and respond to local housing needs, in the face of ever increasing demand and reducing supply. Nor does it sit well with the Government's wish to see housing providers work in partnership with the local authority to address housing needs.*

1.4 *There are also weaknesses in the current system from a customer care perspective that must be addressed. RSL tenants often have the option to register both on their own landlord's housing list as well as the local authority's housing register. This is not an option available to council tenants or first-time applicants. Providers operate a range of lettings policies which can lead to confusion, particularly about the size of property to which applicants are entitled, and leading to some nominees being turned down by the RSL.*

1.5 *Southwark cannot tackle these issues alone. It is critical that we develop a strategic, partnership-based response with RSL providers which maximises the effective use of all of the social housing supply in the borough.*

2 **Strategic objectives**

2.1 *Southwark has the following strategic objectives to be achieved through this new approach:*

- *Better management of overall housing supply and demand in the borough;*
- *Common agreement of key priorities to address housing need across the social housing sector;*
- *Equality of access for to the Housing Register irrespective of landlord or tenure;*
- *Improved customer care and satisfaction through greater consistency for housing applicants on their options, priority for rehousing, and the size of accommodation for which they can be considered; and*
- *Simplified nominations agreement and more transparent process for monitoring RSL supply and nominations.*

2.2 *This approach will deliver benefits for Southwark as a local authority, in that it will enable its objectives as a strategic housing authority to be delivered more easily. It will deliver benefits for RSLs as they will have more of a voice in setting priorities, it will simplify or eliminate the monitoring regime to which nominations are currently subject, and it will also deliver real improvements in service delivery for housing applicants.*

2.3 *In order to achieve these objectives we feel that the best option is to move to a common*

approach to the letting of all social housing in the borough, and a single point of access for all social housing vacancies, to be administered by the local authority. This will enable all social housing lettings to be available to those most in need (irrespective of tenure), and to enable the most effective use to be made of vacant properties. This new approach would be based on the principles of choice already established under Southwark Homesearch, which we feel is the best way to bring about sustainable communities as applicants have exercised a positive choice to live in the property for which they have bid.

- 2.4 *It is recognised that many RSLs work in a number of local authority areas and that each has a different lettings policy, and that this can cause some difficulties for RSLs. However this is not considered to be adequate grounds for maintaining the status quo. Given that boroughs in London at least face similar challenges and targets, it is probable the similarities between boroughs exceed the differences. This is likely to increase with the Mayor's draft housing strategy which sets out the context and priorities by which London boroughs will be required to respond to housing need. As part of the move to a common approach, there will be scope to research good practice and how other authorities have overcome these barriers both in London and further afield.*
- 2.5 *RSLs may also be concerned about the impact on cross-borough moves for their tenants, but it is our view that these issues should be addressed collectively, for all housing applicants irrespective of tenure, and in the context of the Mayor's plans for the development of a pan-London mobility scheme.*
- 2.6 *It has been assumed that given the involvement of RSLs on Southwark's Lettings Review Working Party in 2004/05 which led to the new lettings policy and choice-based lettings, and the fact that there was broad agreement from RSLs to this approach, will form the basis for the new common approach. It is proposed that this is based on the following principles:*
- *choice-based, with vacancies advertised;*
 - *a simple banding system, easily understood by housing applicants;*
 - *priority within each band determined by date order;*

- *single point of access (single housing register); and*
- *some flexibility for a small number of vacancies (to be negotiated) to be outside these arrangements to respond to urgent needs etc., or to enable organisations to deliver on any special commitments.*

3 **Next steps**

3.1 *A steering group comprising Council and RSL representatives will then be set up to oversee the development and implementation of the new approach. SOUHAG is asked to nominate up to 5 delegates to represent a range of RSLs e.g. national, regional and local, in the sector on the steering group.*

3.2 *The revised nominations agreement will be circulated shortly and discussed in detail at the SOUHAG Management Group on 5.12.2007. However it should be noted that this is an interim measure, driven by the need to respond urgently to the priorities set out in Section 1 of this report and is separate from the discussions on the longer-term strategic approach.*

4 **Outline timetable**

Action	Lead	Date
<i>Letter of intent to RSL CEXs & notification of forthcoming invitation to meeting</i>	<i>Chris Bull, Deputy Chief Executive</i>	<i>November 2007</i>
<i>Initial meeting with RSLs Chief Executives to explain vision for strategic partnership with RSLs</i>	<i>Chris Bull, Deputy Chief Executive</i>	<i>November/December 2007</i>
<i>RSLs briefings on strategic approach to housing needs</i>	<i>Rachel Sharpe, Head of Strategy and Regeneration</i>	<i>November- January 2008</i> • SOUHAG main-

		<p>2.11.2007</p> <ul style="list-style-type: none"> • SOUHAG management- 5.12.2007
<p>Consultation and adoption of revised nominations agreement</p>	<p>Rachel Sharpe, Head of Strategy & Regeneration</p>	<ul style="list-style-type: none"> • Consultation- SOUHAG Management meeting 5.12.2007 • Adoption January 2008
<p>Identify LA & RSL lead officers</p>	<p>Rachel Sharpe/Margaret O'Brien/SOUHAG</p>	<p>January 2008</p>
<p>Set up strategic project group, including RSL strategic leads to develop new approach</p>	<p>Rachel Sharpe</p>	<p>February 2008</p>
<p>Consult on proposals</p> <p>Implement new approach</p>	<p>Rachel Sharpe/Steering group</p> <p>Rachel Sharpe/Margaret O'Brien</p>	<p>January-March 2009</p> <p>c. April 2009</p>

5 Feedback

- 5.1 This paper sets out the context, the Council's objectives and the general principles of how a common approach to meeting housing need could operate. It cannot at this stage include detailed proposals as these will emerge through the work of the steering group. SOUHAG's comments are sought on the general principles outlined in this paper.

5.2 *Report author: Claire Linnane, Policy & Performance Manager.*

5.3 *Lead officer: Rachel Sharpe, Head of Strategy and Regeneration.*

APPENDIX 2

Description of Highway Works

DRAFT HIGHWAY WORKS – S278 WORKS

Drummond Road

1. Repaving of the footway fronting the development on Drummond Road using the same type/size concrete paving slabs as per existing. Re-use existing paving slabs where possible. Replace 150mm wide granite kerbs only where required to replace existing damaged /uneven kerbs to fit with proposed footway/development threshold levels. New kerbs only required where the existing kerbs cannot be retained / repaired.
2. Where there is significant degradation as a result of construction vehicles (to be informed by the condition survey) to the development, resurface Drummond Road carriageway using bituminous material similar to the existing.
3. Construct raised entry footway carpets (i.e. continuous crossing) at the Shard Walk bell mouth and the proposed three side road accesses connecting the development to Drummond Road. Works to side road areas only.
4. Provide flush edging and surface treatment to tree pits of existing trees (to LBS standard detail) where possible to maintain safe footway surface.
5. Route to the school – the proposed crossing point on Drummond Road should be a raised Zebra crossing. The detail is to be agreed through Stage 2 RSA and s278 technical approval.
6. Where possible, existing utility covers on footway areas will be re-used. Where this is not possible, these should be replaced with recessed type covers. Statutory Undertaker's confirmation/approval required under NRSWA where covers are to be realigned or replaced.
7. Provide a clear 2metres-wide footway along the encroached section of the footway abutting this development, between the footprint of the part of this development next to it and the base of the trees on it
8. Promote a TMO to legalise any changes to traffic restrictions.
9. Upgrade street lighting on Drummond Road (x4) to current LBS standards.

Clements Road

10. Repaving of the footways on both sides of Clement's Road from its junction with Drummond Road to its junction with Webster Road using concrete paving slabs and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired.
11. Repaving of the southern footway on Clement's Road from its junction with Webster Road to its junction with St James Road/Shard Walk and concrete paving slabs and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired.
12. Construct a raised intersection carpet, using bituminous materials at the junction of Clement's Road and Webster Road together with tactile crossing on all three arms of the junction (north, east and west) and remove or relocate the nearby hump to the east of the junction.
13. Provide a clear 2metres-wide footway along the encroached section of the footway abutting this development, between the footprint of the part of this development next to it and the base of the trees on it
14. Construct a continuous crossing at junction of Clement's Road / new Service Yard access including tactile crossings.
15. Construct a continuous flush footway crossing at the junction of Clements Road and Shard Walk to prioritise pedestrians travelling west-east (and vice versa) over vehicles.
16. Where there is significant degradation as a result of construction vehicles (to be informed by the condition survey) to the development, resurface Clements Road carriageway using bituminous material similar to the existing.
17. Upgrade street lighting on Clements Road (x2) to current LBS standards.



Webster Road

18. Repaving of the footway of Webster Road fronting the development from its junction with Clement's Road to the end of the development using concrete paving slabs and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired.
19. Replace the speed cushions immediately west of the junction mentioned above with a sinusoidal hump and relocate it further to the west.

Keeton's Road

20. Repaving of the footway of Keeton's Road fronting the development from its junction with Collet Road to the end of the development using concrete paving slabs and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired.
21. Where possible, provide a clear 2metres-wide footway along the encroached section of the footway abutting this development where possible as per planning submission drawings, between the footprint of the part of this development next to it and the base of the trees on it¹.

In the event that the Southern and Northern Arch Links are delivered, the following works are proposed:

Southern Arch Link²:

22. Repaving of the footway of Bombay Street fronting the development from the arch cut through to Mick's Garage to the south and to the junction with Blue Anchor Lane to the north extending along on the eastern side of the road to the radii kerb outside property No. 31 Bombay Street.
23. Resurfacing of footway between Blue Anchor Lane and Rock Grove Way between the two vehicular access points into Rock Grove Way closest to the junction of Bombay Street and Blue Anchor Lane
24. Surface to match existing (poured insitu concrete) and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired to ensure the proposals tie in with existing materials and character
25. Replace speed cushions immediately north of the junction of Bombay Street with Blue Anchor Lane with new raised pedestrian crossover between Blue Anchor Lane to Rock Grove Way.

Northern Arch Link:

26. Resurfacing of the footway of Blue Anchor Lane fronting the development from the arch cut through as per Off-Site Highway Works (Plan 4).
27. Surface to match existing (poured insitu concrete) and new silver-grey natural granite stone kerbs where the kerbs cannot be retained / repaired to ensure the proposals tie in with existing materials and character

¹ **Note:** There is an existing section of footway with a width of 1.2m to the north eastern corner of Keeton Road that will remain.

² **Note:** The exact layout and extent of works associated with delivery of the Southern Arch Link is to be determined during the next stage of design stage once there is confirmation / detail on LBS proposals to facilitate pedestrian movement from Rock Grove Way to The Blue.

APPENDIX 3

Heads of Terms for TfL Cycle Docking Station Lease

**HEADS OF TERMS: PROPOSED LEASE OF PART RELATING TO
PROPERTY AT THE FORMER PEEK FREAN BISCUIT FACTORY AND BERMONDSEY
CAMPUS SITES, BERMONDSEY**

SUBJECT TO CONTRACT

- | | | |
|---|--------------------------------|---|
| 1 | Lease | The Landlord is to lease the Property to the Tenant for the Term. The Tenant will pay Basic Rent and not be the subject of any service, management or maintenance charge. The lease will be granted together with the Rights; and subject to the Reservations. |
| 2 | Property | The land forming the area of the Site Works to be used for the placing of the Equipment, to be shown edged red on a plan. This will form part of the Landlord's Property. |
| 3 | Landlord's Property | [Former Peek Frean Biscuit Factory and Bermondsey Campus sites] [shown edged blue on the attached plan]. |
| 4 | Landlord's Title Number | [LN116402, LN191748, SGL224052, TGL115496, TGL398911, TGL407672, TGL418086, TGL441671, and TGL442313] |
| 5 | Rights | <p>The Tenant will have the necessary rights required to carry out the Site Works and to use the Property for the Permitted Use including for the purposes of operation, servicing, maintenance of the Equipment.</p> <p>The Tenant will also have a right of access to and from the Property (on foot and/or with bicycles and/or with vehicles) through the Common Parts.</p> |
| 6 | Reservations | Landlord has the right to use and carry out works to the retained property and to access the Property (upon reasonable notice to the Tenant) to inspect the Property or |

remedy any breach of the lease by the Tenant.

Rights of light, air, support, protection and shelter for the retained property of the Landlord are also reserved.

- | | | |
|----|----------------------|---|
| 7 | Common Parts | Parts of the Landlord's Property provided or created for the common use of tenants or occupiers of the Landlord's property (such as access roads and landscaping areas which may be used in connection with the Equipment). |
| 8 | Landlord | [Southwark GP Nominee 1 Limited (Company Registration Number 08629444) and Southwark GP Nominee 2 Limited (Company Registration Number 08629445) and whose registered office is at 70 Grosvenor Street, London, W1K 3JP] |
| 9 | Tenant | Transport for London of 5 Endeavour Square, London E20 1JN. |
| 10 | Basic Rent | A peppercorn (if demanded). |
| 11 | Term | A term of 25 years, calculated from (and including) the date of the lease. |
| 12 | Equipment | Bicycle docking points and associated electrical and engineering apparatus and payment equipment. |
| 13 | Site Works | Works carried out (or procured) by the Tenant to install and maintain the Equipment at the Property, to be carried out in accordance with a standard programme of works. |
| 14 | Permitted Use | Tenant implementation (of the Site Works and use of the Equipment by subscribers to the TfL Cycle Hire Scheme. |

from use of the Property for the Permitted Use.

- 22 **Right to Suspend** Provided that the Landlord gives the Tenant notice of such suspension the Landlord has the ability to suspend the use of the Property for periods of up to 7 days provided that the total number of days that use of the Property in any calendar year shall not exceed 10 days and provided further that the suspension is necessary for the Landlord to undertake works affecting the Property or access to it. The Landlord shall be permitted to suspend for longer periods only with TfL's consent and subject to the Landlord reimbursing the Tenant for loss of revenue.
- 23 **Right to Relocate** Provided that the Landlord gives the Tenant six months' notice of such termination the Landlord has the ability to terminate the Lease and to demise to the Tenant a lease of a suitable alternative site within the Landlord's Property (such site to be determined by the agreement of the Landlord and the Tenant each acting reasonably) at no cost to the Tenant (and for the avoidance of doubt the Tenant will not be responsible for any relocation costs) on the same terms as the Lease save that the term of the new lease will be for a term that is identical to the remainder of the term of the Lease.
- 24 **Landlord and Tenant Act 1954** The lease will be excluded from protection under the Landlord and Tenant Act 1954.
- 25 **Landlord's solicitors** Ashurst LLP
- Address: London Fruit & Wool Exchange, 1 Duval Square,
London E1 6PW

Contact name: Trevor Goode

E-mail: trevor.goode@ashurst.com

26 **Tenant's solicitors**

Gowling WLG (UK) LLP

Address: 4 More London Riverside, London SE1 2AU

Contact name: Vicky Fowler

E-mail: Vicky.fowler@gowlingwlg.com

APPENDIX 4

Affordable Workspace Specification

Affordable Workspace Specification

1 Overview

This specification will set out general requirements for the Affordable Workspace in the Development.

The Owner will ensure that the specification complies with all statutory requirements and relevant regulations including disabled access. As such the specification is subject to change.

2 Specification

Fit out specification will apply to each of the Affordable Workspace units.

(a) Floor

Finished high quality concrete screed.

(b) Ceiling

Exposed concrete ceiling. Acoustic insulation to meet the requirements of Building Regulations.

(c) Walls

Thermally and acoustically insulated blockwork finished with white paint Glazing as per planning drawings.

(d) Power, Electricity and Lighting

Power supply and distribution board compliant with Building Regulations
Adequate quantity of sockets provided
LED lighting

Adequate emergency lighting

(e) **Ventilation and Heating**

Mechanical ventilation and air circulation

Adequate heating provision

(f) **WC**

Cold and Hot running water

Disabled Access WC

Wash station including worktop space and sink

(g) **Fire**

Heat detectors connected to central fire control unit as per regulations

Water sprinkler system

(h) **Telecommunications**

Facility to connect to high speed internet

(i) **Signage**

Adequate signage to be provided for in accordance with planning details

