

Dated

10th January

2019

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

- and -

ELEPHANT AND CASTLE PROPERTIES LIMITED

- and -

ELEPHANT AND CASTLE PROPERTIES CO. LIMITED

- and -

DEUTSCHE PFANDBRIEFBANK AG

- and -

UNIVERSITY OF THE ARTS LONDON

- and -

TRANSPORT FOR LONDON

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
and other powers in relation to land known as

**SHOPPING CENTRE SITE, ELEPHANT AND CASTLE, 26, 28, 30 AND 32 NEW KENT ROAD,
ARCHES 6 AND 7 ELEPHANT ROAD, AND LONDON COLLEGE OF COMMUNICATIONS SITE,
LONDON SE1**

Doreen Forrester-Brown
Director of Law and Democracy
London Borough of Southwark
160 Tooley Street
London SE1 2TZ
Ref: LEG/RP/PL/S106/64010
16/AP/4458

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THIS DEED is made the 10th day of January two thousand and nineteen

B E T W E E N

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ ("the Council");
- (2) **ELEPHANT AND CASTLE PROPERTIES LIMITED** (company registration number 04434716) whose registered office is situated at 6th Floor Berkeley Square, London, England, W1J 6ER ("the First Developer"); and **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (incorporated in the British Virgin Islands with company number 1810065) whose registered office is situated at Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110, British Virgin Islands) ("the Second Developer");
- (3) **UNIVERSITY OF THE ARTS LONDON** of 272 High Holborn London WC1V 7EY ("UAL");
- (4) **DEUTSCHE PFANDBRIEFBANK AG** incorporated in Germany (Germany company registration number HRB41054) (UK company number FC028655) and whose UK establishment office details are (BR010228) registered at 23rd Floor, 20 Fenchurch Street, London, EC3M 3BY ("the Lender"); and
- (5) **TRANSPORT FOR LONDON** of 55 Broadway, London, United Kingdom SW1H 0BD ("TfL").

W H E R E A S:

- (A) The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer owns part of the freehold interests in part of the Site and is registered as proprietor of them with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Numbers 151015, 190861, 358989, 360618, SGL473011 at the date of this Agreement.
- (C) The Developer owns part of the leasehold interests in the Site and is registered as proprietor of them with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Numbers SGL473013, SGL473014, SGL473015, SGL473016, TGL340343, TGL340344 and at the date of this Agreement.
- (D) UAL owns part of the freehold interest in the Site and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters

contained or referred to in the Property and Charges Register of Title Number TGL394476 at the date of this Agreement.

- (E) TfL owns part of the unregistered title of the Transport for London Road Network situated within the Site and also enters into this Agreement as strategic transport and highways authority by whom certain of the transport-related obligations contained in this Deed may be enforced.
- (F) LUL owns part of the freehold interest in the Site and is registered as proprietor of it with Title Absolute at the Land Registry under Title Numbers LN27055, SGL484087, SGL90605, TGL175145 and TGL442346 but is not required to be a party to this Agreement as it would not be able to implement the Planning Permission given the extent of its land interest.
- (G) The Council owns part of the freehold interest in the Site and is registered proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Numbers 170829, 177237, 271661, 294366, LN113754, LN198688, LN202123, LN220261 and TGL190331 at the date of this Agreement.
- (H) Pursuant to the Application the Developer applied to the Council for planning permission and on 3 July 2018 the Council's Planning Committee resolved to grant the Planning Permission subject to, amongst other things, the completion of this Deed, referral to the Mayor of London and the grant of planning permission and land interest for Castle Square.
- (I) Pursuant to the LBC Application the Developer applied to the Council for listed building consent and on 3 July 2018 the Council's Planning Committee resolved to grant the Listed Building Consent subject to the completion of this Deed.
- (J) The Lender has a charge over part of the East Site and has agreed to join into this Agreement in the manner hereafter provided.
- (K) The Developer has agreed to covenant with the Council that if it acquires an estate or interest in the Site which is not at the date of this Deed part of the Site bound by this Deed it will enter into supplemental section 106 agreements substantially in the form of the Confirmatory Deed in respect of such estate or interest in the Site.
- (L) Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the Parties are willing to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. **Definitions and Interpretation**

The following words and phrases shall have the following meanings unless the context otherwise requires:

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Accessible Parking Spaces"	means 34 accessible car parking spaces on the West Site and 3 accessible car parking spaces on the East Site and to be made available: • for use by residents, staff whose place of employment is the D1 use or students who are enrolled to study at the D1 use; and • solely for those who hold a Blue Badge;
"Acts"	means Section 27 of the Greater London Council (General Powers) Act 1969, Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 278 of the Highways Act 1980, Section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011, and Section 156 and Schedules 10 and 11 of the Greater London Authority Act 1999, together with all other powers enabling;
"Additional Affordable Housing"	means additional London Living Rent Habitable Rooms up to a maximum of 389 to be provided on the East Site with a commensurate decrease in the number of Discounted Market Rent Habitable Rooms following Viability Review 1 or Viability Review 2 or additional London Living Rent Habitable Rooms up to a maximum of 172 to be provided on the West Site with a commensurate decrease in the number of Discounted Market Rent Habitable Rooms following Viability Review 3;
"Administration Cost"	means Administration Cost - East Site and Administration Cost – West Site as the context permits;

"Administration Cost – East Site"	means the sum of £42,031.67 (forty-two thousand thirty-one pounds and sixty-seven pence) to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms in respect of the East Site;
"Administration Cost – West Site"	means the sum of £22,889.85 (twenty-two thousand eight hundred and eighty-nine pounds and eighty-five pence) to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms in respect of the West Site;
"Adoptable Standard"	means a standard in accordance with the Council's "Southwark Streetscape Design Manual" (Rev. Dec 2017);
"Affordable Housing Base Provision"	means the provision of 35 per cent of the Habitable Rooms comprised within the Development as Affordable Housing Units with a tenure split of 38 per cent Social Rented Habitable Rooms, 15 per cent London Living Rent Habitable Rooms and 47 per cent Discounted Market Rent Habitable Rooms;
"Affordable Housing Cap"	means 35 per cent by Habitable Room of the Residential Units within the Development with a tenure split of: (i) 38 per cent Social Rented Habitable Rooms, 48 per cent London Living Rent Habitable Rooms and 14 per cent Discounted Market Rent Habitable Rooms where the Development provides Build to Rent Units (Site Wide); and (ii) 93 per cent London Living Rent Habitable Rooms and 7 per cent Discounted Market Rent Habitable Rooms for the East Site; and (iii) 72 per cent Social Rented Habitable Rooms, 7 per cent London Living Rent Habitable Rooms and 21 per cent Discounted Market Rent Habitable Rooms for the West Site; and (iv) 50 per cent Social Rented Housing Habitable Rooms and 50 per cent Intermediate Housing Habitable Rooms, plus 15 additional Social Rent Equivalent Habitable Rooms, where the West Site provides Open

Market for Sale Units;

**"Affordable Housing
Evaluation Report"**

means a schedule of addresses within the Borough which provide Affordable Housing which may be submitted by the Council to the Developer and/or the Registered Provider and which may include a request for information (subject to compliance with data protection legislation) as to the tenure, occupants, the eligibility of the tenant to occupy the dwelling and/or such other information as the Council may reasonably require in order to monitor and ensure the satisfactory provision of Affordable Housing within the Borough;

**"Affordable Housing
Evaluation Report
Monitoring Contribution"**

means the sum of £43,560 (forty three thousand five hundred and sixty pounds) Index Linked to be paid by the Developer to the Council in two equal tranches in accordance with paragraph 1 of Schedule 2 Part 11 and paragraph 1 Schedule 3 Part 11 and applied by the Council towards the cost of the Affordable Housing Evaluation Report

**"Affordable Housing
Provider"**

means a Registered Provider, the Developer, or such other entity to manage the Affordable Housing;

**"Affordable Housing
Units"**

means the Affordable Housing Units – East Site and the Affordable Housing Units – West Site

**"Affordable Housing
Units – East Site"**

means the 165 Residential Units (553 Habitable Rooms) made up of 41 London Living Rented Units (127 Habitable Rooms) and 124 Discounted Market Rented Units (426 Habitable Rooms) to be constructed upon the East Site pursuant to the Approved Affordable Housing Mix;

**"Affordable Housing
Units – West Site"**

means the 165 Residential Units (622 Habitable Rooms) made up of 116 Social Rented Units (450 Habitable Rooms), 12 London Living Rented Units (44 Habitable Rooms) and 37 Discounted Market Rented Units (128 Habitable Rooms) to be constructed upon the West Site pursuant to the Approved Affordable Housing Mix;

"Affordable Retail Completion Notice"	means the notice served by the Developer on the Council pursuant to paragraph 6.3 of Part 6 of Schedule 2 and paragraph 1.3 of Part 6 to Schedule 3;
"Affordable Retail Marketing Strategy"	means a strategy for marketing the Affordable Retail Units in accordance with the provisions of paragraph 6 of Part 6 of Schedule 2 and paragraph 1 of Part 6 of Schedule 3;
"Affordable Retail Units"	means 10% of the total retail floorspace provided on both the East Site and the West Site as shown indicatively on the plans attached at Appendix 4 which is to be provided in accordance with the Affordable Retail Unit Specification in accordance with paragraph 6 of Part 6 of Schedule 2 and paragraph 1 of Part 6 of Schedule 3;
"Affordable Retail Unit Lease Terms"	means the minimum terms of a lease of an Affordable Retail Unit as set out in paragraph 6 of Part 6 of Schedule 2 and paragraph 1 of Part 6 of Schedule 3;
"Affordable Retail Unit Occupier"	means a retailer granted a lease of the Affordable Retail Units;
"Affordable Retail Unit Specification"	means Practically Completed to shell and core with a shop front provided by the Developer and with access to capped off services;
"Affordable Workspace"	means 10% of the flexible work/office space (Use Class B1) to be provided on the West Site as affordable workspace in accordance with paragraph 2 of Part 6 of Schedule 3;
"Affordable Workspace Lease"	means a lease of space of Affordable Workspace;
"Affordable Workspace Occupier"	means a party granted an Affordable Workspace Lease;
"After-Acquired Interest"	means a new legal or equitable interest to be hereafter created in the Site and/or any interest in the Site currently in the ownership of a party (including the Council) other than the Developer or UAL which is therefore not presently bound by or the subject to the obligations contained in this Deed;
"Agreed Carbon Targets"	means the target net CO ₂ emissions (equivalent to a 27% reduction in CO ₂ emissions over the Building Regulations 2013 Part L baseline) as set

out within the Application Energy Strategy;

"Application Energy Strategy"

means the Energy Statement dated August 2016 submitted by Hoare Lea with the Application;

"Application Viability Appraisal"

means the financial viability appraisal dated 22 June 2018 and used by the Council to determine the Application, a copy of which is appended to this Deed at Appendix 10;

"Application"

means the application for planning permission submitted by the Developer to the Council and received by the Council on 31 October 2016 to carry out the Development upon the Site (LBS Registered Numbers 16/AP/4458);

"Approved Affordable Housing Mix"

means the approved mix of Affordable Housing Units within the Development both in terms of tenure and size and as set out in Schedule 2 Part 2 and Schedule 3 Part 2 of this Agreement;

"Blue Badge"

means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

"Borough"

means the London Borough of Southwark;

"Build to Rent"

means purpose built housing which is typically 100% rented out on tenancy agreements of three years or more, and which is typically professionally managed stock in single ownership and management control;

"Building"

a building within a Phase;

"Carbon Green Fund Contribution – East Site"

means the sum of £1,213,473 (one million two hundred and thirteen thousand four hundred and seventy-three pounds) Index Linked (or such other sum agreed between the Developer and the Council pursuant to paragraph 3 of part 9 of Schedule 2) to be paid by the Developer to the Council in accordance with paragraph 1 of Part 11 of Schedule 2 and applied by the Council towards carbon mitigation measures within the Borough;

"Carbon Green Fund Contribution – West Site"

means the sum of £1,021,127 (one million twenty-one thousand one hundred and twenty-seven pounds) Index Linked (or such other sum agreed between the Developer and the Council pursuant to paragraph 3 of part 9 of Schedule 3) to be paid by the Developer to the Council in

accordance with paragraph 1 of Part 11 of Schedule 3 and applied by the Council towards carbon mitigation measures within the Borough;

"Castle Square"

means the area to the east of the Site identified for the provision of a temporary retail facility as shown on the plan attached at Appendix 11;

**"Castle Square
Permission"**

Means the planning permission to be granted under reference 18/AP/2108 in relation to the temporary retail provision at Castle Square;

"CAVAT Value"

means the Capital Asset Value for Amenity Trees methodology used to determine the amenity value of trees in terms of the cost of providing an equivalent replacement;

**"Certificate of Practical
Completion"**

means in respect of any discrete section (element), Building or Phase of the Development completed separately from the other discrete sections (elements) or Phases and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) or Phase by the Developer's duly appointed architect or other project consultant designated by the Developer for that purpose,

and "Practically Complete" and "Practically Completed" and "Practical Completion Date" and cognate expressions shall be construed accordingly.

**"Children's Play Space
Contribution – West
Site"**

means the sum of £117,708 (one hundred and seventeen thousand seven hundred and eight pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Part 11 of Schedule 3 and applied by the Council towards the creation of new Council maintained public space and the improvement of existing Council maintained public space together with the provision of children's play equipment and sports' development in the vicinity of the West Site;

"Clawback Amount"

means a sum of money (A) to be paid by the Developer to the Council and to be determined by the Council under paragraph 7 of Part 1 of Schedule 2 for the East Site and paragraph 11 of Part 1 of Schedule 3 for the West Site using the formula:

$$A = B - C$$

Where B is the net sales value of the Open Market for Sale Units that

have been Disposed at the point of Disposal; and

C is the value of the Open Market Build to Rent Units at the grant of Planning Permission (Index Linked);

"Clawback Disposal" means a Disposal of one or more of the Open Market Build to Rent Units during the Covenant Period;

"Closure Notice Date" means the date on which the Developer as part of the Development notifies the Council of the intended date that the last unit in the Shopping Centre will cease to trade in accordance with paragraph 5 of Part 6 of Schedule 2 and "Closure" shall be construed accordingly;

"Commencement" means the carrying out of a material operation pursuant to the Planning Permission in accordance with Section 56(4) of the 1990 Act and "Commence" shall be construed accordingly;

"Confirmatory Deed" means the deed to be completed pursuant to clause 3.1.4 and clause 4 and substantially in the form provided at Appendix 13 to this Deed;

"Connection Notice" means a written notice served on the Developer by the Council pursuant to paragraph 2 of Part 9 of Schedule 2 and Schedule 3;

"Construction Environmental Management Plan – East Site" means a detailed construction plan(s) in respect of the East Site to be submitted by the Developer to the Council and TfL in accordance with paragraph 1 of Part 8 of Schedule 2 for their approval in writing and which shall be in general accordance with:

- the principles contained in the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction - Technical Guidance and Transport for London's "Construction Logistics Plan Guidance July 2017"; and
- associated guidance published by the Council, Transport for London and the Mayor of London;

"Construction Environmental Management Plan – West Site" means a detailed construction plan(s) in respect of the West Site to be submitted by the Developer to the Council in accordance with paragraph 1 of Part 8 of Schedule 3 for their approval in writing and which shall be in general accordance with:

- the principles contained in the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction -

Technical Guidance and Transport for London's "Construction Logistics Plan Guidance July 2017"; and

- associated guidance published by the Council, Transport for London and the Mayor of London;

"Construction Industry Apprenticeships"

means apprenticeships operating under a statutory apprenticeship agreement to be provided in construction related trades and occupation on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services, during the period of construction of the Development;

"Construction Industry Employment and Training Contribution – East Site"

means the Index Linked sum as calculated by the Council in accordance with the formula in paragraph 1.5 of Part 4 of Schedule 2 (which shall be no more than £1,413,350) to be expended by the Council upon supporting Unemployed Southwark Residents towards employment;

"Construction Industry Employment and Training Contribution – West Site"

means the Index Linked sum as calculated by the Council in accordance with the formula in paragraph 1.5 of Part 4 of Schedule 3 (which shall be no more than £709,650) to be expended by the Council upon supporting Unemployed Southwark Residents towards employment;

"Construction Industry Employment and Training Report"

means a quarterly report to the Council about the work of the Construction Workplace Co-ordinator including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of Part 4 of Schedule 2 and paragraph 1 of Part 4 Schedule 3, such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;

"Construction Industry Employment and Training Shortfall Contribution"

means the Index Linked sum as calculated by the Council in accordance with the formula in paragraph 1.5 of Part 4 of Schedule 2 and Schedule 3 to be expended by the Council upon supporting Unemployed Southwark Residents;

"Construction Phase"

means the period from Demolition commencing until Practical Completion of the Development;

"Construction"

means a named individual who is either an employee provided by the Developer or a contractor appointed by the Developer and who shall be

"Workplace Co-ordinator"	based with the team contracted to construct the Development during the Construction Phase and whose role shall be to provide such training and support as is necessary to enable Unemployed Southwark Residents to access Sustained Construction Industry Employment in accordance with the Employment and Skills Methodology;
"Covenant Period"	means 30 years starting from and including the Occupation of the Open Market Build to Rent Units;
"Cultural Venue"	means the D2 Use on the West Site;
"Cycle Hire Docking Point"	means an individual cycle hire docking point within a Cycle Hire Docking Station
"Cycle Hire Docking Stations"	means a TfL cycle hire docking station made up of 30 Cycle Hire Docking Points;
"D1 Use"	means a non-residential institution such as a clinic, health centre, crèche, day nursery, day centre, school, art gallery (other than for sale or hire), museum, library, hall, place of worship, church hall, law court, education or training centre as specified in the Town and Country Planning (Use Classes) Order 1987 (as amended);
"D2 Use"	Means the use as assembly or leisure floorspace including cinema, music and concert halls, bingo and dance halls (but not night clubs), swimming baths, skating rinks, gymnasiums or area for indoor or outdoor sports and recreations (except for motor sports, or where firearms are used) as specified in the Town and Country Planning (Use Classes) Order 1987 (as amended);
"Defects Period"	means a period of 12 calendar months from the date the Director of Planning issues a Provisional Certificate in respect of any part of the Public Realm Improvements or such longer period as it shall take the Developer to reinstate or make good any defects or damages to the reasonable satisfaction of the Director of Planning;
"Delivery and Servicing Management Plan – East Site"	means a servicing management plan for the East Site to be submitted by the Developer to the Council and TfL in accordance with paragraph 2 of Part 8 of Schedule 2 for its approval in writing and setting out:- the principles relating to deliveries and servicing arrangements (including vehicle tracking diagrams and the

relationship with the Accessible Parking Spaces), to restrict the hours of servicing and provide for a mechanism to track the number of trips being made;

- details of deliveries, refuse collection and servicing arrangements for the Residential Units and the commercial units;
- the details of the opportunities for consolidated deliveries across the East Site; and
- the details of how the principles of the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction - Technical Guidance and Transport for London's "Delivery and Servicing Plan Guidance" and any associated guidance published by the Council, Transport for London and the Mayor of London (including any revisions or successor documents) are to be promoted.

**"Delivery and Servicing
Management Plan –
West Site"**

means a servicing management plan for the West Site to be submitted by the Developer to the Council and TfL in accordance with paragraph 2 of Part 8 of Schedule 2 and paragraph 2 of Part 8 of Schedule 3 for its approval in writing and setting out:-

- the principles relating to deliveries and servicing arrangements (including vehicle tracking diagrams), to restrict the hours of servicing and provide for a mechanism to track the number of trips being made;
- details of deliveries, refuse collection and servicing arrangements for the Residential Units and the commercial units;
- the details of the opportunities for consolidated deliveries across the West Site; and
- the details of how the principles of the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction - Technical Guidance and Transport for London's "Delivery and Servicing Plan

Guidance" and any associated guidance published by the Council, Transport for London and the Mayor of London (including any revisions or successor documents) are to be promoted.

"Demolition"

means the taking down of any of the existing buildings on the Site or any part thereof as part of the Development but excludes the removal of internal doors and temporary structures including room partitions and any strip-out and 'Demolish' shall be construed accordingly;

**"Demolition
Environmental
Management Plan – East
Site"**

means the detailed demolition plan in respect of the East Site to be submitted by the Developer to the Council and TfL in accordance with paragraph 1 of Part 8 of Schedule 2 and Schedule 3 for their approval in writing and which shall be in general accordance with:

- the principles contained in the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction - Technical Guidance and Transport for London's "Construction Logistics Plan Guidance July 2017"; and
- associated guidance published by the Council, Transport for London and the Mayor of London;

**"Demolition
Environmental
Management Plan –
West Site"**

means the detailed demolition plan in respect of the West Site to be submitted by the Developer to the Council and TfL in accordance with paragraph 1 of Part 8 of Schedule 3 for their approval in writing and which shall be in general accordance with:

- the principles contained in the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction - Technical Guidance and Transport for London's "Construction Logistics Plan Guidance July 2017"; and
- associated guidance published by the Council, Transport for London and the Mayor of London;

"Demolition Notice Date"

means the date on which the Developer notifies the Council of the intended date of Demolition of the Shopping Centre which must be no later than 6 months prior to the date of Demolition of the Shopping Centre commencing;

"Developer"	means collectively the First Developer and Second Developer;
"Development"	means the phased, mixed-use redevelopment of the existing Elephant and Castle Shopping Centre and London College of Communication sites comprising the demolition of all existing buildings and structures and redevelopment to comprise buildings ranging in height from single storey to 35 storeys (with a maximum building height of 124.5m AOD) above multi-level and single basements, to provide a range of uses including 979 residential units (use class C3), retail (use class A1-A4), office (use class B1), education (use class D1), assembly and leisure (use class D2) and a new station entrance and station box for use as a London underground operational railway station entrance; means of access, public realm and landscaping works, parking and cycle storage provision, plant and servicing areas, and a range of other associated and ancillary works and structures pursuant to the Planning Permission;
"Development Agreement"	means the agreement between the Developer and LUL in respect of the construction and handover to LUL of the Station Box;
"Development Plan"	means the Southwark Plan, the Core Strategy 2011, the New Southwark Plan (Proposed Submission Version), the SPD/OAPF and the London Plan;
"Development Viability Information"	means an updated Financial Viability Assessment consisting of the development viability information which includes a financial appraisal in accordance with the methodology and inputs set out Schedule 2, Part 3 and Schedule 3, Part 3 and the Application Viability Appraisal. The updated Financial Viability Assessment should also be accompanied by a written report explaining the inputs included in the financial appraisal
"Director of Planning"	means the Council's Director of Planning or any other officer or person properly exercising the authority of the Director of Planning for the time being;
"Discounted Market Rent"	means residential units let at a discount of at least 20 per cent below the Market Rent and fixed based on rents set out in the Application Viability Appraisal subject to indexation at CPI plus 1% and restricted to Eligible Persons with a household income up to £90,000 per year and annual housing costs of rent and service charge no greater than 40% of net household income;

"Discounted Market Rent Units – East Site"	means the 124 units being 35 x 1 bedroom, 89 x 2 bedroom and being 426 number of Habitable Rooms shown coloured blue on the plans attached at Appendix 3a to be provided as Discounted Market Rent on the East Site;
"Discounted Market Rent Units – West Site"	means the 37 units being 10 x 1 bedroom, 27 x 2 bedroom and being 128 number of Habitable Rooms shown coloured blue on the plans attached at Appendix 3b to be provided as Discounted Market Rent on the West Site;
"Dispose"	means the completion of a contract for the sale or long leasehold of an Open Market Build to Rent Unit as an Open Market for Sale Unit and the terms 'Disposed' and 'Disposal' shall be construed accordingly;
"District CHP"	means a strategic district central heating and power plant network at Elephant Park or such other district heating network to serve existing and new developments;
"East Site"	means the land known as: Shopping Centre, Elephant & Castle; 26,28,30 and 32 New Kent Road; Arches 6 & 7 Elephant Road all in SE1 and for the purpose of identification only shown edged red on the plan attached at Appendix 2a;
"East Site CHP Energy Strategy"	means a document prepared by the Developer setting out the Developer's proposals for the provision of energy for the East Site and which shall contain as a minimum the details set out at paragraph 2 of Part 9 of Schedule 2 PROVIDED THAT such strategy may be amended and updated from time to time with the written agreement of the Council;
"East Site New Cycle Hire Docking Station"	means the new Cycle Hire Docking Station to be installed on the East Site at the location identified by the blue hatched area and the words "New Walworth Road Docking Station" on the plan attached at Appendix 6 with reference 3645-SK-118, or an alternative location agreed between TfL, the Developer and the Council;
"East Site New Cycle Hire Docking Station Installation Contribution"	means the sum of £219,000 (two hundred and nineteen thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with Paragraph 4.4 of Part 7 of Schedule 2 and Paragraph 1 of Part 11 of Schedule 2 and to be used by TfL for the installation of the East Site New Cycle Hire Docking Station or towards any alternative cycle

scheme agreed by the Developer in accordance with TfL policy adopted at the time that such Contribution is paid;

"East Site Energy Strategy"

means a document prepared by the Developer and approved by the Director of Planning in writing containing details of the overarching strategy for heat delivery to the East Site which shall demonstrate the delivery of the Agreed Carbon Targets;

"East Site Public Realm Access Areas"

means the publically accessible areas to be provided as part of the Development on the East Site and as shown shaded blue on the plan attached at Appendix 7 with reference 3645-SK-122 and which ensures a minimum 4 metre wide route through from points E, C or D to points A or B (or vice versa) is maintained in accordance with paragraph 11 of Part 7 of Schedule 2;

"Elephant & Castle Opportunity Area"

means the area including the Elephant and Castle junction and shopping Centre the Heygate estate, Walworth Road, the Pullens estate, West Square, St George's Circus, the Enterprise Quarter bounded by London Road, Borough Road and Newington Causeway and the Rockingham estate;

"Elephant & Castle Northern Line Underground Station"

means the Northern Line underground station located on the East Site;

"Eligible Persons"

means in the case of London Living Rent residents renting privately or socially with a maximum household income of £60,000 (increased in line with the Greater London Authority's Annual Monitoring Report) without sufficient current savings to purchase a home in the local area and in the case of Discounted Market Rent residents renting privately or socially with a maximum household income of £90,000 and in both cases means residents who are:

- (i) economically active
- (ii) with no track record of antisocial behavior or failure to pay rent
- (iii) not in receipt of housing benefit payments; and
- (iv) in receipt of satisfactory references;

"Employment and Skills Methodology"	means a methodology to secure the appointment of a Construction Workplace Co-ordinator and which specifies the responsibilities of the post as outlined in Paragraph 1.2.2 of Part 4 of Schedule 2 and Schedule 3 and the method by which the key outputs of the post will be achieved;
"Employment in the End Use Contribution – East Site"	means the Index Linked sum as calculated in accordance with the formula in paragraph 2.6.1 (up to a maximum of £610,600) of Part 4 of Schedule 2 and to be used by the Council to support Unemployed Southwark Residents towards employment;
"Employment in the End Use Contribution – West Site"	means the Index Linked sum as calculated in accordance with the formula in paragraph 2.6.1 (up to a maximum of £141,900) of Part 4 of Schedule 3 and to be used by the Council to support Unemployed Southwark Residents towards employment;
"End Use of the Development"	means the use or uses of the Development as authorized by the Planning Permission following first Occupation;
"Environmental Code of Construction Practice"	means a code of practice to be followed by the Developer to safeguard against any environmental impacts arising from construction arrangements;
"ESCO"	means an energy service company being a supplier of heating and other ancillary services from the District CHP;
"Exchanged Contracts"	means a contract for the sale or the grant of a lease have been exchanged in accordance with the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 and "Exchange of Contracts" shall be construed accordingly;
"Excluded Works"	means demolition, surveying, ground investigation, archaeological investigations and site clearance and which are excluded from the definition of Implementation;
"Existing Northern Line Ticket Hall"	means the existing Northern Line underground station ticket hall forming part of the Elephant & Castle Underground Station which is located on the East Site;
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information;

"Feasibility Study"

means a study to assess the feasibility and financial viability of the Development connecting to the District CHP which may include details and an assessment of the following:

- (a) the capability of the District CHP to supply sufficient heating and power to the Development;
- (b) the proposed costs, terms and conditions of the connection and supply agreement being offered by the ESCO and whether they are fair and reasonable by reference to the site CHP plant costs and those that can be obtained on the market;
- (c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Site and that such costs will not be recoverable in whole or in part from Occupiers of the Development through the connection agreement any supply agreement or by any other means;
- (d) the costs of heating and power to be charged to Occupiers of the Residential Units and any commercial units and whether they are fair and reasonable by reference to the rates that are charged in the market; and
- (e) any requirement for consultation with Occupiers of the Residential Units under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;

"Fraudulent Transaction"

means a Disposal which is not for Market Rent;

"GIA"

means the total internal area measured to the internal face of the perimeter walls at each floor level;

"GLA"

means the Greater London Authority or any successor in statutory function;

"Habitable Rooms"

means a room with at least one window within a Residential Unit which room is:

- (a) capable of use for sleeping, living or dining; or
- (b) a kitchen with an overall floor area of not less than 11m2

but excluding in all cases toilets, bathrooms, landings, halls and lobbies

PROVIDED ALWAYS that any room in excess of 27.5 m2 will be treated as 2 Habitable Rooms in the determination of the quantum of Affordable Housing provision;

"Highway Authority" means the Council in respect of the local road network and TfL in respect of the TLRN (and any statutory successors from time to time in existence);

"Highway Development Manager" means the Council's Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;

"Highway Works" means the highways improvements including (without limitation) in respect of the East Site the works described in Paragraph 2 of Part 7 of Schedule 2 and in respect of the West Site the works described in paragraph 1 of Part 7 of Schedule 3 all carried out in accordance with one or more Section 278/38 Highways Agreements and which in the case of works for which the Council is the Highway Authority must be carried out in accordance Council's Southwark Streetscape Design Manual and in the case of works for which TfL is the Highway Authority must be carried out in accordance with TfL's Streets Toolkit or any such departures from those guidance documents as are agreed with the relevant Highway Authority;

"Household" means, one or more Eligible Persons living together in a Residential Unit as their only or main residence;

"Implementation Date" means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site but excluding the Excluded Works and references to "Implementation" and "Implement" shall be construed accordingly;

**"Independent Business
Advisor Contribution"**

means the maximum total sum of £192,900 (one hundred and ninety-two thousand and nine hundred pounds) Index Linked (of which 78,570 (seventy eight thousand five hundred and seventy pounds) has already been paid) to be paid by the Developer to the Council in accordance with Paragraph 1 of Part 11 of Schedule 2 for the purposes set out in paragraph 2 of Part 6 of Schedule 2;

**"Independent Business
Advisor"**

means Tree Shepherd or any other replacement organisation appointed by the Council to satisfy the obligations in paragraph 2 of Part 6 of Schedule 2 and paragraph 6 of Part 6 of Schedule 3;

"Index"

means the following indices in respect of specific Site and Development Contributions to be applied in accordance with clause 14 and the following indices to be applied in respect of the site values of the East Site and West Site for the purpose of the Viability Reviews:

Contribution or Value	Relevant Index
Administration Costs	Consumer Price Index (CPI)
Affordable Housing Evaluation Report Monitoring Contribution	Consumer Price Index (CPI)
Archaeology Contribution – East Site	Consumer Price Index (CPI)
Archaeology Contribution – West Site	Consumer Price Index (CPI)
Carbon Green Fund Contribution – East Site	Consumer Price Index (CPI)
Carbon Green Fund Contribution – West Site	Consumer Price Index (CPI)
Corsica Studios Contribution	Building Cost Information Service (BCIS)
Legible London Contribution - East Site (<i>if required</i>)	Building Cost Information Service (BCIS)
Legible London Contribution -	Building Cost Information Service

West Site (if required)	(BCIS)
New Kent Road Environmental Improvement Contribution (if required)	Building Cost Information Service (BCIS)
Railway Station Contribution (if required)	Building Cost Information Service (BCIS)
Relocation Fund Contribution	Consumer Price Index (CPI)
Affordable Housing Rental Level increases	Consumer Price Index (CPI) +1%
Independent Business Advisor Contribution	Consumer Price Index (CPI)
Children's Play Space Contribution – East Site	Consumer Price Index (CPI)
Children's Play Space Contribution – West Site	Consumer Price Index (CPI)
Construction Industry Employment and Training Contribution – East Site	Consumer Price Index (CPI)
Construction Industry Employment and Training Contribution – West Site	Consumer Price Index (CPI)
Employment in the End Use Contribution	Consumer Price Index (CPI)
East Site New Cycle Hire Docking Station Installation Contribution	Building Cost Information Service (BCIS)
Relocated Cycle Hire Docking Station Contribution	Building Cost Information Service (BCIS)
West Site New Cycle Hire	Building Cost Information Service

Docking Station Contribution	(BCIS)
Site Value – East Site	MSCI UK Quarterly Index - Capital Value Shopping Centres
Site Value - West Site	MSCI UK Quarterly Index - Capital Value Offices
Net SR Construction Costs	Building Cost Information Service (BCIS)
Tree Replacement Contribution	Building Cost Information Service (BCIS)

"Index Linked"

means, unless otherwise stated, increased (if applicable) in accordance with clause 14;

"Infrastructure Levy"

means any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment in relation thereto) applied in relation to land which is payable in relation to Infrastructure due to and following the implementation of planning permission in respect of the Site (including the Community Infrastructure Levy as defined in the Planning Act 2008 and further defined in the subsequent Community Infrastructure Levy Regulations 2010) as amended save for any payments or obligations made pursuant to section 106 of the 1990 Act;

"Intermediate Housing"

means:

- in the case of Build to Rent Affordable Housing those homes which are for sale and rent provided by an Affordable Housing Provider at a cost above social rent but below market for which eligibility is determined with regard to local incomes and local house prices and which shall be given to households where the average total gross household annual income does not exceed £90,000;
- if the Residential Units on the West Site are delivered as Open Market for Sale Units, means those homes on the West Site provided by an Affordable Housing Provider for sale and rent provided at a cost above social rent but below Open Market

Rent which may include units provided as Shared Ownership, Discount Market Rent or as London Living Rent;

- where a household's total annual expenditure upon rent, mortgage and Service Charges shall not exceed 40% of net household income (net household income is defined as 70% of gross household income); and
- all income thresholds are to rise annually from the date of this Agreement in accordance with such annual reviews of those corresponding figures as are published by the Council or the Mayor of London or any successor public authority as appropriate to reflect changes in local income/house price ratios and provided that in default of such figures being so published on an annual basis such sums may rise from time to time by agreement in writing between the Council and the Affordable Housing Provider having regard to changes in income levels and house prices in the Borough;

"Intermediate Housing List"	means the waiting list of households interested in accessing Intermediate Housing for Build to Rent developments;
"Intermediate Housing Units"	means the units provided at London Living Rent or Discounted Market Rent;
"LBC Application"	means the application for listed building consent submitted by the Developer to the Council and received by the Council on 7 November 2016 to carry out the Development upon the West Site (LBS Registered Number 16/AP/4525)
"Legible London"	means the wayfinding project designed to provide better information throughout London for pedestrians;
"Legible London Contribution – East Site"	means the sum of £7,760 (seven thousand seven hundred and sixty pounds) Index Linked to be paid by the Developer to the Council in accordance with Paragraph 8.1 of Part 7 of Schedule 2 and, if paid, to be used by the Council or TfL (as applicable) towards provision of Legible London signs of a type and in locations agreed with the Developer;
"Legible London Contribution – West"	means the sum of £3,860 (three thousand eight hundred and sixty pounds) Index Linked to be paid by the Developer to the Council in

"Site"	accordance with Paragraph 11 of Part 11 of Schedule 3 and, if paid, to be used by the Council or TfL (as applicable) towards provision of Legible London signs of a type and in locations agreed with the Developer;
"Listed Building Consent"	means the listed building consent for the Development in the form of the draft attached hereto at Schedule 7 to be issued pursuant to the LBC Application;
"Local Independent Operators"	means all existing, independently-owned retail businesses, traders, kiosk holders, restaurants, and market stall holders and charitable organisations on the East Site who: • do not trade from more than 3 locations, and include restaurant operators, café operators and market stall holders; • lawfully hold a lease or licence including so that any sub-letting or assignments have been with the approval of the Developer or Network Rail (as appropriate); • occupied any part of the East Site at the date of the resolution to grant Planning Permission and continue to occupy any part of the East Site at the date the Planning Permission is granted;
"London Living Rent"	means a type of Intermediate Housing as set out in the Mayor of London's Affordable Housing and Viability Supplementary Planning Guidance 2017 with rents calculated on the Borough's ward level caps based on one-third median gross household income on time limited tenancies and let to Eligible Persons who have a household income no greater than £60,000 per year without sufficient savings to purchase a home in the Borough;
"London Living Rent Units – East Site"	means the 41 units being 18 x 1 bedroom, 23 x 2 bedroom and being 127 number of Habitable Rooms shown coloured orange on the plans attached at Appendix 3a to be provided as London Living Rent on the East Site;
"London Living Rent Units – West Site"	means the 12 units being 2 x 1 bedroom, 10 x 2 bedroom and being 44 number of Habitable Rooms coloured orange on the plans attached at Appendix 3b to be provided as London Living Rent on the West Site;

"London Living Wage"	London Living Wage as published by the GLA and updated from time to time, which at the date of this Deed is £10.20 per hour
"London Plan"	means the London Plan consolidated with alterations since 2011 (March 2016);
"Long Leasehold Interest"	means a lease for a term of not less than 250 years;
"LUL"	means London Underground Limited (company registration number 01900907) whose registered office is at 55 Broadway, London, United Kingdom, SW1H 0BD;
"Marketing Period for Wheelchair Residential Units"	means a period of at least 12 months prior to Occupation during which the Wheelchair Residential Units shall be marketed in accordance with the provisions of paragraphs 1.4 to 1.8 of Part 1 of Schedule 2 in relation to the East Site and paragraphs 1.10 to 1.15 of Part 1 of Schedule 3 in relation to the West Site;
"Market Rent"	means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion;
"Market Retail Units"	means the A1-A4 use class retail units other than the Affordable Retail Units;
"Mortgagee"	means an established corporate body within the finance industry regulated by the Financial Conduct Authority and acting as a bona fide lender;
"Net SR Construction Costs"	means the difference between the Social Rented Construction Costs and the total of the value of the Social Rented Units and non-residential element within the same Building(s) as the Social Rented Units, to be agreed between the parties or determined by the Specialist in accordance with paragraph 3.3 of part 1 of Schedule 3 (Index Linked in accordance with paragraph 3.7 of part 1 of Schedule 3);
"Network Rail"	means Network Rail Infrastructure Limited (company registration number 02904587) whose registered office is situated at 1 Eversholt Street, London, NW1 2DN and any successor in statutory function;

"New Kent Road Environmental Improvements"	means (but not necessarily limited to) lighting provision and bird roosting prevention works to the underside of the railway bridge across New Kent Road to the north of the East Site;
"New Kent Road Environmental Improvement Contribution"	means a sum of up to £20,000 (twenty thousand pounds) Index Linked to be paid by the Developer to the Council in accordance with Paragraphs 7.3 of Part 7 of Schedule 2 and paragraph 1 of Part 11 of Schedule 2 and to be used by the Council towards the New Kent Road Environmental Improvements;
"New Southwark Plan (Proposed Submission Version)"	means the proposed submission version of the Council's local plan dated December 2017;
"Nominations Agreement"	means an agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (acting reasonably) and providing the Council with nomination rights in respect of the Social Rented Housing Units for the life of the Development;
"NVQ Starts"	means the commencement of a full National Vocational Qualification or equivalent vocational qualification, outside of a statutory apprenticeships agreement, by a person in or working towards employment;
"Occupation"	means the first date upon which any part of the Site is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and for the avoidance of doubt in the case of the sale of the freehold or leasehold interest to a third party or any other Disposal occupation commences on the Disposal Date and the phrases "Occupy", "Occupied" and "Occupier" shall be construed accordingly;
"Open Market Build to Rent Units"	means the 649 Residential Units which are to be let at Market Rent and which are not the Affordable Housing Units;
"Open Market Build to Rent Units – East Site"	means the 316 Residential Units to be provided at Market Rent on the East Site;
"Open Market Build to Rent Units – West Site"	means the 333 Residential Units to be provided at Market Rent on the West Site;
"Open Market for Sale"	means the Residential Units which may be sold on the open market and

"Units"	which are not the Affordable Housing Units;
"Other Local Businesses"	means all existing, independently-owned retail businesses, traders, kiosk holders, restaurants, and market stall holders who have their main operations in the Borough and occupy 3 retail units or less, with priority to be given as follows: • to those businesses displaced as a result of development in the Elephant and Castle Opportunity Area; • to new business start-ups; and • any other independent business;
"Parking Permits"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984;
"Parties"	means the Council, the Developer, UAL, TfL and the Lender;
"Phase"	means either the East Site or the West Site;
"Planning Permission"	means the planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
"Progress in Employment"	means: • moving from Sustained Employment with a salary of a minimum of the London Living Wage to employment with a salary increase of a minimum of CPI plus 10% and remaining in employment for a continuous period of six months; or • completion of an accredited in-work qualification that supports entry into higher-level employment, such as a supervisory or management qualification, or completion of a level 3 or above qualification and remaining in employment for a continuous period of six months;
"Public Realm Improvements"	means works to the Public Realm consisting of public outdoor amenity space including paving, benches, street furniture, hard and soft landscaping and to be provided in accordance with paragraph 11 of Part 7 to Schedule 2 (for the East Site) and paragraph 10 of Part 7 to

Schedule 3 (for the West Site);

"Public Subsidy"

means funding from the Council and/or the GLA together with any additional public subsidy secured by the Developer to support delivery of the Development;

"Railway Station Contribution"

means the sum of £30,000 (thirty thousand pounds) Index Linked to be paid by the Developer to the Council in accordance with Paragraph 7.3 of Part 7 of Schedule 2 and Paragraph 1 of Part 11 of Schedule 2 and to be used by the Council towards environmental improvements in the vicinity of the Site;

"Registered Provider"

means a registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision) either:

- (1) drawn from the list of Registered Providers set out in Appendix 3 of the Council's Affordable Housing Supplementary Planning Document (September 2008) attached hereto as Schedule 5 and not removed or notified by the Council as intended to be removed from the register pursuant to Section 4 of that Act; or
- (2) the Developer or related party if it has acquired registered provider status; or
- (3) approved for the purposes of this Agreement in writing by the Director of Planning such approval not to be unreasonably withheld or delayed;

"Regulator"

means Homes England and the Regulator for Social Housing being a non-governmental body corporate under the Housing and Regeneration Act 2008 with the function of supporting funding and regulating the provision of affordable housing or if superseded the equivalent organization(s) that undertakes the function of such bodies;

"Relocated Cycle Hire Docking Station"

means the existing cycle hire docking station located on the Walworth Road and its relocation on the Peninsula to the location identified by the area shaded blue and the words "Relocated Walworth Road Docking Station" on the plan attached at Appendix 6 with reference 3645-SK-118, or such other location as agreed by TfL and the Council as to provide a Cycle Hire Docking Station to be comprised of 30 individual

Cycle Hire Docking Points;

"Relocated Cycle Hire Docking Station Contribution"

means the sum of £50,000 (fifty thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with Paragraph 4.2 of Part 7 of Schedule 2 and Paragraph 1 of Part 11 of Schedule 2 and to be used by TfL for the provision of the Relocated Cycle Hire Docking Station;

"Relocation Fund Contribution"

means the sum of £634,700 (six hundred and thirty four thousand pounds and seven hundred) Index Linked to be paid by the Developer to the Council in accordance with Paragraph 4 of Part 5 of Schedule 2 and Paragraph 1 of Part 11 of Schedule 2 and to be held by the Council in a **"Relocation Fund"** for the purposes of assisting businesses with financial support towards the costs associated with relocating their business from the East Site in accordance with the Relocation Strategy PROVIDED that an additional amount may be paid by the Developer for the purposes of assisting Local Independent Operators with financial support towards the costs associated with relocating their business from the East Site in the event that there are no further monies in the Relocation Fund and a Local Independent Operator has provided satisfactory evidence that additional financial assistance is required and this is agreed by the Developer;

"Relocation Strategy"

means a strategy submitted by the Developer to the Council as part of the Application and which has subsequently been updated and appended to this Deed at Appendix 9 detailing how the Developer intends to relocate and support the existing Local Independent Operators during construction of the Development in accordance with the provisions in Part 6 of Schedule 2 and which includes the terms of reference of the Trader's Panel which are currently in draft form;

"Remaining Units"

means any unit on the Site including the Open Market Build to Rent Units, the Market Retail Units, the education floorspace and the leisure units floorspace other than the Affordable Housing Units and which may be sold or let at open market value;

"Residential Design Standards SPD"

means the Council's Residential Design Standards Supplementary Planning Document 2011 (with 2015 Technical Update);

"Residential Management Plan"

means a plan setting out management principles for the Open Market Build to Rent Units and which shall include the following requirements unless otherwise agreed in writing with the Council:

- (a) each Open Market Build to Rent Unit shall be self-contained and let separately for residential use;
- (b) the length of each lease of each Open Market Build to Rent Unit shall be offered at a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (c) each lease of each Open Market Build to Rent Unit shall contain a break clause allowing the tenant to end the lease any time after the first six months of the lease with one month's notice;
- (d) the Open Market Build to Rent Units shall be managed as a whole by a single professional property manager which:
 - (i) provides a consistent and quality level of housing management;
 - (ii) has some daily on-site presence;
 - (iii) is part of an accredited ombudsman scheme;
 - (iv) is a member of the British Property Federation and/or regulated by the Royal Institute of Chartered Surveyors;
 - (v) complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
 - (vi) has a complaints procedure; and
 - (vii) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and

all rent increases within the term of each lease of each Open Market Build to Rent Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy;

"Residential Units"

means the 979 units of residential accommodation within the Development made up of the Open Market Build to Rent Units and the Affordable Housing and "Residential Unit" shall be construed

accordingly;

"Retail Floorspace"

means any individual unit or unit re-configured from or any part of the floorspace comprised in the Development and being within Class A as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended) and in force at the date of this Agreement;

"Review 1 Date"

means the date 36 months from but excluding the date of grant of the Planning Permission where the Development has not been Substantially Commenced;

"Review 2 Date"

means the date on which 75 per cent of the Residential Units on the East Site have been Occupied or if earlier, where Contracts have been Exchanged on 75% or more of the Residential Units on the East Site;

"Review 3 Date"

means the date on which 75 per cent of the Residential Units on the West Site have been Occupied or if earlier, where Contracts have been Exchanged on 75% or more of the Residential Units on the West Site;

"Section 278/38 Highway Works Bond(s)"

means the deposit, bond, guarantee, surety or similar security relating to the Highway Works in a sum equivalent to 110% of the estimated cost of the Highway Works in the case of the Council and 150% of the estimated cost of the Highway Works in the case of TfL;

"Section 278/38 Highway Works Specification"

means a detailed design specification of the Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Developer pursuant to paragraph 2 of Part 7 of Schedule 2 and paragraph 1 of Part 7 of Schedule 3 and approved by the Director of Planning and the Highway Authority and obtaining their approval to it in writing prior to the Developer and the Highway Authority entering into the Section 278/38 Highways Agreement;

"Section 278/38 Highways Agreement"

means any agreement(s) between the Developer and the Council or TfL pursuant to Section 278/38 of the Highways Act 1980 for securing and authorising the Developer to carry out the Highway Works and (unless otherwise agreed between Developer and the Council or TfL as the case may be) the Section 278/38 Highways Agreement(s) will include (without limitation) provisions for:

- (a) the Highway Works to be secured to the sum of the Section

278/38 Highway Works Bond;

- (b) the security relating to the amount of the Highway Works to be delivered prior to the commencement of the Highway Works; and
- (c) the Developer to carry out the Highway Works in accordance with the approved Section 278/38 Highway Works Specification at its own cost and at no cost to the Council or TfL as the case may be;

"Service Charges"

means all amounts payable by a tenant of the Intermediate Housing Units as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Intermediate Housing Unit;

"Shared Ownership"

means part-sale part-rent dwellings managed by a Registered Provider to be affordable to household incomes in line with the London Plan Annual Monitoring Report as may be amended from time to time; and with total housing costs for all Intermediate Housing (including mortgage payments, rent payments and the affordable housing service charge) not exceeding forty percent (40%) of a household's net income;

"Shopping Centre"

means the existing Elephant & Castle shopping centre which is currently located on the East Site of the Development;

"Short Courses"

means any construction industry approved or accredited training course(s) designed to assist an individual to secure employment or enhance their career prospects once in employment;

"Site"

means the land formed of the East Site and West Site known as the Shopping Centre Site, Elephant and Castle, 26, 28, 30 and 32 New Kent Road, Arches 6 and 7 Elephant Road and London College of Communications, London, SE1 and for the purpose of identification only shown edged red on the plan attached at Appendix 1;

"Site and Development Contributions – East Site"	means the Archaeology Contribution – East Site, the Carbon Green Fund Contribution – East Site, East Site New Cycle Hire Docking Station Installation Contribution, Independent Business Advisor Contribution, Relocation Fund Contribution, Legible London Contribution – East Site, New Kent Road Environmental Improvement Contribution, Railway Station Contribution, Relocated Cycle Hire Docking Station Contribution and the Corsica Studios Contribution;
"Site and Development Contributions – West Site"	means the Archaeology Contribution – West Site, the Carbon Green Fund Contribution – West Site, the Children's Playspace Contribution – West Site and Legible London Contribution – West Site, the West Site New Cycle Hire Docking Station Contribution;
"Skills and Employment Plan Period"	means a period of eighteen months from first Occupation of the Development;
"Skills and Employment Plan Report"	means a quarterly report to the Council about the implementation of the Skills and Employment Plan including, but not limited to, information about progress toward achievement of the target outlined in paragraph 2 of Part 4 of Schedule 2 and paragraph 1.3 of Part 4 of Schedule 3 such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
"Skills and Employment Plan"	means a plan which shall operate during the Skills and Employment Plan Period to secure Sustained Employment for up to 440 Unemployed Southwark Residents in the End Use of the Development and which includes the matters outlined in paragraph 2 of Part 4 of Schedule 2 and paragraph 2 of Part 4 of Schedule 3;
"SME"	means a small to medium enterprise;
"Social Rent Equivalent"	means Affordable Housing where maximum weekly rents are set at £155 per 1-bed, £182 per 2-bed, £216 per 3-bed (Index Linked at CPI +1%) on an assured shorthold tenancy for a period of three years with tenant-only break and let to eligible households being those: • on the Council's social housing waiting list and in accordance with the Council's standard nominations protocol for social rented units;

- with no track record of antisocial behavior or failure to pay rent;
- with satisfactory references;

"Social Rented Construction Costs"	means the cost of constructing (including any demolition required to construct and associated professional fees) 116 Social Rented Units and any non-residential units forming part of the same block as the Social Rented Units;
"Social Rented Housing"	means housing owned and let by local authorities and Registered Providers for which guideline target rents are determined through the national rent regime (meaning the rent regime under which the social rents of tenants of social housing are set by the Regulator with particular reference to the Guidance for Rents on Social Housing May 2014 and the Rent Standard Guidance April 2015);
"Social Rented Units"	means the 116 Affordable Housing Units (22 x 1 bed and 66 x 2 bed and 28 x 3 bed being 450 Habitable Rooms) shown coloured green on the plans attached at Appendix 3b to be provided as Social Rented Housing on the West Site whether or not the Open Market Build to Rent Units – West Site will be provided as Open Market Build to Rent or as Open Market for Sale Units;
"Southwark Construction Skills Centre"	means the construction skills centre of that name which is governed by the Council or such other successor services as may be nominated by the Council from time to time;
"Southwark Education Business Alliance"	means the Council operated schools careers service by that name or such other successor services as may be nominated by the Council from time to time;
"Southwark Plan"	means the Southwark Plan 2007 (saved policies 2010);
"Southwark Works"	means the employment support service by that name, which is commissioned by the Council, or such other successor services as may be nominated by the Council from time to time;
"SPD/OAPF"	means the Council's Elephant & Castle Supplementary Planning Document and Opportunity Area Planning Framework March 2012;
"Station Box"	means the new Northern Line underground station ticket hall to be provided on part of the East Site;

"Station Box Works"	means construction of the associated access and egress from the Station Box to and from the Northern Line platforms and for the fitting out of the Station Box all in accordance with LUL standards;
"Substantial Commencement"	means in respect of the East Site that the Development has been Implemented and the following has occurred: (a) the Excluded Works have been completed; (b) excavation and piling on the East Site has commenced; and (c) construction of the core of the D1 Use building has commenced; and in respect of the West Site that the following has occurred: (a) a construction contract for the Social Rented Units has been entered into which secures construction and Completion of the Social Rented Units ready for physical occupation and a copy of the completed construction contract has been provided to the Council (with financial or other confidential information redacted); and (b) construction of the Social Rented Units has commenced;
"Surveyor"	means a chartered construction or quantity surveyor being a chartered member of the Royal Institution of Chartered Surveyors for not less than 5 (five) years and having equivalent professional experience of construction and/or quantity surveying appointed by the Developer and approved by the Council;
"Sustainable Employment Opportunity"	means a contract of employment of not less than 26 weeks;
"Sustained Construction Industry Employment"	means Sustained Employment related to the Development and/or other development in the Borough including, but not limited to employment in building and construction on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services;
"Sustained"	means a period of continuous employment of not less than 26 weeks;

Employment"

"Target Return"

means profit of:

(i) 11% Ungeared IRR for the Development for Viability Review 1 and Viability Review 2;

(ii) 12.5% profit on GDV for the Development on the West Site for Viability Review 3 where the Residential Units are Build to Rent; and

(iii) based on 17.5% profit on GDV in respect of the Open Market residential element, 15% profit on GDV in respect of the commercial element and 6% profit on GDV in respect of the Affordable Housing element where the Developer has opted to provide the Residential Units for Sale under paragraph 5.1 of Part 2 of Schedule 3;

"TfL Cycle Hire Scheme"

means the cycle hire scheme in London operated by TfL and Santander or any replacement scheme introduced by TfL and in operation from time to time;

"TfL"

means Transport for London whose registered office is situated at 55 Broadway, London, United Kingdom, SW1H 0BD and any successor in statutory function;

"TLRN"

means the Transport for London Road Network;

"Trader Panel"

means a panel comprised of members from the list at paragraph 10 of Part 6 of Schedule 2 established to help existing Local Independent Operators within the Application Site affected by the Development and whose draft terms of reference form part of the Relocation Strategy, to benefit from short and long-term retail opportunities offered by the wider Elephant & Castle Opportunity Area and to relocate to alternative premises;

"Tree Planting Strategy"

means a strategy submitted by the Developer to the Council for its approval in writing, and to TfL for its approval in respect of trees to be planted or retained on the TLRN, setting out how the loss of trees on the Site will be mitigated including the replacement of trees within the vicinity of the Site and which shall include the provision of 27 trees on the East Site and 17 trees on the West Site unless otherwise agreed with the Council;

"Tree Replacement Contribution"	means the sum of £6,000 (six thousand pounds) Index Linked or the CAVAT value (whichever is greater) to be paid by the Developer to the Council or TfL as the case may be multiplied by the number of trees that are required to be replaced on the Site as a result of the Development in accordance with the Tree Planting Strategy and that have either died or failed to thrive within 5 years from the date that the tree or any replacement thereof was planted or which have been failed to be provided;
"Unemployed Southwark Resident"	means residents of the Borough who are neither employed nor contracted as self-employed workers and have been so for a period of not less than 7 (seven) days;
"Viability Review"	means Viability Review 1, Viability Review 2 and Viability Review 3 as the context permits;
"Viability Review 1"	means the upwards only review of the financial viability of the Development at Review 1 Date to determine whether Additional Affordable Housing can be provided on the East Site as part of the Development;
"Viability Review 2"	means the upwards only review of the financial viability of the Development at Review 2 Date to determine whether Additional Affordable Housing can be provided on the East Site as part of the Development;
"Viability Review 3"	means the upwards only review of the financial viability of the West Site at Review 3 Date to determine whether Additional Affordable Housing can be provided on the West Site as part of the Development;
"West Site"	means the land known as London College of Communications, London, SE1 and for the purpose of identification only shown edged red on the plan attached at Appendix 2b;
"West Site CHP Energy Strategy"	means a document prepared by the Developer setting out the Developer's proposals for the provision of energy for the West Site and which shall contain as a minimum the details set out at paragraph 2 of Part 9 of Schedule 3 PROVIDED THAT such strategy may be amended and updated from time to time with the written agreement of the Council;
"West Site New Cycle"	means the new Cycle Hire Docking Station to be installed on the West

"Hire Docking Station"	Site at the location identified by the area hatched blue and the words "Indicative Location For New Docking Station Subject to Relocating Existing Short Stay Cycle Stands" on the plan attached at Appendix 6 with reference 3645-SK-118, or an alternative location agreed between TfL, the Developer and the Council;
"West Site New Cycle Hire Docking Station Contribution"	means the sum of £219,000 (two hundred and nineteen thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with paragraph 2.1 of Part 7 of Schedule 3 and paragraph 1 of Part 11 of Schedule 3 and to be used by TfL for the installation of the West Site Cycle Docking Station or towards any alternative cycle scheme in accordance with TfL policy adopted at the time that such Contribution is paid;
"West Site Energy Strategy"	means a document prepared by the Developer and approved by the Director of Planning in writing containing details of the overarching strategy for heat delivery to the West Site which shall demonstrate the delivery of the Agreed Carbon Targets;
"West Site Public Realm Access Areas"	means the publically accessible areas to be provided as part of the Development on the West Site as shown shaded green on the plan attached at Appendix 7 with reference 3625-SK-122 and which ensures a minimum 4 metre route through from point G to point F in accordance with paragraph 10 of Schedule 3, Part 7 and at the southern end of Pastor Street the ability for vehicles to turnaround and exit in forward motion back onto Brook Street;
"Wheelchair Residential Units"	means the 100 units made up of 50 (fifty) on the East Site and 50 (fifty) on the West Site to be provided in accordance with paragraphs 1.4 to 1.8 of Part 1 of Schedule 2 for the East Site and paragraphs 1.4 to 1.8 of Part 1 of Schedule 3 for the West Site;
"W2 Towers"	means the buildings identified by the words "W2" on the plan attached at Appendix 12; and
"Working Days"	means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays.

In this Agreement (except where the context otherwise requires):

- 1.1 Reference to the masculine feminine and neuter genders shall include other genders.

- 1.2 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.3 Reference to natural persons are to include corporations and vice versa.
- 1.4 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.5 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Agreement.
- 1.6 Any reference in this Agreement to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.
- 1.7 The expressions the "Developer", "UAL", "Council", "TfL", and "the Lender" shall include their respective successors in title and assigns and the expression "the Council" and "TfL" shall include their successors in statutory function.
- 1.8 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions.
- 1.9 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.
- 1.10 Where any approval, consent, agreement or similar is to be given by the Council or TfL pursuant to the terms of this Deed, such approval, consent, agreement or similar shall not be unreasonably withheld or delayed.

2. Statutory Provisions

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein are entered into with the intent that subject to Clause 8, the same shall be enforceable without limit of time not only against the person with an interest or estate in the Site but also against successors in title and assigns and any person corporate or otherwise claiming through or under the person with an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 2.2 To the extent only that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.
- 2.3 The following obligations are enforceable by TfL;
- 2.3.1 paragraphs 1.6, 2 (in so far as those obligations relate to Highway Works to be undertaken on the TLRN), 3, 4, 8.1 and 14 (in so far as those obligations relate to trees located on land for which TfL is the Highway Authority) of Part 7 of Schedule 2;
 - 2.3.2 Part 8 of Schedule 2 (to the extent that such matters are related to TfL's statutory functions);
 - 2.3.3 Part 11 of Schedule 2 in respect of the Site and Development Contributions – East Site payable to TfL;
 - 2.3.4 paragraphs 1 (in so far as those obligations relate to Highway Works to be undertaken on the TLRN), 2.1, 3, 7.1 and 13 (in so far as those obligations relate to trees located on land for which TfL is the Highway Authority) of Part 7 of Schedule 3;
 - 2.3.5 Part 8 of Schedule 3 (to the extent that such matters are related to TfL's statutory functions); and
 - 2.3.6 Part 11 of Schedule 3 in respect of the Site and Development Contribution – West Site payable to TfL.

3. **Legal Effect**

- 3.1 Save in respect of this Clause and Clauses 1, 2, 5.1.1, 9, 16, 17, 19, 20, 21, 22, 23 and 24 which shall take effect on the date of this Agreement, the provisions of this Agreement shall take effect on:
- 3.1.1 grant of the Planning Permission;
 - 3.1.2 grant of the Castle Square Permission;
 - 3.1.3 Implementation, except:
 - (a) in respect of those obligations in Schedule 2 which are specifically required to be discharged prior to Implementation and which shall take effect on the date they are required to be discharged; and

- (b) using reasonable endeavours to secure Public Subsidy pursuant to paragraph 8 of Part 1 of Schedule 2; and

3.1.4 in respect of the West Site obligations in Schedule 3, except for paragraph 3 of Part 1 of Schedule 3, on Commencement of the Development on the West Site.

3.2 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the Parties:-

3.2.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and

3.2.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

3.2.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

4. **Obligations of the Developer**

4.1 Subject to clause 4.2, the Developer covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.

4.2 The Parties agree that the obligations contained in:

4.2.1 Schedule 2 shall only bind the East Site; and

4.2.2 Schedule 3 shall only bind the West Site.

- 4.3 Without prejudice to any other remedy available to the Council, the Developer covenants that no part of the Development shall be Commenced, Implemented or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Commencement, Implementation or Occupation have been complied with.
- 4.4 The Developer covenants with the Council that if and to the extent that it shall acquire any freehold or leasehold and/or any equitable interests in respect of any part of or interest in the East Site not already bound by the obligations of this Deed to forthwith notify the Council and enter into and deliver to the Council an executed deed substantially in the form of the Confirmatory Deed (with all relevant requisite details accurately entered) so as to bind and make such interests subject to all of the planning obligations and other covenants agreements and provisions contained in Schedule 2 to this Deed mutatis mutandis (in so far as they relate to such interests and/or parts of the East Site and remain to be observed performed and/or complied with).
- 4.5 No part of the Development on the West Site shall be Commenced unless and until the Developer has procured and delivered to the Council an executed deed substantially in the form of the Confirmatory Deed (with all relevant requisite details accurately entered) so as to bind and make any freehold or leasehold and/or any equitable interests on the West Site subject to all of the planning obligations and other covenants agreements and provisions contained in Schedule 3 to this Deed.
- 4.6 The Developer covenants with the Council not to Implement that part of the Development which is not already bound by the terms of this Agreement until a Confirmatory Deed has been completed in order to bind that part with any such After-Acquired Interest.
- 4.7 Subject to clause 4.8, in order to facilitate the enforcement of those obligations enforceable by TfL in this Agreement against persons deriving title from the Developer or other parties having an interest in the Site and to the extent that as at the date of disposal such obligations remain to be performed in relation to that part of the Site then upon completion of a transfer of a freehold interest or the grant of a new leasehold interest of seven years or more the transferor or lessor of the relevant part of the Site will procure that the transferee or lessee (as applicable) enters into a direct covenant with TfL in which the transferee or lessee (as applicable) covenants with TfL to perform the obligations in this Agreement in so far as they remain to be performed.
- 4.8 Clause 4.7 will not apply to:
- 4.8.1 a transfer of or the grant of a lease in respect of:
- (a) an individual Residential Unit;

- (b) Retail Floorspace;
 - (c) education (Use Class D1) floorspace;
 - (d) the flexible work/office space (Use Class B1); and
 - (e) assembly and leisure (Use Class D2) floorspace;
- 4.8.2 any acquisition of any interest in the Site by the Council; and
- 4.8.3 any acquisition of any interest in the Site by a Registered Provider in respect of the Affordable Housing.

5. **Developer to Notify Council**

- 5.1 The Developer covenants with the Council to notify the Council of the following:
- 5.1.1 an application to the Land Registry under clause 9 within 10 Working Days of this Agreement;
 - 5.1.2 the occurrence of Commencement on each of the East Site and the West Site;
 - 5.1.3 the occurrence of the Implementation Date within 10 Working Days of the Implementation Date;
 - 5.1.4 its intention to pay the Administration Cost and the Site and Development Contributions referred to within the Schedules specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 Working Days immediately preceding the making of such payment;
 - 5.1.5 the occurrence of the date of Practical Completion of the Affordable Housing Units as soon as reasonably practicable;
 - 5.1.6 the occurrence of the Occupation or Disposal of 50% of the Remaining Units as soon as reasonably practicable;
 - 5.1.7 the occurrence of Substantial Commencement;
 - 5.1.8 the Demolition Notice Date;
 - 5.1.9 the Closure Notice Date; and
 - 5.1.10 whether the Open Market Build to Rent Units – West Site will be delivered as Open Market for Sale Units.

6. **Council's Covenants**

The Council covenants with the Developer to observe and perform or cause to be observed and performed its obligations under this Agreement.

7. **TfL's Covenants**

7.1 TfL covenants with the Developer to observe and perform or cause to be observed and performed its obligations under this Agreement.

8. **Enforceability of Obligations**

8.1 Subject to clauses 8.3 and, 8.4 below the obligations contained in this Agreement shall not be binding upon nor enforceable against:

8.1.1

- (a) any Mortgagees of a Registered Provider (unless in possession); or
- (b) any receiver including an administrative receiver and housing administrator (howsoever appointed) appointed by such mortgagees; or
- (c) a person who is a successor in title to or derives title through or under (i) such mortgagees or (ii) the Registered Provider at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;

8.1.2

- (a) any Mortgagees of a residential tenant or person to whom a Registered Provider grants a Intermediate Housing lease or transfer;
- (b) any receiver appointed by such mortgagees; or
- (c) a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;

8.1.3 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;

8.1.4 in relation to the Affordable Housing provisions only:-

- (a) any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) any tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit.

8.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement relating to the whole or any part of the Site occurring after it has parted with its interest in the whole or that part of the Site but without prejudice to the liability of such person for any breach in relation to the whole or that part occurring prior to its parting with such interest;

8.3 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its security documentation in the circumstances where the Registered Provider's Mortgagee is intending to sell the Affordable Units on the open market free of the Affordable Housing obligations in this Agreement, the Registered Provider's Mortgagee shall give not less than six months prior notice to the Council of its intention to dispose of the Affordable Housing Units; and

8.4 If the Council, the Registered Provider's Mortgagee or any other person cannot within six months of the date of service of the Registered Provider's Mortgagee's notice arrange or secure a transfer of the Affordable Units to a Registered Provider or other provider of Affordable Housing approved by the Director of Planning at market rates for Affordable Housing then provided that the Registered Provider's Mortgagee shall have fully complied with its obligations above, the Registered Provider's Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Part 1 of Schedule 2 (Affordable Housing)

PROVIDED THAT the rights and obligations in this clause shall not require the Registered Provider's Mortgagee to act contrary to its legal duties under the security documentation.

9. **Registration**

9.1 As soon as reasonably practicable after the completion of this Agreement, the Developer shall make an application to the Land Registry for entries relating to this Agreement to be made in the charges register(s) of the Title Number(s) referred to in recital B above so as to bind the Site as provided for in the before-mentioned statutory provisions.

9.2 If the Developer fails to make application as referred to in clause 9.1 above the Council shall (without prejudice to any other right) be entitled to register this Agreement and recover the expenses incurred in doing so from the Developer and the Developer covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

9.3 The covenants on behalf of the Parties hereto to be observed and performed under this Agreement shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

10. **Site Not To Be Encumbered**

The Developer covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

11. **Right of Access**

Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

12. **Waiver**

No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer.

13. **Interest on Late Payment**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Developer shall pay on demand to the Council interest thereon at the interest rate of four per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof, save that this Clause shall not apply for the time period where such a payment is unpaid due to a referral to a Specialist under Clause 20.

14. **Indexation**

- 14.1 Any Site and Development Contributions referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Agreement a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the relevant Index figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the published relevant index figure for the calendar month in which the respective payment or application is due to be made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y - X)}{X}$$

15. **Enforcement Costs**

Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council in relation to any obligation of the Developer arising hereunder.

16. **Administration Cost**

The Developer covenants not to Implement the Development until the Administration Cost has been paid to the Council.

17. **Council's and TfL's Legal Fees**

- 17.1 The Developer shall pay on the date of this Agreement to the Council, by way of a banker's draft or solicitor's cheque made payable to "the London Borough of Southwark", the Council's reasonable costs in the preparation and negotiation of this Agreement.
- 17.2 The Developer shall pay on the date of this Deed to TfL by way of bank transfer TfL's reasonable costs in the preparation and negotiation of this Deed to the extent that the same have not been settled prior to the date of this Deed.

18. **VAT**

- 18.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

18.2 The Developer acknowledges and agrees that if at any time VAT is required to be paid in respect of any Site and Development Contributions then to the extent that VAT had not been previously charged in respect of that contribution the Council or TfL (as relevant) shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

19. **Notices**

19.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 19.3 (unless sent by email and acknowledged by the recipient in which the notice or other communication will have been deemed to have been given and/or served).

19.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

19.2.1 if delivered by hand, upon delivery at the relevant address;

19.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting;

except that, where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

19.3 Subject to clause 19.4, the address, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport,
Chief Executive's Department, PO Box 64529 London, SE1P 5LX;

Relevant addressee: The Director of Planning (**General**);
S106 and CIL Monitoring Officer
(for payment of Site and Development Contributions and Administration Cost)

Reference: S106/RR020/64010 and 16/AP/4458

For the Developer:

Address: 6th Floor Berkeley Square, London, England, W1J 6ER

Relevant addressee: c/o Mark Enderby

Reference: Elephant & Castle Shopping Centre Site – Section 106

For the Lender:

Address: 23rd Floor, 20 Fenchurch Street, London, EC3M 3BY
Relevant addressee: c/o
Reference: Elephant & Castle Shopping Centre Site – Section 106

For UAL:

Address: 272 High Holborn London WC1V 7EY
Relevant addressee: c/o
Reference:

For TfL:

Address: 5 Endeavour Square, London E20 1JN
Relevant addressee: Director of Spatial Planning
Reference: Elephant & Castle Town Centre

And in the case of TfL a copy of the notice should also be sent by e-mail at spatialplanning@tfl.gov.uk

- 19.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

19.4.1 the date specified in the notification as the date on which the change is to take place; or

19.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

20. Determination Of Disputes

- 20.1 Subject to clause 20.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 20. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 20.2 For the purposes of this clause 20 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

- 20.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 20.4.
- 20.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 20.5 The Specialist is to act as an independent expert and (unless otherwise agreed between the parties to the disputes):
- 20.5.1 each party may make written representations within 15 Working Days of his appointment and will copy the written representations to the other party;
 - 20.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 20.5.3 the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 20.5.4 the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 20.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 20.5.6 the Specialist is to use reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 20.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 20, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

20.7 This clause 20 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.

21. **Contracts (Rights of Third Parties) Act 1999**

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

22. **Miscellaneous**

22.1 The construction validity and performance of this Agreement shall be governed by English law.

22.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.

22.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

22.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Agreement.

22.5 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked, quashed or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Agreement shall have no further effect thereupon.

22.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council, the Mayor of London or by the relevant Secretary of State on appeal or by reference to him after this date.

22.7 In the event the Planning Permission or the Castle Square Permission is challenged by way of judicial review or an earlier decision of the Court has been appealed following such a challenge, the provisions in this Deed shall be suspended until the challenge has either been

finally dismissed or a decision has been issued by the relevant Court and no further challenge may be made.

23. **Community Infrastructure Levy**

The Parties are satisfied that the planning obligations given by the Developer set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Levy Regulations 2010 (as amended).

24. **Lender**

The Lender has a registered legal charge over part of the Site and consents to the Developer entering into this Deed and consents to that part of the Site being bound by the covenants, obligations and undertakings contained herein and that the said covenants obligations and undertaking shall take priority over its interest. Each of the Lender, and any Mortgagee or chargee who from time to time shall have the benefit of a charge or mortgage over or registered against any part or parts of the Site, shall have no liability under this Deed unless and until it becomes mortgagee in possession or successor in title of the Site or part of the Site (the "**Relevant Part**") in which case it too will be bound by the obligations of the Developer under this Deed that relate to that Relevant Part from the date it becomes mortgagee in possession or successor in title of that Relevant Part to the date which is the earlier of (i) the date the mortgagee or chargee disposes of its interest in that Relevant Part and (ii) the date it is no longer mortgagee in possession or successor in title of that Relevant Part.

SCHEDULE 1

DRAFT PLANNING PERMISSION

RECOMMENDATION

This document shows the case officer's recommended decision for the application referred to below.
This document is not a decision notice for this application.

Applicant	Elephant & Castle Properties CO Ltd	Reg. Number	16/AP/4458
Application Type	Full Planning Application	Case Number	TP/1512-Q
Recommendation	Grant subject to Legal Agreement, GLA and SoS		

Draft of Decision Notice

Planning Permission was GRANTED for the following development:

Phased, mixed-use redevelopment of the existing Elephant and Castle shopping centre and London College of Communication sites comprising the demolition of all existing buildings and structures and redevelopment to comprise buildings ranging in height from single storey to 35 storeys (with a maximum building height of 124.5m AOD) above multi-level and single basements, to provide a range of uses including 979 residential units (use class C3), retail (use Class A1-A4), office (Use Class B1), Education (use class D1), assembly and leisure (use class D2) and a new station entrance and station box for use as a London underground operational railway station; means of access, public realm and landscaping works, parking and cycle storage provision, plant and servicing areas, and a range of other associated and ancillary works and structures.

At: SHOPPING CENTRE SITE, ELEPHANT AND CASTLE, 26, 28, 30 AND 32 NEW KENT ROAD, ARCHES 6 AND 7 ELEPHANT ROAD, AND LONDON COLLEGE OF COMMUNICATIONS SITE, LONDON SE1

In accordance with application received on 31/10/2016 comprising the following plans and documents:

Plans

935_00_07_PLANNING		-
Site Location Plans		
935_00_07_001	Site Location Plan - Existing	P2
935_00_07_002	Site Location Plan - Proposed	P2
935_00_07_003	Site - Roof Plan	P1
935_00_07_004	Site - Ground Plan	P2
935_00_07_005	Site - Basement Plan B1	P1
935_00_07_006	Site - Basement Plan B2 & LUL Box	P1
935_00_07_010	Site - Key Plan	P1
GA Plans - Existing East Site		
935_01_07_050	Existing East Site - Roof Plan	P1
GA Plans - Existing West Site		
935_02_07_050	Existing West Site - Roof Plan	P1
GA Elevations - Existing East Site		
935_01_07_060	Existing East Site - North Elevation	P1
935_01_07_061	Existing East Site - East Elevation	P1
935_01_07_062	Existing East Site - South Elevation	P1
935_01_07_063	Existing East Site - West Elevation	P1
935_01_07_064	Existing East Site - London Coronet Theatre	P1
GA Elevations - Existing West Site		

935_02_07_020	Existing West Site - East Elevation	P1
935_02_07_060	Existing West Site - North Elevation	P1
935_02_07_061	Existing West Site - East Elevation	P1
935_02_07_062	Existing West Site - South Elevation	P1
935_02_07_063	Existing West Site - West Elevation	P1
GA Plans - Proposed East Site		
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935_01_07_98	East Site - Lower Basement Plan	P3
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935_01_07_102	East Site - Second Floor Plan	P1
935_01_07_103	East Site - Third Floor Plan	P1
935_01_07_104	East Site - Fourth Floor Plan	P1
935_01_07_105	East Site - Fifth Floor Plan	P1
935_01_07_106	East Site - Sixth Floor Plan	P1
935_01_07_107	East Site - Seventh Floor Plan	P1
935_01_07_108	East Site - Eighth Floor Plan	P1
935_01_07_109	East Site - Ninth Floor Plan	P1
935_01_07_110	East Site - Tenth Floor Plan	P1
935_01_07_111	East Site - Eleventh Floor Plan	P1
935_01_07_112	East Site - Twelfth to Fifteenth Floor Plan	P1
935_01_07_116	East Site - Sixteenth Floor Plan	P1
935_01_07_117	East Site - Seventeenth to Nineteenth Floor Plan	P1
935_01_07_120	East Site - Twentieth Floor Plan	P1
935_01_07_121	East Site - Twenty-first Floor Plan	P1
935_01_07_122	East Site - Twenty-Second Floor Plan	P1
935_01_07_128	East Site - Twenty-Eight Floor Plan	P1
935_01_07_129	East Site - Twenty-Ninth Floor Plan	P1
935_01_07_134	East Site - Thirtieth Floor Plan (plant)	P1
935_01_07_135	East Site - Roof Plan	P1
GA Plans - Proposed West Site		
935_02_07_99	West Site - Basement Plan	P1
935_02_07_100	West Site - Ground Floor Plan	P2
935_02_07_100UG	West Site - Upper Ground Floor Plan	P1
935_02_07_101	West Site - First Floor Plan	P1
935_02_07_102	West Site - Second Floor Plan	P1
935_02_07_103	West Site - Third Floor Plan	P1
935_02_07_104	West Site - Fourth Floor Plan	P1
935_02_07_105	West Site - Fifth Floor Plan	P1
935_02_07_106	West Site - Sixth Floor Plan	P1
935_02_07_107	West Site - Seventh Floor Plan	P1
935_02_07_108	West Site - Eighth to Ninth Floor Plan	P1
935_02_07_109	-	

935_02_07_110	West Site - Tenth to Eleventh Floor Plan	P1
935_02_07_111	-	
935_02_07_112	West Site - Twelfth to Fourteenth Floor Plan	P1
935_02_07_113	-	
935_02_07_114	-	
935_02_07_115	West Site - Fifteenth Floor Plan	P1
935_02_07_116	West Site - Sixteenth Floor Plan	P1
935_02_07_118	West Site - Eighteenth Floor Plan	P1
935_02_07_119	West Site - Nineteenth Floor Plan	P1
935_02_07_120	West Site - Twentieth to Twenty-First Floor Plan	P1
935_02_07_122	West Site - Twenty-Second Floor Plan	P1
935_02_07_123	West Site - Twenty-Third to Twenty-fourth Floor Plan	P1
935_02_07_125	West Site - Twenty-Fifth to Twenty-Sixth Floor Plan	P1
935_02_07_127	West Site - Twenty-Seventh Floor Plan	P1
935_02_07_128	West Site - Twenty-Eighth to Thirty-Third Floor Plan	P1
935_02_07_134	West Site - Thirty-Fourth Floor Plan	P1
935_02_07_135	West Site - Roof Plan	P1
GA Elevations - Site		
935_00_07_200	Site - North Elevation	P2
GA Elevations - East Site		
935_01_07_210	East Site - Peninsular Elevation	P1
935_01_07_211	East Site - North Elevation	P1
935_01_07_212	East Site - East Elevation	P1
935_01_07_213	East Site - South Elevation	P1
935_01_07_214	East Site - West Elevation	P1
935_01_07_215	East Site - Station Route Elevation 1	P1
935_01_07_216	East Site - Station Route Elevation 2	P2
935_01_07_217	East Site - Park Route Elevation 1	P1
935_01_07_218	East Site - Park Route Elevation 2	P1
GA Elevations - West Site		
935_02_07_210	West Site - Elephant and Castle	P2
935_02_07_211	West Site - St George's Road (North)	P2
935_02_07_212	West Site - South Elevation	P2
935_02_07_213	West Site - Oswin Street Elevation (West)	P1
935_02_07_214	West Site - Pastor Street Elevation (West)	P1
935_02_07_215	West Site - Pastor Street Elevation (East)	P1
935_02_07_216	West Site - Link Street Elevations	P1
GA Sections - Site		
935_00_07_300	Site Section AA	P2
935_00_07_301	Site Section BB	P1
935_00_07_302	Site Section CC	P1
GA Sections - East Site		
935_01_07_310	East Site - Section AA	P2
935_01_07_311	East Site - Section BB	P1

935_01_07_312	East Site - Section CC	P1
GA Sections - West Site		
935_02_07_310	West Site - Section AA	P1
935_02_07_311	West Site - Section BB	P1
935_02_07_312	West Site - Section CC	P1
GA Bay Studies - East Site		
935_01_07_501	East Site - Bay Study - Building E3, Tower 3	P1
935_01_07_502	East Site - Bay Study - Building E3	P1
935_01_07_503	East Site - Bay Study - Typical Tower	P1
935_01_07_504	East Site - Bay Study - Typical Tower	P1
935_01_07_505	East Site - Bay Study - Building E2	P1
935_01_07_506	East Site - Bay Study - Building E2	P1
935_01_07_507	East Site - Bay Study - Building E2	P1
935_01_07_508	East Site - Bay Study - Building E4	P1
935_01_07_509	East Site - Bay Study - Footbridge	P1
935_01_07_510	-	
935_01_07_511	East Site - Bay Study - UAL	P1
935_01_07_512	East Site - Bay Study - UAL	P1
935_01_07_513	East Site - Bay Study - UAL	P1
935_01_07_514	East Site - Bay Study - UAL	P1
935_01_07_515	East Site - Bay Study - UAL	P1
935_01_07_516	East Site - Bay Study - UAL	P1
935_01_07_517	East Site - Bay Study - UAL	P1
935_01_07_518	East Site - Bay Study - UAL	P1
GA Bay Studies - West Site		
935_02_07_500	West Site - Bay Study - Mansion Block	P1
935_02_07_501	West Site - Bay Study - Mansion Block	P1
935_02_07_502	West Site - Bay Study - Mansion Block	P1
935_02_07_503	West Site - Bay Study - Mansion Block	P1
935_02_07_504	West Site - Bay Study - Mansion Block	P1
935_02_07_505	West Site - Bay Study - W2 Tower 2	P1
935_02_07_506	West Site - Bay Study - W2 Tower 3	P1
935_02_07_507	West Site - Bay Study - W2 Tower 4	P1
935_02_07_508	West Site - Bay Study - Music Venue	P2
935_02_07_509	West Site - Bay Study - Music Venue	P2
935_00_Reports		
935_00_DAS	Design & Access Statement	P1
935_00_Schedule - Supplementary Information		
935_01_2QA_Residential Unit Types Schedule		12.06.2017
935_02_2QA_Residential Unit Types Schedule		12.06.2017
935_02_2QA_Site Area Schedule_Elephant & Castle Total		15.06.2017
935_02_2QA_Site Area Schedule_East Site		15.06.2017

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935_02_2QA_Site Area Schedule_West Site	15.06.2017

935_00_Sketches - Supplementary Information

935_01_SK093	East Site - Detail Flat Layouts	1:50	A1	P1
935_01_SK094	East Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK138	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK139	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK140	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK141	West Site - Detail Flat Layouts	1:50	A1	P1

Key Plan	TOWN617(03)3001
East Site: Ground Level	TOWN617(03)3002
West Site: Ground Level	TOWN617(03)3003
East Site: E3 Podium	TOWN617(03)3102
East Site: E2 Podium	TOWN617(03)3103
West Site: W2 Podium	TOWN617(03)3104
West Site: W3 Building 1,2,3 Podium	TOWN617(03)3105
West Site: W1 Tower 1 - 7th Floor	TOWN617(03)3106
West Site: Tower 1 and Tower 2 - 10th Floor	TOWN617(03)3107
West Site: W2 , Tower 2 - 12th Floor	TOWN617(03)3108
West Site: W1 - 15th Floor	TOWN617(03)3109
West Site: W2 - 18th Floor	TOWN617(03)3110
West Site: W2 20th Floor	TOWN617(03)3111
West Site: W2 - 22nd Floor	TOWN617(03)3112
West Site: W2, Tower 3 - 27th Floor	TOWN617(03)3113

Documents

Design and Access Statement prepared by Allies & Morrison, Planning Statement including Draft Section 106 Heads of Terms prepared by DP9, Retail Assessment prepared by DP9, Regeneration Statement prepared by Regeneris, Statement of Community Involvement (SCI) prepared by Carvil Ventures, Transport Assessment prepared by WSP | Parsons Brinckerhoff, Draft Interim Framework Travel Plan prepared by WSP | Parsons Brinckerhoff, Delivery and Servicing Plan prepared by WSP | Parsons Brinckerhoff, Construction Management Plan prepared by MACE, Waste Management Strategy prepared by WSP | Parsons Brinckerhoff, Arboricultural Impact Assessment prepared by Waterman, Affordable Housing Statement prepared by DS2, Energy Statement prepared by Hoare Lea, Sustainability Strategy including BREEAM Pre-assessment prepared by Hoare Lea, Equalities Statement prepared by Quod, Rapid Health Impact Assessment prepared by Ricardo, Internal Daylight and Sunlight Report prepared by Hoare Lea, Environmental Statement coordinated by Waterman, Financial viability assessment executive summary and full appraisal prepared by DS2; Updated bat survey report, Transport Assessment Addendum, Affordable Housing Addendum, CGIs showing relationship with Metropolitan Tabernacle, Overshadowing Assessments September 2016 and 26th July 2017, Acoustic Design Corsica Studios affecting South East block revision 03, Noise Emissions Corsica Studios Briefing Note 10th April 2017, Corsica Studios and Interim Construction Phase Technical Note, Design and Access Statement Addendum, Equalities Statement Addendum, Figure 14.1: View of the Model in the Wind Tunnel, Response to waste management comments, Letter from Watermans dated 19th June 2017 regarding EIA implications of the proposed amendments, Elephant and Castle commentary on sections through the site including figures 1 and 2 (for archaeology), Basement Impact Assessment, larger details of townscape view assessment point 23A.1, Daylight / sunlight addendum, Sustainability document revision B, Overshadowing Assessments dated 14th December 2017 (for the proposed communal gardens).

Letter from DP9 dated 13th February 2018 updating the proposals, Transport technical note for D2 land use on west site dated February 2018, Financial Viability Assessment – executive summary update, OEQS additional information dated February 2018, letter from Waterman dated 9th February 2018 (EIA update letter), Transport Statement Appendix T (LCC survey data), Statement of Community Involvement Addendum dated June 2018, update letter from DP9 dated 15th June 2018, Development Appraisals dated 13th June 2018.

Definitions

- a) "Phasing Plan" means the two phases of comprehensive redevelopment as assessed within the Environmental Statement (September 2016) and subsequent letter from Watermans dated 19th June 2017 regarding EIA implications of the proposed amendments. For the avoidance of doubt, a Phasing Plan is to be submitted pursuant to condition 3.

Subject to the following conditions:

Time limit for implementing this permission and the approved plans

1. The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans:

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Site Location Plans		
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935_01_07_121	East Site - Twenty-first Floor Plan	P1
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935_02_07_104	West Site - Fourth Floor Plan	P1
935_02_07_105	West Site - Fifth Floor Plan	P1
935_02_07_106	West Site - Sixth Floor Plan	P1
935_02_07_107	West Site - Seventh Floor Plan	P1
935_02_07_108	West Site - Eighth to Ninth Floor Plan	P1
935_02_07_109	-	
935_02_07_110	West Site - Tenth to Eleventh Floor Plan	P1
935_02_07_111	-	
935_02_07_112	West Site - Twelfth to Fourteenth Floor Plan	P1
935_02_07_113	-	
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935_01_07_213	East Site - South Elevation	P1
935_01_07_214	East Site - West Elevation	P1
935_01_07_215	East Site - Station Route Elevation 1	P1
935_01_07_216	East Site - Station Route Elevation 2	P2
935_01_07_217	East Site - Park Route Elevation 1	P1
935_01_07_218	East Site - Park Route Elevation 2	P1
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935_02_07_214	West Site - Pastor Street Elevation (West)	P1
935_02_07_215	West Site - Pastor Street Elevation (East)	P1
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935_01_07_506	East Site - Bay Study - Building E2	P1
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935_01_07_510	-	
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935_01_07_512	East Site - Bay Study - UAL	P1
935_01_07_513	East Site - Bay Study - UAL	P1
935_01_07_514	East Site - Bay Study - UAL	P1
935_01_07_515	East Site - Bay Study - UAL	P1
935_01_07_516	East Site - Bay Study - UAL	P1
935_01_07_517	East Site - Bay Study - UAL	P1
935_01_07_518	East Site - Bay Study - UAL	P1
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935_02_07_506	West Site - Bay Study - W2 Tower 3	P1
935_02_07_507	West Site - Bay Study - W2 Tower 4	P1
935_02_07_508	West Site - Bay Study - Music Venue	P2
935_02_07_509	West Site - Bay Study - Music Venue	P2
935_00_Reports		
935_00_DAS	Design & Access Statement	P1

935_00_Schedule - Supplementary Information

935_01_2QA_Residential Unit Types Schedule	12.06.20 17
935_02_2QA_Residential Unit Types Schedule	12.06.20 17
935_02_2QA_Site Area Schedule_Elephant & Castle Total	15.06.20 17
935_02_2QA_Site Area Schedule_East Site	15.06.20 17
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935_01_SK093	East Site - Detail Flat Layouts	1:50	A1	P1
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935_02_SK138	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK139	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK140	West Site - Detail Flat Layouts	1:50	A1	P1
935_02_SK141	West Site - Detail Flat Layouts	1:50	A1	P1

Key Plan	TOWN617(03)3001
East Site: Ground Level	TOWN617(03)3002
West Site: Ground Level	TOWN617(03)3003

East Site: E3 Podium	TOWN617(03)3102
East Site: E2 Podium	TOWN617(03)3103
West Site: W2 Podium	TOWN617(03)3104
West Site: W3 Building 1,2,3 Podium	TOWN617(03)3105
West Site: W1 Tower 1 - 7th Floor	TOWN617(03)3106
West Site: Tower 1 and Tower 2 - 10th Floor	TOWN617(03)3107
West Site: W2 , Tower 2 - 12th Floor	TOWN617(03)3108
West Site: W1 - 15th Floor	TOWN617(03)3109
West Site: W2 - 18th Floor	TOWN617(03)3110
West Site: W2 20th Floor	TOWN617(03)3111
West Site: W2 - 22nd Floor	TOWN617(03)3112
West Site: W2, Tower 3 - 27th Floor	TOWN617(03)3113

Reason:

For the avoidance of doubt and in the interests of proper planning.

2. The development hereby permitted shall be begun before the end of five years from the date of this permission.

Reason:

As required by Section 91 of the Town and Country Planning Act 1990 as amended.

Site wide conditions

3. The development hereby permitted shall be carried out in accordance with a Phasing Plan to be submitted to and approved in writing by the Local Planning Authority prior to works commencing. The Phasing Plan may be amended from time to time, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the GLA and Transport for London), and providing the submission of any updated Phasing Plan shall comply with the requirements of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 2011.

Reason:

To ensure that any proposed new and / or different environmental effects relating to any proposed changes to the phasing of the Development have been properly assessed in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

4. Notwithstanding the provisions of Part 16 and 25 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) no external telecommunications equipment or structures shall be placed on the roof or any other part of a building hereby permitted without the prior written consent of the Local Planning Authority.

Reason:

In order to ensure that no telecommunications plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity and 3.13 Urban Design of the Southwark Plan 2007.

East site conditions

Pre-commencement condition(s) - unless otherwise stated, the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the council before any work in connection with implementing the east site works granted by this permission is commenced.

5. Site Contamination

a) Prior to the commencement of any development, a site investigation and risk assessment shall be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site.

i) The Phase 1 (desk study, site categorisation; sampling strategy etc.) shall be submitted to the Local Planning Authority for approval before the commencement of any intrusive investigations.

ii) Any subsequent Phase 2 (site investigation and risk assessment) shall be conducted in accordance with any

approved scheme and submitted to the Local Planning Authority for approval prior to the commencement of any remediation that might be required.

b) In the event that contamination is present, a detailed remediation strategy to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms prior to the commencement of development, other than works required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

c) Following the completion of the works and measures identified in the approved remediation strategy, a verification report providing evidence that all works required by the remediation strategy have been completed shall be submitted to and approved in writing by the Local Planning Authority.

d) In the event that potential contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing, in accordance with a-c above.

Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13' High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework 2012.

6. Tree Protection

Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

a) A pre-commencement meeting shall be arranged, the details of which shall be notified to the Local Planning Authority for agreement in writing prior to the meeting and prior to works commencing on site, including any demolition, changes to ground levels, pruning or tree removal.

b) A detailed Arboricultural Method Statement showing the means by which any retained trees on or directly adjacent to the site are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment, shall then be submitted to and approved in writing by the Local Planning Authority. The method statements shall include details of facilitative pruning specifications and a supervision schedule overseen by an accredited arboricultural consultant.

c) Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the pre-commencement meeting all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations. If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason:

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved

Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

7. Archaeological Implement Programme
Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological work in accordance with a written scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

8. Archaeological Evaluation
Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological evaluation works in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

9. Archaeological Mitigation
Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological mitigation works in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

10. Archaeological Foundation and Basement Design
Before any below ground work hereby authorised begins (excluding demolition), a detailed scheme showing the complete scope and arrangement of the basement and foundation design and all ground works shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that details of the foundations, ground works and all below ground impacts of the proposed development are detailed and accord with the programme of archaeological mitigation works to ensure the preservation of archaeological remains by record and in situ in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

11. Building Recording
No demolition or development shall take place before the applicant, or his/her agent or successors in title, has secured the implementation of a programme of building recording analysis (to Historic England Level 3) of the Coronet Theatre and the Elephant and Castle Shopping Centre. Details shall be submitted to and approved in writing by the Local Planning Authority prior to demolition/development commencing. The recording analysis shall be carried out by a professional archaeological/building recording consultant or organisation in accordance with the approved details.

Reason:

In order that the archaeological operations are undertaken to a suitable standard as to the details of the programme of works for the archaeological building recording in accordance with PPS5, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policy 3.19 Archaeology of the Southwark Plan 2007.

12. **Precautionary bat survey**
If more than two seasons pass between the most recent bat survey for the site and the commencement of demolition and/or tree works, an updated bat survey must be undertaken immediately prior to demolition or tree works by a licensed bat worker. Evidence that the survey has been undertaken shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of demolition and/or tree works.
- Reason:
In accordance with saved policy 3.28 'Biodiversity' of the Southwark Plan (2007).
13. **Groundwater investigations**
No below ground works shall commence (excluding demolition) until suitable investigations are undertaken to determine the ground and groundwater conditions (including levels) at the site and an updated basement impact assessment is submitted to and approved in writing by the Local Planning Authority. This should include groundwater mitigation measures as required, with the measures constructed in accordance with the approved details.
- Reason:
To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with section 5.3.3 of the Southwark Strategic Flood Risk Assessment (2008).
14. **Surface water drainage**
No below ground works shall commence (excluding demolition) until details of a surface water drainage strategy incorporating sustainable drainage principles to achieve a reduction in surface water run-off rates from the site to a minimum of 50% of that for the existing site during a 1% Annual Exceedance Probability (AEP) event, has been submitted to and approved in writing by Local Planning Authority. The site drainage must be constructed in accordance with the approved details.
- Reason:
To minimise the potential for the site to contribute to surface water flooding in accordance with saved policy 3.9 Water of the Southwark Plan, Strategic policy 13 of the Core Strategy (2011) and guidance in the Sustainable Design and Construction SPD (2009).
15. **Impact study for water infrastructure capacity**
Development shall not be commenced (excluding demolition) until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.
- Reason:
To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.
16. **Piling method statement**
No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- Reason:
The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.
17. **Prior to the commencement of the development on the east site, a strategy for ongoing engagement with the existing businesses and charities within the site detailing how they will be kept informed of the progression of the development, measures to notify existing businesses and charities at least 6 months before the closure of the shopping centre, and the setting up of a trader panel at least 6 months prior to the closure of the shopping centre shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved and the measures implemented at least 6 months before the shopping centre closes.**

Reason:

To ensure that existing businesses are informed of the likely impacts upon them in a timely manner, and in recognition of the equality impacts arising from the proposed development.

Commencement of works above grade - the details required to be submitted for approval by the conditions listed below must be submitted to and approved by the council before any work above grade is commenced. The term 'above grade' here means any works above ground level, excluding demolition.

18. Detailed construction drawings: East Site

Prior to the commencement of works above grade (excluding cores) typical section detail-drawings at a scale of 1:5 or 1:10 through the following elements of the approved buildings:

- the facades;
- the shop fronts;
- heads, cills and jambs of openings;
- parapets;
- roof edges for

i) Plot E1 LUL Station and Shopping Centre;

ii) E2 residential tower and Shopping Centre;

iii) E3 residential towers and Shopping Centre;

iv) E4 Shopping Centre (including measures to improve the appearance of the first floor of the shopping centre facing Elephant and Castle and Walworth Road)

and showing the re-use of the Elephant sculpture which is displayed at the front of the existing shopping centre, shall be submitted to the Local Planning Authority for approval in writing. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural or historic qualities of the listed building in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

19. Detailed Construction Drawings: Education Building

Prior to the commencement of works above grade (excluding cores) typical section detail drawings at a scale of 1:5/10 through the following elements of the approved education building:

- the facades;
- the shop fronts;
- heads, cills and jambs of all openings;
- parapets;
- roof edges;

shall be submitted to the Local Planning Authority for approval in writing. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural or historic qualities of the listed building in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

20. Sample panels: East Site

Sample panels of the external facing materials for the east site buildings including:

i) E1 LUL Station and Shopping Centre;

ii) E2 residential tower and Shopping Centre;

iii) E3 residential towers and Shopping Centre; and

iv) E4 Shopping Centre

to be used in the carrying out of this permission shall be presented on site and a detailed schedule of materials submitted to the Local Planning Authority for approval in writing before any works thereby affected are carried out;

the development shall not be carried out otherwise than in accordance with any such approval given. These samples must demonstrate how the proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Policy SP12, Design & Conservation of the Core Strategy 2011 and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

21. Sample panels: Education Building

Sample panels of the external facing materials for the education building to be used in the carrying out of this permission shall be presented on site and a detailed schedule of materials submitted to the Local Planning Authority for approval in writing before any works thereby affected are carried out; the development shall not be carried out otherwise than in accordance with any such approval given. These samples must demonstrate how the proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Policy SP12, Design & Conservation of the Core Strategy 2011 and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

22. Mock-up: Residential towers

Full-scale mock-ups of the façades of the east site residential towers E2 and E3 to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority before any works thereby affected are carried out; the development shall not be carried out otherwise than in accordance with any such approval given. These mock-ups must demonstrate how the proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

23. Mock-up: Education Building

A full-scale mock-up of the façade of the education building to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority before any above ground work in connection with this permission is carried out; the development shall not be carried out otherwise than in accordance with any such approval given. The mock-up must demonstrate how the proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

24. Green roof

Before any above grade work hereby authorised begins to plot E1, details of the green roof to plot E1 shall be submitted to and approved in writing by the Local Planning Authority. The green roof shall be:

- biodiversity based with extensive substrate base (depth 80-150mm);
- laid out in accordance with agreed plans; and
- planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (focused on wildflower planting, and no more than a maximum of 25% sedum coverage).

The green roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency. It shall be provided in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 2.18, 5.3, 5.10, and 511 of the London Plan 2011, saved policy

3.28 of the Southwark Plan and Strategic Policy 11 of the Southwark Core strategy.

25. Basement access – detailed design

Before any above grade work hereby authorised begins, detailed plans at an appropriate scale (and relevant supporting documentation) of the New Kent Road access to the basement servicing yard will be submitted and approved in writing by the local planning authority (in consultation with Transport for London). Submitted details should clearly set out how the immediate public realm and entrance to the basement servicing area can be designed to accommodate the efficient arrival/exit of vehicles, how the access will be monitored, managed and made secure and how the risk of pedestrian and vehicular conflicts will be minimised such that the basement access point will operate safely, securely and efficiently. The development shall be carried out in accordance with the approved details.

Reason

In order that the applicant can demonstrate that physical design measures and management controls have been implemented to ensure the safe operation of the servicing yard and forecourt, whilst also ensuring a high quality of public realm, to minimise conflict between pedestrians and vehicular traffic in accordance with Saved Policies 5.2 Transport Impacts and 5.3 Walking and Cycling of the Southwark Plan 2007, Strategic Policy 2 Sustainable Transport of the Core Strategy 2011 and the National Planning Policy Framework 2012.

26. Western viaduct boundary

Before any above grade work thereby affected begins to the western viaduct (southern section), details of the means of the boundary treatment along the west-facing railway viaduct shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given, and the approved means of enclosure shall be provided prior to the occupation of the development and retained as such thereafter.

Reason

In the interests of visual and residential amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 Design and conservation of The Core Strategy 2011 and Saved Policies 3.2 Protection of amenity, 3.12 Quality in Design, and 3.13 Urban design of the Southwark Plan 2007.

27. Telecommunications reception

Before any above grade work hereby authorised begins, details of how the impact of the development on television, radio and other telecommunications services will be assessed, the method and results of surveys carried out, and the measures to be taken to rectify any problems identified shall be submitted to and approved in writing by the Local Planning Authority. The premises shall not be occupied until any such mitigation measures as may have been approved have been implemented.

Reason

In order to ensure that any adverse impacts of the development on reception of residential properties is identified and resolved satisfactorily in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan 2007.

28. Public toilet

Prior to the commencement of above grade works, details of public toilet provision on the east site shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that there would be adequate public toilet provision within the development, in accordance with saved policy 1.7 'Development within town and local centres' of the Southwark Plan (2007).

29. a) Prior to commencement of any above grade works to any residential building on the east site an acoustic assessment and detailed scheme of insulation measures (to include residential glazing, façade and ventilation specifications in addition to any treatments applied to the source) shall be submitted to the Local Planning Authority for approval. The scheme of measures shall be designed to ensure that sound from 4/5 Elephant Rd shall not exceed 27dB LAeq (5min) (11:00pm-07:00am) in bedrooms and 32dB LAeq (5min) (11:00pm-07:00am) for living rooms (with residential windows and doors closed) in any new residential dwelling.
- b) Once approved, the scheme of insulation shall be installed fully in accordance with the approved details.

c) On completion and before the properties are occupied, validation testing to demonstrate compliance with the approved scheme of measures and above standards in (a) shall be undertaken using an agreed sample or about 10% of the affected properties. The report from the validation testing shall be approved in writing by the Local Planning Authority prior to first occupation.

d) In the event of failure of any validation test, further testing may be required by the Local Planning Authority to determine the extent of failure. Following this a scheme of additional works and/or mitigation measures shall be submitted to the Local Planning Authority for approval, and installed fully in accordance with the approved scheme. Further post-completion validation testing and remedial works shall be conducted until full compliance with the standard is demonstrated to the satisfaction of the Local Planning Authority.

e) The approved mitigation measures shall be permanently maintained thereafter.

Reason

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

30. Before any above grade work hereby authorised begins, detailed drawings of a hard and soft landscaping scheme for the communal amenity areas (including cross sections, surfacing materials, access, or pathways layouts, materials and edge details), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason

So that the Council may be satisfied with the details of the landscaping scheme in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

Pre-occupation conditions – the details required to be submitted for approval by the conditions listed below must be submitted to and approved by the council before the building(s) hereby permitted are occupied or the use hereby permitted is commenced

31. Bird boxes

Details of 4 mixed bird nesting boxes including open fronted boxes for black redstart, sparrow terraces and 1 peregrine tray together with details of no less than 6 swift nesting boxes / bricks shall be submitted to and approved in writing by the Local Planning Authority no later than 6 months prior to occupation. Details shall include the exact location, specification and design of the habitats.

They shall be installed within the development prior to the first occupation of the building of which they form part or the first use of the space in which they are contained in accordance with the approved details and shall be retained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 5.10 and 7.19 of the London Plan 2011, Policy 3.28 of the Southwark Plan and Strategic Policy 11 of the Southwark Core strategy.

32. Play

No later than 6 months prior to occupation details of the play equipment to be installed on the site shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided in

accordance with the details thereby approved prior to the occupation of the residential units. All playspace and communal amenity space within the development shall be available to all residential occupiers of the development in perpetuity.

Reason

To ensure that there would be adequate play facilities to serve the development, in accordance with saved policy 4.2 'Quality of accommodation' of the Southwark Plan (2007) and strategic policy 13 'High environmental standards' of the Core Strategy (2011).

33. Protection from vibration

The development shall be designed to ensure that habitable rooms in the residential element of the development are not exposed to vibration dose values in excess of 0.13 m/s during the night-time period of 23.00 – 07.00hrs.

Prior to the occupation of the residential accommodation a post construction validation test shall be submitted to and approved in writing by the Local Planning Authority to demonstrate that these standards have been met. Testing shall be fully in accordance with the methodology of BS EN ISO 140-4:1998 (for airborne sound) and BS EN ISO 140-7:1998 (for impact sound). Validation tests shall be carried out on a relevant sample of habitable rooms.

Reason:

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess vibration from transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

34. Internal Ventilation in Areas of Poor Air Quality

The uses hereby permitted shall not be begun until a scheme for the internal ventilation of the development with appropriately located plant inlets, filters, outlets and treatments for that use has been submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be provided prior to the first use of the development.

Reason:

In order to ensure a good standard of air quality, and to ensure that that the ventilation ducting and ancillary equipment will not result in odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity, in accordance with Strategic Policy 13 – High Environmental Standards of the Core Strategy 2011 and saved policy 3.2 Protection of Amenity of the Southwark Plan 2007.

35. Security measures

The development shall be designed to achieve Secured by Design certification. Certificates to demonstrate this shall be submitted to and approved in writing by the Local Planning Authority prior to the last occupation 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 The National Planning Policy Framework 2012, Strategic Policy 12 - Design and conservation of The Core Strategy 2011 and Saved Policy 3.14 Designing out crime of the Southwark plan 2007.

36. BREEAM

(a) Before any fit out works to the commercial premises hereby authorised begins, a BREEAM Design Stage Certificate and an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating for the class A1-A4 space and 'very good' for the class D2 space shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;

(b) Within 3 months of the first occupation of the building hereby permitted, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

Reason:

To ensure the proposal complies with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

37. Ventilation/Kitchen extract

Prior to the commencement of each cafe or restaurant use on the site (use class A3) full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, 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 the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

38. External lighting

Details of any external lighting to external areas surrounding the buildings shall be submitted to and approved by the Local Planning Authority in writing before any such lighting is installed. The development shall not be carried out otherwise in accordance with any such approval given.

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 safety and security of persons using the area and the amenity and privacy of adjoining occupiers 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.

39. Light pollution

Details to demonstrate whether there would be any light pollution to neighbouring residential properties as a result of the London College of Communications building, together with any mitigation measures if required, shall be submitted to and approved in writing by the Local Planning Authority. If mitigation is required, the approved details shall be implemented prior to the first use of the building and retained as such thereafter.

Reason:

To ensure that there would be no unacceptable light pollution to neighbouring residential properties, in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007) and strategic policy 12 'Design and conservation' of the Core Strategy (2011).

40. Flood evacuation plan

Before the development hereby permitted is occupied, a flood emergency and evacuation plan shall be submitted to and approved by the local planning authority (in consultation with the Council's Emergency Planning and Resilience Officer) including details of how occupants will be informed about and recommended to sign up to the Environment Agency Flood Warning Service. The flood emergency and evacuation plan shall be implemented on first occupation and carried out in accordance with the approved details.

Reason:

To ensure future occupiers are made aware of the flooding risk to this site within flood zone 3 in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and saved policy 3.9 Water of the Southwark Plan 2007.

41. Cycle storage (long stay)

Before the first occupation of the development, details of the long stay cycle storage facilities shall be provided to demonstrate that adequate provision is made in the locations identified on the plans approved herein and that the types of storage reflect the split presented in the approved Transport Assessment Addendum (WSP, June 2017). The long stay cycle parking shall thereafter be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason:

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce

reliance on the use of the private car in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 - Sustainable Transport of The Core Strategy and Saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007.

42. Community Use Scheme (education building)

Within 6 months of occupation of the education building, 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:

- i) A detailed plan and / or schedule of the Community Use Facilities;
- ii) The days and times of availability of the Community Use Facilities;
- iii) 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 educational establishment;
- iv) The management, maintenance and cost for use of the Community Use Facilities;
- v) A mechanism for review of the Community Use Scheme

The approved Community Use Scheme shall be implemented within 9 months of occupation of the education building and retained/maintained for the existence of the development.

Reason:

To secure community use of 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.

43. Community Use Scheme (leisure buildings)

Within 6 months of occupation of the leisure space, 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:

- i) A detailed plan and / or schedule of the Community Use Facilities;
- ii) The days and times of availability of the Community Use Facilities;
- iii) 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 educational establishment;
- iv) The management, maintenance and cost for use of the Community Use Facilities;
- v) A mechanism for review of the Community Use Scheme

The approved Community Use Scheme shall be implemented within 9 months of occupation of the education building and retained/maintained for the existence of the development.

Reason:

To secure community use of facilities in accordance with Saved Policy 2.2 'Provision of new community facilities 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.

Compliance conditions - the following conditions impose restrictions and/or other requirements that must be complied with at all times once the permission has been implemented

44. Sounds insulation: Education

The educational use shall meet the standards as described in the Department for Education Building Bulletin 93 'BB93: Acoustic design of schools -performance standards'.

Reason:

To ensure a good standard of amenity for future occupiers in accordance with strategic policy 13 'High environmental Standards' of the Core Strategy (2011) and saved policies 3.2 'Protection of amenity', 3.11 'Efficient use of land' and 3.12 'Quality in design' of the Southwark Plan (2007).

45. Vertical sound transmission between commercial and residential properties

The habitable rooms within the development sharing a party ceiling/floor element with commercial premises shall be designed and constructed to provide reasonable resistance to the transmission of sound sufficient to ensure that noise from the commercial premises does not exceed NR25* when measured as an L₁₀ across any 5 minute period.

(*NR20 if the future use of the commercial unit is known to be a license premises or to contain loud processes or equipment).

Party walls, floors and ceilings between the commercial premises and residential dwellings shall be designed to achieve the following minimum airborne sound insulation weighted standardised level difference:

- For A4 premises, D1\D2 premises such as places of worship, concert halls and community space for hire standards will be judged on a case by case basis depending on the exact nature of the use. Measures to achieve sound insulation greater than 60dB DnT,w + Ctr are likely to be necessary.
- For A3 or A5 premises or large A1 cafes, shops and supermarkets: At least 55dB DnT,w + Ctr
- For small cafés or shops: At least 50dB DnT,w + Ctr

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 within the commercial premises accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

46. Plant Noise

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. 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.

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, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

47. External Noise Levels in Private Amenity Areas

Private gardens and communal external amenity areas shall be designed to attain 50dB(A) LAeq, 16hr †. Where this is not possible to achieve despite implementing all reasonable mitigation measures, the standard can be reduced by 5dB so that the sound level does not exceed 55dB LAeq, 16hr.

†Daytime - 16 hours between 07:00-23:00hrs.

Reason:

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess noise in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

48. Sound transfer

Where dwellings (or parts of dwellings) within larger blocks are acoustically insulated against environmental noise, sound insulation standards are required to exceed the requirements of Building Regulations Approved Document E by 5dB, such that the airborne sound insulation weighted standardised level difference is increased by 5dB DnT,w + Ctr and the maximum allowable weighted standardised impact sound pressure level is reduced by 5dB LnT,w.

Reason:

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess noise in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

49. Underground Servicing Area Extract Ventilation

The underground servicing areas shall be fitted with an extract ventilation system that will achieve the standards set out in BS 7346-7:2013 'Components for smoke and heat control systems, the Code of practice on functional recommendations and calculation methods for smoke and heat control systems for covered car parks' and Building Regulations Approved Document F.

Reason

In order to ensure that that the ventilation ducting and ancillary equipment will not result in odour, fume or noise

nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

50. A3/A4 opening hours

Any class A3 (café / restaurant) and class A4 (drinking establishment) uses shall only be permitted to open between the hours of 0700 to 2300 Sunday to Thursday and 0700 to 0100 Fridays and Saturdays. The class D2 leisure use shall only be permitted to open between the hours of 0700 and 0100 daily.

Reason:

To safeguard the amenities of neighbouring residential properties in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

51. Potable water

Each dwelling hereby permitted shall be constructed to achieve at least the optional standard 36(2b) of Approved Document G of the Building Regulations (2015).

Reason:

To ensure the development complies with the National Planning Policy Framework 2012, Strategic Policy 13 (High environmental standards) of the Core Strategy 2011, saved policies 3.3 Sustainability and Energy Efficiency of the Southwark Plan and Policy 5.15 of the London Plan 2015 (Water use and supplies).

52. Refuse storage

Before the first occupation of a particular plot hereby permitted, the refuse storage arrangements shown on the approved drawings for that plot shall be provided and made available for use by the occupiers of the development, and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

Reason:

To ensure that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity and Policy 3.7 Waste Reduction of The Southwark Plan 2007

53. Wind microclimate

All wind microclimate mitigation measures detailed in section 7.2 (configuration 5) of the Environmental Statement shall be provided prior to the occupation of the development. These measures must be robust enough to limit the wind conditions to meet the activity criteria for that area/location as set out in the Lawson criteria, and wind speeds for cyclists must be 15m/s for no more than 1 hour per year (0.01% frequency) in the vicinity of the site.

Reason:

In the interests of amenity and safety, in accordance with saved policies 3.2 'Protection of amenity', 5.2 'Transport impacts' and 5.3 'Walking and cycling' of the Southwark Plan and strategic policies 2 'Sustainable Transport' and 13 'High environmental standards' of the Core Strategy (2011).

54. Retail floorspace requirement

A minimum of 50% of the retail space hereby approved shall be used for A1 purposes at any one time.

Reason:

To ensure that the proposal would provide a strong, retail focussed shopping centre for the area.

55. Accessible dwellings

90% of the residential units hereby permitted shall be constructed to standard M4(2) and 10% shall be constructed to standard M4(3) of Approved Document M of the Building Regulations (2015) – Access to and use of buildings.

Reason:

To ensure the development complies with Core Strategy 2011 Strategic Policy 5 (Providing new homes) and London Plan 2015 Policy 3.8 (Housing choice).

Other conditions – the following conditions are to be complied with and discharged in accordance with the individual requirements specified in the conditions

56. Archaeology Reporting Site Work

Within six months of the completion of archaeological site works, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority and that 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 Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

57. East Site Basement Access

Prior to the commencement of any works thereby affected, detailed plans and appropriate supporting information relating to the design of the basement vehicular ramp, including the design and location of shutters/barriers and any other methods of access control that are located outside of the public highway, shall be submitted to the local planning authority for approval in writing. The development shall proceed in accordance with any approval given.

Reason:

In order to demonstrate that the physical design and management controls proposed are sufficient to ensure the efficient operation of the basement access, that they will prevent vehicles from impeding the New Kent Road footway and will minimise conflict between pedestrians, cyclists and vehicular traffic in accordance with saved policies 5.2 'Transport Impacts' and 5.2 'Walking and cycling' of the saved Southwark Plan 2007 and the National Planning Policy Framework 2012

West Site conditions

Pre-commencement condition(s) - unless otherwise stated, the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the council before any work in connection with implementing the west site works granted by this permission is commenced.

58. Site Contamination

a) Prior to the commencement of any development, a site investigation and risk assessment shall be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site.

i) The Phase 1 (desk study, site categorisation; sampling strategy etc.) shall be submitted to the Local Planning Authority for approval before the commencement of any intrusive investigations.

ii) Any subsequent Phase 2 (site investigation and risk assessment) shall be conducted in accordance with any approved scheme and submitted to the Local Planning Authority for approval prior to the commencement of any remediation that might be required.

b) In the event that contamination is present, a detailed remediation strategy to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms prior to the commencement of development, other than works required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

c) Following the completion of the works and measures identified in the approved remediation strategy, a verification report providing evidence that all works required by the remediation strategy have been completed shall be submitted to and approved in writing by the Local Planning Authority.

d) In the event that potential contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing, in accordance with a-c above.

Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13' High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework 2012.

59. Tree Protection

Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

a) A pre-commencement meeting shall be arranged, the details of which shall be notified to the Local Planning Authority for agreement in writing prior to the meeting and prior to works commencing on site, including any demolition, changes to ground levels, pruning or tree removal.

a) A detailed Arboricultural Method Statement showing the means by which any retained trees on or directly adjacent to the site are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment, shall then be submitted to and approved in writing by the Local Planning Authority – this shall include for the retention of T13 (Beech). The method statements shall include details of facilitative pruning specifications and a supervision schedule overseen by an accredited arboricultural consultant.

b) Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the pre-commencement meeting all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.

If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason:

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

60. Archaeological Programme

Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological work in accordance with a written scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

61. Archaeological Evaluation

Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological evaluation works in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

62. Archaeological mitigation

Before any below ground work hereby authorised begins (excluding demolition), the applicant shall secure the implementation of a programme of archaeological mitigation works in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In order to demonstrate that the range of archaeological mitigation is sufficient having considered the potential impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

63. Archaeological Foundation and Basement Design

Before any below ground work hereby authorised begins (excluding demolition), a detailed scheme showing the complete scope and arrangement of the basement and foundation design and all ground works shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that details of the foundations, ground works and all below ground impacts of the proposed development are detailed and accord with the programme of archaeological mitigation works to ensure the preservation of archaeological remains by record and in situ in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

64. Groundwater

No below ground works (excluding demolition) shall commence until suitable investigations are undertaken to determine the ground and groundwater conditions (including levels) at the site and an updated basement impact assessment is submitted to and approved in writing by the Local Planning Authority. This should include groundwater mitigation measures as required, with the measures constructed in accordance with the approved details.

Reason:

To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with section 5.3.3 of the Southwark Strategic Flood Risk Assessment (2008).

65. Surface Water

No below grade works shall commence until details of a surface water drainage strategy incorporating sustainable drainage principles to achieve a reduction in surface water run-off rates from the site to a minimum of 50% of that for the existing site during a 1% Annual Exceedance Probability (AEP) event, has been submitted to and approved in writing by Local Planning Authority. The site drainage must be constructed in accordance with the approved details.

Reason:

To minimise the potential for the site to contribute to surface water flooding in accordance with saved policy 3.9 Water of the Southwark Plan, Strategic policy 13 of the Core Strategy (2011) and guidance in the Sustainable Design and Construction SPD (2009).

66. Piling

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason:

The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the

potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

67. Impact studies on water infrastructure
Development shall not be commenced (excluding demolition) until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason:

To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

Commencement of works above grade - the details required to be submitted for approval by the conditions listed below must be submitted to and approved by the council before any work above grade is commenced. The term 'above grade' here means any works above ground level, excluding demolition.

68. Notwithstanding the details presented on plan 935_02_07_100/Rev P3, prior to the commencement of works above grade detailed plans of the eastern public realm/footway and any proposed servicing bays on Oswin Street will be submitted to the Local Planning Authority for the approval in writing in order to demonstrate a satisfactory balance between accommodating the needs of the various road users with servicing demands and the delivery of a high quality public realm. The development shall proceed in accordance with any approval hereby given.

Reason:

In order to demonstrate that the transport impacts of the development are properly addressed as part of a coherent and high quality design solution in accordance with saved Southwark Plan policies 3.13 'Urban design' and 5.2 'Transport impacts' (2007), Core Strategy Strategic Policies 2 'Sustainable transport' and 12 'Design and conservation' (2011) and guidance in the Elephant and Castle SPD (2012) and National Planning Policy Framework (2012).

69. Detailed construction drawings
Prior to the commencement of works above grade (excluding cores) typical section detail-drawings at a scale of 1:5 or 1:10 through the following elements of the approved buildings referenced below:
- the facades;
 - the shop fronts;
 - heads, cills and jambs of openings;
 - parapets;
 - roof edges of

i) W1 residential tower;

ii) W2 residential towers (including safety measures to the balconies of tower W3 facing the Metropolitan Tabernacle and the 22nd floor level terrace and class D2 building (cultural venue); and

iii) W3 mansion blocks;

shall be submitted to the Local Planning Authority for approval in writing before any works thereby affected are carried out. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural or historic qualities of the listed building in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

70. Materials samples: West Site
Sample panels of the external facing materials for the west site buildings including:

i) W1 residential tower;

ii) W2 residential towers and class D2 building (cultural venue); and

iii) W3 mansion blocks

to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority before above-grade works thereby affected are carried out; the development shall not be carried out otherwise than in accordance with any such approval given. These samples must demonstrate how the

proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Policy SP12, Design & Conservation of the Core Strategy 2011 and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

71. Mock-Up: West Site

Full-scale mock-ups of the façades of the west site residential towers W1, W2 and W3 to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority before any above ground works thereby affected are carried out; the development shall not be carried out otherwise than in accordance with any such approval given. These samples must demonstrate how the proposal makes a contextual response in terms of materials to be used.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with the NPPF (2012), Strategic policy SP12 – Design & Conservation - of the Core Strategy (2011) and saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.20 Tall buildings of The Southwark Plan (2007).

72. Green Roof

Before any above grade work hereby authorised begins, the feasibility of providing a green or brown roof shall be submitted to and approved in writing by the Local Planning Authority. If it is deemed to be feasible, full details of the green or brown roof shall be provided which shall be:

- biodiversity based with extensive substrate base (depth 80-150mm);
- laid out in accordance with agreed plans; and
- planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (focused on wildflower planting, and no more than a maximum of 25% sedum coverage).

The biodiversity (green/brown) roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency. The biodiversity roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 2.18, 5.3, 5.10, and 5.11 of the London Plan 2016, saved policy 3.28 of the Southwark Plan 2007 and Strategic Policy 11 of the Southwark Core Strategy 2011.

73. Green Wall

Before any above grade work hereby authorised begins, details of the green wall shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The wall shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency. The green wall shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 2.18, 5.3, 5.10, and 5.11 of the London Plan 2016, saved policy 3.28 of the Southwark Plan and Strategic Policy 11 of the Southwark Core Strategy 2011

74. Means of enclosure

Before any above grade work hereby authorised begins, details of the means of enclosure for the ground floor units in plot W3 (the Mansion Block) facing Oswin Street shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given and the means of enclosure provided prior to the occupation of the plot.

Reason:

In the interests of visual and residential amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 Design and conservation of The Core Strategy 2011 and Saved Policies 3.2 Protection of amenity, 3.12 Quality in Design, and 3.13 Urban design of the Southwark Plan 2007.

75. Telecommunications reception

Before any above grade work hereby authorised begins, details of how the impact of the development on television, radio and other telecommunications services will be assessed, the method and results of surveys carried out, and the measures to be taken to rectify any problems identified shall be submitted to and approved in writing by the Local Planning Authority. The premises shall not be occupied until any such mitigation measures as may have been approved have been implemented.

Reason:

In order to ensure that any adverse impacts of the development on reception of residential properties is identified and resolved satisfactorily in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan 2007.

76. Before any above grade work hereby authorised begins, detailed drawings of a hard and soft landscaping scheme for the communal amenity areas (including cross sections, surfacing materials, access, or pathways layouts, materials and edge details), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason

So that the Council may be satisfied with the details of the landscaping scheme in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

Pre-occupation conditions – the details required to be submitted for approval by the conditions listed below must be submitted to and approved by the council before the building(s) hereby permitted are occupied or the use hereby

76. Bird boxes

Details of 4 mixed bird nesting boxes including open fronted boxes for black redstart, sparrow terraces and 1 peregrine tray together with details of no less than 6 swift nesting boxes / bricks shall be submitted to and approved in writing by the Local Planning Authority no later than 6 months prior to occupation. Details shall include the exact location, specification and design of the habitats.

They shall be installed within the development prior to the first occupation of the building of which they form part or the first use of the space in which they are contained in accordance with the approved details and shall be retained as such thereafter.

Reason:

To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 5.10 and 7.19 of the London Plan 2016, Policy 3.28 of the Southwark Plan 2007 and Strategic Policy 11 of the Southwark Core Strategy 2011.

77. Play

No later than 6 months prior to occupation details of the play equipment to be installed on the site shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided in accordance with the details thereby approved prior to the occupation of the residential units. All playspace and communal amenity space within the development shall be available to all residential occupiers of the development in perpetuity.

Reason:

To ensure that there would be adequate play facilities to serve the development, in accordance with saved policy

4.2 'Quality of accommodation' of the Southwark Plan (2007) and strategic policy 13 'High environmental standards' of the Core Strategy (2011).

78 Wind microclimate

a) All wind microclimate mitigation measures detailed in section 7.2 (configuration 5) of the Environmental Statement shall be provided prior to the occupation of the development. These measures must be robust enough to limit the wind conditions to meet the activity criteria for that area/location as set out in the Lawson criteria, and wind speeds for cyclists must be 15m/s for no more than 1 hour per year (0.01% frequency) in the vicinity of the site.

b) Two additional receptors shall be tested for wind microclimate, one at the side entrance to the Metropolitan Tabernacle church and the other underneath the archway which leads to the passageway along the northern side of the Metropolitan Tabernacle. Any mitigation required must be robust enough to limit the wind conditions to meet the activity criteria for that area/location as set out in the Lawson criteria. Details to demonstrate this shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of above grade works and implemented prior to the occupation of the development.

Reason

In the interests of amenity and safety, in accordance with saved policies 3.2 'Protection of amenity', 5.2 'Transport impacts' and 5.3 'Walking and cycling' of the Southwark Plan and strategic policies 2 'Sustainable Transport' and 13 'High environmental standards' of the Core Strategy (2011).

79 Protection from vibration

The development shall be designed to ensure that habitable rooms in the residential element of the development are not exposed to vibration dose values in excess of 0.13 m/s during the night-time period of 23.00 – 07.00hrs.

Prior to the occupation of the residential accommodation a post construction validation test shall be submitted to and approved in writing by the Local Planning Authority to demonstrate that these standards have been met. Testing shall be fully in accordance with the methodology of BS EN ISO 140-4:1998 (for airborne sound) and BS EN ISO 140-7:1998 (for impact sound). Validation tests shall be carried out on a relevant sample of habitable rooms.

Reason

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess vibration from transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

80 Internal Ventilation in Areas of Poor Air Quality

The uses hereby permitted shall not be begun until a scheme for the internal ventilation of the development with appropriately located plant inlets, filters, outlets and treatments has been submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be provided prior to the first use of the development.

Reason

In order to ensure a good standard of air quality, and to ensure that that the ventilation ducting and ancillary equipment will not result in odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity, in accordance with Strategic Policy 13 – High Environmental Standards of the Core Strategy 2011 and saved policy 3.2 Protection of Amenity of the Southwark Plan 2007.

81 Security measures

The development shall be designed to achieve Secured by Design certification. Certificates to demonstrate this shall be submitted to and approved in writing by the Local Planning Authority prior to the last occupation 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 The National Planning Policy Framework 2012, Strategic Policy 12 - Design and conservation of The Core Strategy 2011 and Saved Policy 3.14 Designing out crime of the Southwark plan 2007.

82 BREEAM

(a) Before any fit out works to the commercial premises hereby authorised begins, a BREEAM Design Stage Certificate and an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating for the class A1-A4 space and office space and 'very good' for the class D2 space (cultural venue) shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;

(b) Within 3 months of the first occupation of the building hereby permitted, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

Reason:

To ensure the proposal complies with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

83 Obscure glazing

Details of obscure glazing or other device to maintain privacy between opposite facing windows on the southern elevation of tower W1 and the northern elevation of plot W3 (the Mansion Block) shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to the occupation of the affected residential units and retained as such thereafter.

Reason:

In order to protect the privacy and amenity of future occupiers of the development, in accordance with saved policy 4.2 'Quality of design' of the Southwark Plan (2007).

84 Ventilation/Kitchen extract

Prior to the commencement of each cafe or restaurant use on the site (use class A3) full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, 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 the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

85 External lighting

Details of any external lighting to external areas surrounding the buildings shall be submitted to and approved by the Local Planning Authority in writing before any such lighting is installed. The development shall not be carried out otherwise in accordance with any such approval given.

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 safety and security of persons using the area and the amenity and privacy of adjoining occupiers 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.

86 Flood evacuation plan

Before the development hereby permitted is occupied, a flood emergency and evacuation plan shall be submitted to and approved by the local planning authority (in consultation with the Council's Emergency Planning and Resilience Officer) including details of how occupants will be informed about and recommended to sign up to the Environment Agency Flood Warning Service. The flood emergency and evacuation plan shall be implemented on first occupation and carried out in accordance with the approved details.

Reason:

To ensure future occupiers are made aware of the flooding risk to this site within flood zone 3 in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core

Strategy 2011 and saved policy 3.9 Water of the Southwark Plan 2007.

87 Cycle storage (long stay)

Before the first occupation of the development, details of the long stay cycle storage facilities shall be provided to demonstrate that adequate provision is made in the locations identified on the plans approved herein and that the types of storage reflect the split presented in the approved Transport Assessment Addendum (WSP, June 2017). The long stay cycle parking shall thereafter be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 - Sustainable Transport of The Core Strategy and Saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007.

88 Cultural venue noise outbreak

The class D2 building (cultural venue) hereby approved shall be designed to meet the recommended levels set out in British Standard BS8233:2014. The LA10 sound from amplified and non-amplified music and amplified speech shall not exceed the lowest L90 (5min), 1m from the facade of any sensitive receptor in all octave bands between 63Hz and 8 kHz.

Prior to the first use of this facility details to demonstrate compliance with these requirements and to demonstrate that the use would not adversely impact upon nearby sensitive receptors shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

89 Community Use Scheme (leisure buildings)

Within 6 months of occupation of the leisure space, 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:

- i) A detailed plan and / or schedule of the Community Use Facilities;
- ii) The days and times of availability of the Community Use Facilities;
- iii) 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 educational establishment;
- iv) The management, maintenance and cost for use of the Community Use Facilities;
- v) A mechanism for review of the Community Use Scheme

The approved Community Use Scheme shall be implemented within 9 months of occupation of the education building and retained/maintained for the existence of the development.

Reason:

To secure community use of facilities in accordance with Saved Policy 2.2 'Provision of new community facilities 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.

Compliance conditions - the following conditions impose restrictions and/or other requirements that must be complied with at all times once the permission has been implemented

90 Accessible dwellings

90% of the residential units hereby permitted shall be constructed to standard M4(2) and 10% shall be constructed to standard M4(3) of Approved Document M of the Building Regulations (2015) – Access to and use of buildings.

Reason:

To ensure the development complies with Core Strategy 2011 Strategic Policy 5 (Providing new homes) and London Plan 2015 Policy 3.8 (Housing choice).

- 91 Residential units – internal noise levels
The dwellings hereby permitted shall be designed to ensure that the following internal noise levels specified by BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings are not exceeded due to environmental noise:

Bedrooms - 35dB LAeq T†, 30 dB LAeq T*, 45dB LAFmax T *

Living rooms- 35dB LAeq T †

Dining room - 40 dB LAeq T †

* - Night-time 8 hours between 23:00-07:00

† - Daytime 16 hours between 07:00-23:00.

Reason:

To ensure a good standard of accommodation for future occupiers, in accordance with saved policy 4.2 'Quality of accommodation' of the Southwark Plan (2007).

- 92 Vertical sound transmission between commercial and residential properties
The habitable rooms within the development sharing a party ceiling/floor element with commercial premises shall be designed and constructed to provide reasonable resistance to the transmission of sound sufficient to ensure that noise from the commercial premises does not exceed NR25* when measured as an L₁₀ across any 5 minute period.

(*NR20 if the future use of the commercial unit is known to be a license premises or to contain loud processes or equipment).

Party walls, floors and ceilings between the commercial premises and residential dwellings shall be designed to achieve the following minimum airborne sound insulation weighted standardised level difference:

- a) For A4 premises, D1\D2 premises such as places of worship, concert halls and community space for hire standards will be judged on a case by case basis depending on the exact nature of the use, and measures to achieve sound insulation greater than 60dB DnT,w + Ctr are likely to be necessary.
- b) For A3 or A5 premises or large A1 cafes, shops and supermarkets: At least 55dB DnT,w + Ctr
- c) For small cafés or shops: At least 50dB DnT,w + Ctr

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 within the commercial premises accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

- 93 Plant Noise
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. 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.

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, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

- 94 External Noise Levels in Private Amenity Areas
Private gardens and communal external amenity areas shall be designed to attain 50dB(A) LAeq, 16hr † . Where this is not possible to achieve despite implementing all reasonable mitigation measures, the standard can be reduced by 5dB so that the sound level does not exceed 55dB LAeq, 16hr.

†Daytime - 16 hours between 07:00-23:00hrs.

Reason

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of

excess noise in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

95 Sound transfer

Where dwellings (or parts of dwellings) within larger blocks are acoustically insulated against environmental noise, sound insulation standards are required to exceed the requirements of Building Regulations Approved Document E by 5dB such that airborne sound insulation weighted standardised level difference is increased by 5dB DnT,w + Ctr and the maximum allowable weighted standardised impact sound pressure level is reduced by 5dB LnT,w.

Reason:

To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess noise in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011), saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and the National Planning Policy Framework 2012.

96 Underground Car-park Extract Ventilation

The underground car park / servicing areas shall be fitted with an extract ventilation system that will achieve the standards set out in BS 7346-7:2013 'Components for smoke and heat control systems. Code of practice on functional recommendations and calculation methods for smoke and heat control systems for covered car parks' and Building Regulations Approved Document F.

Reason:

In order to ensure that that the ventilation ducting and ancillary equipment will not result in odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

97 A3/A4 Opening hours

Any class A3 (café / restaurant) and class A4 (drinking establishment) uses shall only be permitted to open between the hours of 0700 to 2300 Sunday to Thursday and 0700 to 0100 Fridays and Saturdays. The class D2 leisure use shall only be permitted to open between the hours of 0700 and 0100 daily.

Reason:

To safeguard the amenities of neighbouring residential properties in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

98 Potable water

Each dwelling hereby permitted shall be constructed to achieve at least the optional standard 36(2b) of Approved Document G of the Building Regulations (2015).

Reason

To ensure the development complies with the National Planning Policy Framework 2012, Strategic Policy 13 (High environmental standards) of the Core Strategy 2011, saved policies 3.3 Sustainability and Energy Efficiency of the Southwark Plan and Policy 5.15 of the London Plan 2015 (Water use and supplies).

99 Refuse storage

Before the first occupation of the development hereby permitted, the refuse storage arrangements shown on the approved drawings shall be provided and made available for use by the occupiers of the development and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

Reason:

To ensure that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 201 and Saved Policies 3.2 Protection of Amenity and Policy 3.7 Waste Reduction of The Southwark Plan 2007

100 Electric Vehicle Charging Points

The basement wheelchair accessible car parking shown on the drawings hereby approved shall be provided prior to the occupation of the development and shall be retained as such thereafter for the purposes of car parking for vehicles. 20 per cent of all of the car parking spaces hereby approved shall be fitted with charging points for

electric vehicles, and an additional 20 per cent shall incorporate passive provision for the charging of electric vehicles in the future.

Reason

To ensure that there would be adequate wheelchair accessible parking to serve the development and that an appropriate proportion is equipped as electric vehicle charging points, in accordance with saved policy 5.7 'Wheelchair accessible parking' of the Southwark Plan (2007) and to encourage more sustainable travel in accordance with The National Planning Policy Framework 2012, policy 6.13 'Parking' of the London Plan (2016), Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policies 3.1 Environmental Effects and 5.2 Transport Impacts of the Southwark Plan 2007.

Other conditions

101 Archaeology Reporting Site Work

Within six months of the completion of archaeological site works, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority and that 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 Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

102 Prior to the commencement of any works thereby affected, detailed plans and appropriate supporting information relating to the design of the basement vehicular ramp, including details of a traffic management system to establish priority for incoming vehicles and of the position of any traffic lights and/or signage that are located outside of the public highway shall be submitted to the local planning authority for approval in writing. The development shall proceed in accordance with any approval given.

Reason

In order to demonstrate that access to the site is safe, efficient and convenient for vehicles, cyclists and pedestrians and minimises insofar as possible the potential for queueing vehicles on Oswin Street in accordance with saved policies 5.2 'Transport impacts' and 5.3 'walking and cycling' of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

Statement of positive and proactive action in dealing with the application

A number of amendments have been made to the application in order to enable a positive recommendation to be made.

Informative

Conditions - It is recommended that the Director of Planning (in consultation with the Chair of Planning Committee) be authorised under delegated authority to make any minor modifications to the proposed conditions arising out of detailed negotiations with the applicant and/or other stakeholders such as the GLA and TfL, which may necessitate further modification and may include the variation, addition, or deletion of the conditions as drafted.

Community Infrastructure Levy (CIL) - Phased planning permission. Regulation 9(4) of the Community Infrastructure Levy Regulations 2010 (as amended) states that in the case of a grant of phased planning permission, each phase of the development is a separate chargeable development. 'Phased planning permission' has the meaning defined in the interpretation section of the Regulations at 2(1). It states that a phased planning permission means a planning permission which expressly provides for development to be carried out in phases.

Phases for the purposes of calculating and collecting CIL

Due to the structure of planning conditions attached to this planning permission, the CIL phases are to be defined by a CIL Phasing Plan submitted to the Local Planning Authority.

Demolition comprises a CIL phase in its own right.

Accordingly, each of the CIL phases are separate chargeable developments and, in turn, will attract their own CIL liabilities.

Ventilation details - The developer is asked to pay particular attention to the extract ventilation at the design stage.

Low level discharge is discouraged even if UV and filters are incorporated. Any exhaust flue from the commercial kitchen should terminate at 1m above the building eaves.

Thames Water - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality. There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

Environment Agency – Strongly advise that flood resistant and resilience measures for the basement and ground floor levels up to the flood level of 3.61m AOD are designed in at both sites. Information on flood resilience can be found on the following link http://www.planningportal.gov.uk/uploads/br/flood_performance.pdf.

UXO - The development of the site should include adequate provision for the surveying the site for potential Unexploded Ordnance. If that survey work identifies any anomalies that may be UXO, the site operators must contact both the police and the local Authority at an early opportunity to agree timescales and further actions.

Condition 56 - Underground Car-park Extract Ventilation. The documents in this condition specify that the ventilation requirement will be satisfied if the openings at each car parking level have an aggregate area equal to at least 1/20th of the floor area at that level, of which at least half should be in two opposing walls, this may be difficult to achieve particularly if the car park is below ground level. Approved Document F also allows an alternative approach, in which the requirement will be satisfied if the mean predicted pollutant levels are calculated and the ventilation designed to limit the concentration of carbon monoxide to not more than 50 parts per million average over an eight hour period and peak concentrations, such as by ramps and exits, not to go above 100 parts per million for periods not exceeding 15 minutes.

SCHEDULE 2

EAST SITE

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 1

AFFORDABLE HOUSING & OPEN MARKET BUILD TO RENT

The Developer covenants with the Council:-

1. **Affordable Housing & Wheelchair Residential Units**
 - 1.1 Not to Occupy more than 50% of the Open Market Build to Rent Units - East Site unless and until the Affordable Housing Units – East Site have been constructed on the East Site in accordance with the Residential Design Standards SPD and made ready for residential occupation in accordance with the Approved Affordable Housing Mix and to the reasonable satisfaction of the Director of Planning and for the purposes of this paragraph 1.2 the meaning of Occupy shall include Exchanged Contracts or completion of an assured shorthold tenancy agreement regardless of whether the Open Market Build to Rent Unit is physically Occupied or not;
 - 1.2 Subject to the provisions of clauses 8 not to use the Intermediate Housing other than as Intermediate Housing in perpetuity.
 - 1.3 To provide the Council with a detailed written response to the Affordable Housing Evaluation Report along with such evidence as the Council may reasonably require and which the Developer or the Affordable Housing Provider shall, subject to and where possible in compliance with all applicable data protection laws, respond to within 28 days of written request.

Wheelchair Residential Units

- 1.4 To market the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing for the duration of the Marketing Period for Wheelchair Residential Units in accordance with the provisions of this Schedule.
- 1.5 The marketing shall be conducted to ensure that the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing are marketed as wide an audience as possible through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 1.6 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.
- 1.6 The Wheelchair Residential Units designated as Remaining Units and Intermediate Housing shall be advertised as a minimum in the following places (as appropriate):
 - 1.6.1 on www.shareto-buy.com/;

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- 1.6.2 www.thehouseshop.com/;
- 1.6.3 two local Borough newspapers; or
- 1.6.4 or such other place as reasonably requested by the Council.
- 1.7 To inform the Council in writing of the marketing undertaken in respect of the disposal the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing.
- 1.8 Not to permit Occupation of a Wheelchair Residential Unit designated as a Remaining Unit or Intermediate Housing to those not in need of wheelchair housing unless details of the marketing undertaken pursuant to this Schedule (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.
- 2. **London Living Rent**
 - 2.1 In respect of the London Living Rent Units – East Site the Developer covenants that:
 - 2.1.1 the rental levels (inclusive of Service Charges) shall not exceed the amounts at first letting set out by the GLA at the time of such letting;
 - 2.1.2 the annual rental increases will be linked to CPI plus 1%;
 - 2.1.3 the Units shall be provided to Eligible Persons on shorthold tenancies for a minimum period of 3 (three) years with a tenant only break option; and
 - 2.1.4 the Units shall be provided to Eligible Persons within the Borough who have been referred by the Council to the Developer for approval from the Council's Intermediate Housing List,
 - 2.2 In the event that there is no Eligible Person available on the Council's Intermediate Housing List or there is no Intermediate Housing List established, the London Living Rent Unit – East Site shall be let to an Eligible Person in accordance with the nominations protocol as set out below in paragraph 2.3.
 - 2.3 The nominations protocol referred to in paragraph 2.2 above must be in accordance with the following order of priority:
 - 2.3.1 firstly, Borough residents or workers; or
 - 2.3.2 secondly, if within 10 working days following receipt of the notification referred to in paragraph 2.4 below, there are no eligible occupiers under paragraph 2.3.1 above,

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those who reside or work in the South East or South West London sub-regions Housing Partnerships; or

2.3.3 thirdly, if within 20 Working Days following receipt of the notification referred to in paragraph 2.4 below, there are no eligible occupiers under 2.3.1 or 2.3.2 above, London wide residents or workers.

2.4 The Developer covenants to give the Council at least 1 (one) month prior notice of a unit being ready for occupation in order to facilitate the nomination protocol referred to in paragraph 2.3 above.

3. **Discounted Market Rent**

3.1 In respect of the Discounted Market Rent Units – East Site the Developer covenants that:

3.1.1 the rental levels (inclusive of Service Charges) shall not exceed 80% of Market Rent;

3.1.2 the annual rental increases will be linked to CPI plus 1%;

3.1.3 the Units shall be provided to Eligible Persons on shorthold tenancies for a minimum period of 3 (three) years with a tenant only break option;

3.1.4 the Units shall be provided to Eligible Persons within the Borough who have been referred by the Council to the Developer for approval from the Council's Intermediate Housing List;

3.2 In the event that there is no Eligible Person available on the Council's Intermediate Housing List or there is no Intermediate Housing List established, the Discounted Market Rent Unit – East Site shall be let to an Eligible Person in accordance with the nominations protocol as set out below in paragraph 3.3.

3.3 The nominations protocol referred to in paragraph 3.2 above must be in accordance with the following order of priority:

3.3.1 firstly, Borough residents or workers; or

3.3.2 secondly, if within 10 working days following receipt of the notification referred to in paragraph 3.4 below, there are no eligible occupiers under paragraph 3.3.1 above, those who reside or work in the South East or South West London sub-regions Housing Partnerships; or

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- 3.3.3 thirdly, if within 20 Working Days following receipt of the notification referred to in paragraph 3.4 below, there are no eligible occupiers under paragraph 3.3.1 or 3.3.2 above, London wide residents or workers.
- 3.4 The Developer covenants to give the Council at least 1 (one) month prior notice of a unit being ready for occupation in order to facilitate the nomination protocol referred to in paragraph 3.3 above.
4. **Eligibility Review**
- 4.1 The Developer covenants to submit to the Council for its written approval a management strategy in respect of each Block or Building prior to Occupation of that Block or Building such management strategy to include provisions to ensure that the Occupiers of the Affordable Housing Units - East Site retain access to the communal and shared facilities and the communal amenity space within that Block or Building.
- 4.2 The Developer covenants to maintain provision of the Affordable Housing Units – East Site in accordance with the tenure split and percentage identified in the Affordable Housing Mix found in Schedule 2 Part 2 unless varied following a Viability Review.
- 4.3 In the event that at the end of the 3 year tenancy period a Household occupying a London Living Rent Unit – East Site no longer meets the Eligible Person income criteria for a London Living Rent Unit and therefore is no longer able to occupy the Residential Unit at London Living Rent levels the Developer shall consider whether either Option A or Option B is achievable:

Option A

- (a) the Household can remain in that Residential Unit at Discounted Market Rent provided that an alternative Discounted Market Rent Unit with the same number of Habitable Rooms and bed spaces is available or will become available within two calendar months following the eligibility review or such alternative time period agreed with the Council in writing; and
- (b) if an alternative Discounted Market Rent Unit is available for the purposes of 4.3 (a) above the Developer shall re-allocate the available Discounted Market Rent Unit to London Living Rent in order to maintain the Affordable Housing Mix and permit the Household to remain in the same Residential Unit for a further 3 (three) year tenancy term if the Household requests to do so.

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Option B

- (c) the Household can remain in the Residential Unit at a different London Living Rent level provided that an alternative London Living Rent Unit or Discounted Market Rent Unit with the same number of Habitable Rooms and bed spaces is available or becomes available within two calendar months following the eligibility review or such alternative time period agreed with the Council; and
- (d) if an alternative London Living Rent Unit or Discounted Market Rent Unit is available to re-allocate for the purposes of 4.3(c) above, the Developer shall re-allocate the available Discounted Market Rent Unit or London Living Rent Unit to the right London Living Rent level according to the relevant income criteria for that Eligible Person.

4.4 In the event that the Developer is unable to maintain the Approved Affordable Housing Mix by exercising either Option A or Option B as set out at 4.3 above due to there being no available Discounted Market Rent Units to re-allocate as London Living Rent Units, or the Developer is unable to maintain the same rental levels across the Affordable Housing Units – East Site before exercising either Option A or Option B then the Developer shall permit the Household to continue to occupy the Residential Unit if the Household requests to do so at the same London Living Rent rental levels for a further 3 (three) year tenancy term.

4.5 In the event that at the end of the 3 (three) year tenancy period a Household occupying a Discounted Market Rent Unit – East Site no longer meets the Eligible Person income criteria for a Discounted Market Rent Unit and therefore is no longer able to occupy the Residential Unit at Discounted Market Rent levels the Developer shall consider whether:

- 4.5.1 a reduced rent could be applied to that Residential Unit if a commensurate increase in rent on an Affordable Housing Unit could be applied elsewhere on the East Site; and
- 4.5.2 If the eligibility review occurs more than 7 years following Occupation of the Affordable Housing Units on the East Site, the Developer shall consider whether a Household can remain in the Residential Unit as an Open Market Build to Rent Unit for a further 3 (three) year tenancy term and reallocate another Open Market Build to Rent Unit as Discounted Market Rent or London Living Rent as appropriate, or
- 4.5.3 In the event that the Household would not be eligible for London Living Rent nor able to afford an Open Market Build to Rent Unit or where there are no other available Residential Units to re-allocate such that the Approved Affordable

SCHEDULE 2 - EAST SITE OBLIGATIONS

Housing Mix could be maintained the Developer shall consider whether the Household can remain in that Residential Unit for a further 3 (three) year tenancy term at the same Discounted Market Rent notwithstanding that the Household would no longer meet the Eligible Persons income criteria,

PROVIDED THAT in all cases the Developer should maintain the Approved Affordable Housing Mix required under paragraph 4.2 above and the rental levels that existed prior to any such eligibility review and potential re-allocation of the Affordable Housing Units – East Site.

5. **Affordable Housing Monitoring**

5.1 In addition to the requirement at paragraph 1.3 of this Schedule the Developer covenants that following Practical Completion of the Affordable Housing Units – East Site it shall provide the Council with a report every 3 (three) years outlining the number, tenure mix and location of the Affordable Housing Units – East Site.

5.2 Following Practical Completion of the Affordable Housing Units – East Site the Developer shall on an annual basis provide the Council with an annual update report showing the changes if any to the number, tenure mix and location of the Affordable Housing Units – East Site since the last report submitted in accordance with paragraph 5.1 above.

6. **Open Market Build to Rent**

6.1 The Developer shall:

- (a) submit to the Council the Residential Management Plan for approval (as approved, the "**Approved Residential Management Plan**");
- (b) not Occupy or cause or permit the Occupation of any Open Market Build to Rent Unit until the Residential Management Plan has been submitted to and approved by the Council;
- (c) provide the Open Market Build to Rent Units - East Site in accordance with the Approved Residential Management Plan (subject to any minor amendments agreed in writing with the Council);
- (d) not Occupy or cause or permit the Occupation of the Open Market Build to Rent Units - East Site except in accordance with the Approved Residential Management Plan (subject to any minor amendments agreed in writing with the Council); and
- (e) upon reasonable notice from the Council and no more frequently than every six months during the Covenant Period, provide to the Council such evidence as the

SCHEDULE 2 - EAST SITE OBLIGATIONS

Council reasonably requires to demonstrate the Developer's compliance with the Approved Residential Management Plan

PROVIDED THAT this paragraph 6.1 shall cease to apply in respect of the Open Market Build to Rent Units - East Site upon a Clawback Disposal (PROVIDED THAT the Developer has paid the Clawback Amount).

7. **Open Market Build to Rent Covenant**

- 7.1 Not more than 30 Working Days following a Clawback Disposal, the Developer shall give notice in writing to the Council of such Clawback Disposal including the following information:
- (a) the date of that Clawback Disposal;
 - (b) the Open Market Build to Rent Unit(s) Disposed and its size in m² and number of Habitable Rooms;
 - (c) the amount of consideration paid under that Clawback Disposal for each Open Market Build to Rent Unit which is intended to be Disposed (including documentary evidence);
 - (d) the Developer's calculation of the Clawback Amount.
- 7.2 The Council shall assess the information submitted under paragraph 7.1 to determine the Clawback Amount.
- 7.3 The Council may appoint an external consultant to assess the information submitted under paragraph 7.1 and to determine the Clawback Amount.
- 7.4 If the Council and/or its external consultant requests from the Developer further information or evidence to determine the Clawback Amount, the Developer 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 10 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 Clawback Amount.
- 7.5 The Council shall notify the Developer in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 7.1.
- 7.6 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 7.1 and in determining the Clawback

SCHEDULE 2 - EAST SITE OBLIGATIONS

Amount including those of any external consultant appointed under paragraph 7.3 of this Part 1 within 20 Working Days of receipt of a written request for payment.

- 7.7 If the Council has not notified the Developer in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 7.1, the Developer shall pay to the Council an amount that the Developer reasonably estimates to be the Clawback Amount ("**the Estimated Clawback Amount**") PROVIDED THAT no later than 10 Working Days after the Council notifies the Developer in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 19, no later than 10 Working Days after the final determination of the Clawback Amount), the Developer shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is equal to zero).
- 7.8 The Council shall use the Clawback Amount to provide Affordable Housing in its administrative area.
8. **GLA Grant Funding**
- 8.1 In the event that any Public Subsidy becomes available from the GLA following the date of this Agreement for the purposes of reducing maximum income levels for Discount Market Rent Units –East Site, the Developer shall use reasonable endeavours to secure the Public Subsidy and apply the Public Subsidy towards the reduction of the maximum income levels for eligible households from £90,000 to £60,000 and a deed of variation in accordance with section 106A of the 1990 Act shall be completed to reflect the amendment required in the maximum income levels applicable.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 2

AFFORDABLE HOUSING MIX

	London Living Rent	Discounted Rent	Market	TOTAL
1-bed	18	35		53
2-bed	23	89		112
TOTAL (units)	41	124		165
TOTAL (%)	25	75		100

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 3

VIABILITY

Recital

The base viability position that informs this Deed was established by adopting the residual method of valuation. An appraisal of the East Site and West Site was undertaken to establish the maximum reasonable quantum of Affordable Housing that the Development can provide. The agreed Target Return is 11% for a Build to Rent scheme.

The Developer has offered 35% Affordable Housing but with a mix non-consistent with the emerging policy P4 in the New Southwark Plan, on the basis that the Application Viability Appraisal produces an outturn IRR below the Target Return and in order to provide "traditional" Social Rented Units as requested by the Council rather than social rent equivalent Build to Rent Units.

The Application Viability Appraisal and cashflow is attached at Appendix 10 of this Agreement. It has been agreed that any surplus above the Target Return on any Viability Review will be shared on a 50/50 basis with the portion attributable to the Council translated into Additional Affordable Housing to deliver a mix more consistent with emerging Policy P4 in the New Southwark Plan. The overall provision of Affordable Housing will remain at 35%. It should be recognised however that policy P4 cannot be fully complied with given the delivery at the Council's request for social rented homes on the site rather than social rent equivalent and that the affordable housing component comprises 38% social rented homes which is higher than the 34% social rent equivalent required under policy P4.

Future Viability Reviews are to be conducted by reference to the Application Viability Appraisal and the appraisal model has been agreed by the Council and the Developer. The inputs will be varied reflecting the actual outcome with the Application Viability Appraisal start date fixed at the date of this deed. Accordingly the rents and build costs adopted in the appraisal will reflect the actual incurred amounts rather than the currently agreed input. Where actuals are not available, such as for Viability Review 2, then reference will be made to best evidence at the review date or to the actuals from Viability Review 1 for the East Site.

The Developer covenants with the Council:

1. Viability Review Methodology

1.1 That all Viability Reviews shall be based on the agreed FVA ("Financial Viability Assessment") methodology and:

1.1.1 Carried out on a current day basis;

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 1.1.2 The Target Return shall be 11% Ungeared IRR for the Development for Viability Review 1 and Viability Review 2;
- 1.1.3 The Site Value shall be fixed at £142,000,000.00 which is made up of:
- (a) East Site - £92,000,000
 - (b) West Site - £50,000,000
- 1.1.4 Site Value shall be subject to indexation in accordance with the:
- (a) MSCI UK Quarterly Index- Capital Value Shopping Centres for the East Site; and
 - (b) MSCI UK Quarterly Index- Capital Value Offices for the West Site.
- 1.1.5 the following inputs shall be fixed unless actuals have been incurred at the date of the relevant Viability Review;
- (a) any reasonable exceptional costs where evidenced;
 - (b) Purchaser's costs – 6.8% of Gross Development Value ("GDV");
 - (c) Design contingency – 2.5% of construction costs;
 - (d) Construction contingency - 5.0% of construction costs;
 - (e) Professional fees – 12% of construction costs;
 - (f) Commercial marketing - £2.00 per sq ft. on the commercial net internal area;
 - (g) Build to Rent marketing – 1.00% of Build to Rent GDV;
 - (h) Letting agent fee – 10% of commercial annual rent roll;
 - (i) Letting legal fee – 5% of commercial annual rent roll;
 - (j) Sales agent fee – 1.00% of Build to Rent and commercial New Development Value ("NDV");
 - (k) Sales legal fee – 0.50% of Build to Rent and commercial NDV; and

SCHEDULE 2 - EAST SITE OBLIGATIONS

- (l) Development programme as stated in the Application Viability Appraisal commencing from the date of this Deed or as amended by the actual programme of delivery.

1.1.6 Any surplus above the Target Return for Viability Review 1 and 2 shall be split between the Council and Developer on a 50/50 basis. As an example, in the event that Viability 2 derives an Ungeared IRR of 12%, 0.5% will go towards providing Additional Affordable Housing onsite and 0.5% shall go to the Developer.

2. Viability Review 1 Trigger

2.1 Where Substantial Commencement has not occurred on or before the Review 1 Date the Developer will carry out and submit a Viability Review 1 within 20 Working Days of the date on which Substantial Commencement has occurred in accordance with the provisions of this Schedule.

2.2 The Developer shall notify the Council in writing of Substantial Commencement and such notice shall be accompanied by full documentary evidence of such Substantial Commencement.

2.3 Following notification of Substantial Commencement pursuant to paragraph 2.2 above, the Developer shall afford the Council access to the Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Commencement provided always that:

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

2.3.2 the Council shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and

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

2.4 The Council shall inspect the Site within 20 Working Days of receiving notice pursuant to paragraph 2.2 above and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the Council considers that the works undertaken amount to Substantial Commencement.

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

SCHEDULE 2 - EAST SITE OBLIGATIONS

2.6 In the event that Viability Review 1 is required to be carried out, the Developer shall not Occupy the Development or any part of the East Site until:

- (a) the Council has notified the Developer pursuant to paragraph 5.5 of this Part 3 that no Additional Affordable Housing Units are required; or
- (b) If the Council notifies the Developer pursuant to paragraph 5.5 of this Part 3 that Additional Affordable Housing Units are required the Developer has submitted to the Council details of how the Additional Affordable Housing will be provided in accordance with paragraph 6 below.

3. Viability Review 2 Trigger

3.1 The Developer will carry out Viability Review 2 in accordance with the provisions of this Schedule and may submit the Viability Review 2 to the Council at anytime but no more than 6 months prior to the Review 2 Date.

3.2 Unless otherwise approved by the Council (acting reasonably) the Developer shall not Occupy more than 75% of the Open Market Build to Rent Units – East Site unless and until Viability Review 2 has been agreed (or determined) in accordance with the following provisions of this Schedule.

3.3 In the event that Viability Review 2 results in the Development meeting the Affordable Housing Cap, Viability Review 3 will not be required unless the Developer has served notice under paragraph 5.1 of Part 1 of Schedule 3 that the Open Market Build to Rent Units – West Site will be delivered as Open Market for Sale Units and not as Open Market Build to Rent Units.

4. Submission of Development Viability Information

4.1 The Developer will give the Council not less than 25 Working Days advance written notice of the date on which any Development Viability Information is intended to be submitted and such information shall be subject to the transparency requirements set out in the Council's Development Viability Supplementary Planning Document 2016.

5. Assessment of Development Viability Information

5.1 The Council may appoint External Consultants to assess any Development Viability Information it is to receive and shall appoint such External Consultants by the date notified to it by the Developer pursuant to paragraph 4.1 above.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 5.2 In the case of a Viability Review, the Council shall assess any submitted Development Viability Information and assess whether in its view Additional Affordable Housing is required to be delivered where the Viability Review shows the Target Return has been exceeded.
- 5.3 Within 10 Working Days of receipt of a Viability Review, the Council shall either:
- 5.3.1 confirm to the Developer that it has received a valid Viability Review (the date of such confirmation being the "Validation Date"); or
 - 5.3.2 request that the Developer provides further Development Viability Information or supporting evidence of the same.
- 5.4 On receipt of any request for further information pursuant to paragraph 5.3.2 above, the Developer shall provide any information reasonably required to the Council or any External Consultant (as applicable and with copy to the other Parties) within 10 Working Days of receiving the request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires, where upon the Council or External Consultant shall confirm receipt of a valid Viability Review (and the date of such confirmation will be the Validation Date).
- 5.5 The Council shall complete its assessment of the Viability Review and shall notify the Developer whether any Additional Affordable Housing is required within 40 Working Days of the Validation Date.
- 5.6 If the Council determines that Additional Affordable Housing is required the Developer shall deliver the Additional Affordable Housing in accordance with the provisions of this Schedule.
- 5.7 The Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 6. Delivery of Additional Affordable Housing**
- 6.1 Where it is determined pursuant to paragraph 5.5 of this Part 3 of this Schedule that Additional Affordable Housing is required pursuant to a Viability Review the Developer shall provide such Additional Affordable Housing:
- 6.1.1 prior to Occupation of more than 50% of the Open Market Build to Rent Units - East Site in relation to Viability Review 1; and
 - 6.1.2 as soon as reasonably practicable and subject to paragraph 6.2, in any event following the expiry of the second tenancy term after Viability Review 2 has been completed.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 6.2 Where the Developer and the Council agree that the Additional Affordable Housing cannot be provided either as a result of a lack of vacant properties on the Site or as a result that there has been no change in eligibility for tenants which would allow additional reductions in rent charged, the Developer shall pay to the Council the difference between the rent which has been charged and the rent which should have been charged following the provision of the Additional Affordable Housing until the Additional Affordable Housing is provided in accordance with paragraph 6.1.
- 6.3 Where Additional Affordable Housing is required to be provided following Viability Review 1, the Developer shall not Occupy more than 50% of the Open Market Build to Rent Units - East Site until satisfactory evidence of compliance with the provision of Additional Affordable Housing has been provided to the Council.
- 6.4 The Parties agree that the terms of Schedule 2 (Affordable Housing) shall apply mutatis mutandis to the provision of any Additional Affordable Housing.
7. **Public Subsidy**
- 7.1 Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus that is to be retained by the Developer following a Viability Review.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 4

EMPLOYMENT

1. **EMPLOYMENT AND TRAINING - Construction Industry Jobs and Apprenticeships**
- 1.1 The Developer shall not Implement the East Site of 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;
 - 1.2.1 The method by which a Construction Workplace Co-ordinator shall be appointed;
 - 1.2.2 The responsibilities of the Construction Workplace Co-ordinator which shall include the following;
 - (a) 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;
 - (b) 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;
 - (c) to commission Short Courses where necessary and to identify financial resources for the delivery of appropriate construction industry training and skills certification;
 - (d) to provide training to selected Unemployed Southwark Residents in pre-employment skills, basic construction skills and site safety;
 - (e) to support Unemployed Southwark Residents and their employers through the transition into Sustained Construction Industry Employment; and
 - (f) to recruit Construction Industry Apprenticeships.
- 1.3 The Developer shall ensure that a Construction Workplace Co-ordinator is in place throughout the construction of the Development on the East Site.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 1.4 The Developer shall use reasonable endeavours during the construction of the Development on the East Site to:
- 1.4.1 place 293 (two hundred and ninety-three) Unemployed Southwark Residents into Sustained Construction Industry Employment, subject to the following and to paragraph 1.4.4 below:
- (a) 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 at paragraph 1.4.1 above;
 - (b) the number of Unemployed Southwark Residents who can be counted twice pursuant to paragraph 1.4.1(a) above and paragraph 1.4.1(a) of Part 4 of Schedule 3 is to be capped at 50 (fifty) across both the East Site and the West Site;
- 1.4.2 train 293 (two hundred and ninety-three) Borough residents using Short Courses, subject to paragraph 1.4.4 below;
- 1.4.3 provide 73 (seventy-three) new Construction Industry Apprenticeships or NVQ starts, subject to paragraph 1.4.4 below;
- 1.4.4 any Borough resident who, following completion of a short course pursuant to paragraph 1.4.2, or any person who, following completion of a Construction Industry Apprenticeship or NVQ start pursuant to paragraph 1.4.3, is subsequently placed into Sustained Construction Industry Employment shall be counted against the targets in both paragraph 1.4.2 or 1.4.3 (as applicable) and paragraph 1.4.1.
- 1.4.5 ensure that their contractors and sub-contractors shall work with the Construction Workplace Co-ordinator and with local employment and skills agencies approved by the Council to endeavour to recruit Borough residents into Construction Industry Apprenticeships; and
- 1.4.6 produce the Construction Industry Employment and Training Report, including requesting the Council to:
- (a) rollover the balance of any of the targets outlined in paragraphs 1.4.1 to 1.4.3 which has not been achieved despite the reasonable endeavours of the Developer; and
 - (b) add such rolled-over balance to the targets to be achieved during construction of the West Site as set out at paragraph 1.4 of part 4 of

SCHEDULE 2 - EAST SITE OBLIGATIONS

Schedule 3 and/or in the End Use of the Development as set out at paragraph 2.2.1 below, subject to the following caps on the number of targets that can be rolled over:

- (i) 147 (one hundred and forty seven) of Unemployed Southwark Residents to be placed into Sustained Construction Industry Employment;
- (ii) 147 (one hundred and forty seven) Borough residents to be trained using Short Courses; and
- (iii) 37 (thirty seven) new Construction Industry Apprenticeships or NVQ starts to be provided.

1.5 Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Practical Completion of the East Site of the Development or such phase(s) of the East Site of the Development as may be agreed in writing with the Council, the Council will assess if the targets outlined in paragraphs 1.4.1 to 1.4.3 have been achieved and, if they have not been achieved, whether the Developer used reasonable endeavours to try achieve them.

1.6 In the event that the targets in paragraphs 1.4.1 to 1.4.3 have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Developer in writing:

1.6.1 whether it approves any proposed rollover of the targets pursuant to paragraph 1.4.6; and

1.6.2 of the calculation of the Construction Industry Employment and Training Contribution – East Site which shall be calculated on the basis of the shortfall against the targets in paragraphs 1.4.1 to 1.4.3, but excluding any balance of the targets that has been rolled over pursuant to paragraphs 1.4.6 and 1.6.1, and using the following formula;

- (a) Shortfall against number of jobs secured for Unemployed Southwark Residents in Construction Industry Employment x £4,300
- (b) Shortfall against number of Borough residents trained in Short Courses x £150
- (c) Shortfall against number of Construction Industry Apprenticeships or NVQ starts x £1,500

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 1.7 The Developer 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 1.6.

2. EMPLOYMENT IN THE END USE OF THE DEVELOPMENT

- 2.1 No later than six months prior to first Occupation of the East Site of the Development the Developer shall submit a Skills and Employment Plan to the Council.

- 2.2 The Skills and Employment Plan shall;

2.2.1 Identify 142 (subject to any increase following a rollover of targets pursuant to paragraphs 1.4.6 and 1.6.1 above) suitable Sustainable Employment Opportunities for Unemployed Southwark Residents in the End Use of the East Site of the Development;

2.2.2 In the event that the number of suitable Sustainable Employment Opportunities that the Developer considers it practical to provide is less than 142, specify the default payment of the Employment in the End Use contribution;

2.2.3 Identify the detailed mechanism through which such Sustainable Employment Opportunities will be filled, including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who will co-ordinate implementation of the Skills and Employment Plan and liaise with the Council and in doing so ensuring that people with shared protected characteristics can fully engage with the employment opportunities presented by the Development;

2.2.4 Define key milestones to be achieved and provide profiles for filling such Sustainable Employment Opportunities;

2.2.5 Identify skills and training gaps required to gain such Sustained Employment in the End Use of the East Site of the Development, including the need for pre-employment training.

2.2.6 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 Developer shall use reasonable endeavours to submit the Skills and Employment Plan Report during the Skills and Employment Plan Period.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 2.4 In the event that the Developer does not produce a Skills and Employment Plan or such Plan provides for an Employment in the End Use Contribution to be paid, the Developer will pay the Employment in the End Use Contribution – East Site in accordance with paragraph 2.7 of this Part 4.
- 2.5 Following the submission of the final Skills and Employment Plan Report at the end of the Skills and Employment Plan Period, the Council will assess if the targets included in the Skills and Employment Plan have been achieved.
- 2.6 In the event that the targets in the Skills and Employment Plan have not been achieved to the satisfaction of the Council, the Council will notify the Developer in writing of the Employment in the End Use Contribution which shall be re-calculated using the following formula;
- 2.6.1 Shortfall against number of Unemployed Southwark Residents in Sustained Employment (against a maximum requirement of 142) x £4,300
- 2.7 The Developer will pay the Employment in the End Use Contribution – East Site to the Council by the later of
- (i) 28 Working Days of receipt of a notice from the Council, or
 - (ii) the date of first Occupation of the Development or any part thereof if paragraph 1.4 above applies.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 5

LOCAL PROCUREMENT

The Developer covenants with the Council:

1. Local Procurement

- 1.1 To work with the Council's Local Employment Team or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws use reasonable endeavours to achieve the procurement of construction contracts and goods and services from organisations based in the Borough.
- 1.2 To use reasonable endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.
- 1.3 To:
- 1.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and shall liaise with the Council through the Construction Industry Employment Contact to increase opportunities for local firms and people and use reasonable endeavours to ensure that any contractors and sub-contractors do the same;
 - 1.3.2 brief contractors and sub-contractors on the requirements of this paragraph 1.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
 - 1.3.3 advertise sub-contracting and tendering opportunities to SME's (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including list of Pre-qualified Firms by the Council's Procurement Team) and the local press;
 - 1.3.4 with its contractors and sub-contractors, resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at SME's and local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 6

AFFORDABLE RETAIL, LOCAL BUSINESS SUPPORT & RELOCATION STRATEGY

Recital

The Developer has funded the appointment of the Independent Business Advisor to provide advice to Local Independent Operators on matters relating to relocation and business support. The Independent Business Advisor has, since its appointment in August 2017, been based in the Shopping Centre providing confidential advice to Local Independent Operators in a process which is being managed by the Council and entirely funded by the Developer.

As part of and for the purposes of mitigating the impact of the Development, the Developer covenants with the Council as follows:-

1. Relocation Strategy

- 1.1 To comply with the terms of the Relocation Strategy or the latest revision agreed by the Council and the Developer.

2. Independent Business Advisor

- 2.1 To pay the Independent Business Advisor Contribution in accordance with the provisions of Schedule 2 Part 11 paragraph 1 to enable the Council to fund the appointment of the Independent Business Advisor for a period of one year from the Closure.

- 2.2 The Independent Business Advisor's scope of services is set out in the document attached at Appendix 14 with title "APPENDIX ONE – Service Specification" and will include the following :-

2.2.1 practical support;

2.2.2 business planning;

2.2.3 coordination with, and facilitating access to, specialist advisors, including surveyors, solicitors, accountants and other specialists; and

2.2.4 assistance with locating and assessing alternative business premises for relocation.

- 2.3 The Developer acknowledges and agrees that the Independent Business Advisor's services will be focused on Local Independent Operators which require assistance with relocating their business.

SCHEDULE 2 - EAST SITE OBLIGATIONS

3. Database of Relocation Opportunities

- 3.1 Prior to the Closure Notice Date to create a database of vacant retail units (including market pitches) within the Elephant and Castle Opportunity Area and to maintain the database for a period of one year following the cessation of trading in the Shopping Centre.
- 3.2 To populate the database with details of vacant retail units within the Council's ownership or control once the Council has provided details of the same to the Developer.
- 3.3 Such database to be made available for use by all Local Independent Operators and to include the following:-
 - 3.3.1 affordable retail units from nearby developments;
 - 3.3.2 high street units; and
 - 3.3.3 market stall opportunities.

4. Relocation Fund

- 4.1 The Developer shall pay the Relocation Fund Contribution in accordance with the provisions in paragraph 1 Part 11 of Schedule 2.
- 4.2 The Relocation Fund shall be managed, overseen and administered by the Council and any financial contribution payable from the Relocation Fund shall be supported by evidence of valid invoices or receipts whether or not any services have been procured via the Independent Business Advisor.
- 4.3 The Council, in consultation with the Independent Business Advisor, will be responsible for assessing and determining those Local Independent Operators who require assistance from the Relocation Fund and how much financial support should be provided to each Local Independent Operator.
- 4.4 Financial support from the Relocation Fund provided to a Local Independent Operator may be used towards:
 - 4.4.1 access to professional services such as solicitors and surveyors
 - 4.4.2 costs of relocation and fit out of new premises as appropriate
 - 4.4.3 any other services or costs that the Council deems appropriate given the particular need of the business or trader.

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- 4.5 The Relocation Fund shall remain available for a period of one year following Demolition of the Shopping Centre commencing unless the occupiers of the railway arches on the East Site remain in which case the Relocation Fund shall continue to be available for a further period of 6 months. If any monies remain in the Relocation Fund following this date these shall be allocated by the Council towards initiatives which support relocated businesses and the local town centre trading environment.

5. **Demolition and Closure of the Shopping Centre**

- 5.1 Not later than 6 months prior to the intended closure of the Shopping Centre for the purposes of the Development the Developer shall provide the Council with the Closure Notice Date.
- 5.2 Not to allow Closure of the Shopping Centre before the date which is six months following the Closure Notice Date.
- 5.3 At the same time as notifying the Council of the Closure Notice Date the Developer shall notify all Local Independent Operators or the known landlord of a retail unit on the East Site of the intended Closure of the Shopping Centre for the purposes of the Development through the use of publicity material such as leaflets/pamphlets to the Local Independent Operators.
- 5.4 Not to allow Demolition of the Shopping Centre before the date which is six months following the Demolition Notice Date.

6. **Affordable Retail**

6. The Developer covenants as follows:
- 6.1 Prior to Occupation of more than 50% of the Market Retail Units on the East Site to construct or procure the construction of 10% of the Retail Floorspace GIA (A1-A4 Use Classes) on the East Site as Affordable Retail Units for a period of 15 (fifteen) years in accordance with the Affordable Retail Unit Specification.
- 6.2 Prior to Occupation of more than 50% of the East Site to identify the Affordable Retail Units on the East Site on a plan to be submitted to the Council.
- 6.3 To serve upon the Council the Affordable Retail Completion Notice on Practical Completion of the Affordable Retail Units on the East Site.
- 6.4 To allow the Surveyor access to the Affordable Retail Units on the East Site for the purpose of inspection and ascertaining compliance with the Affordable Retail Marketing Strategy and Affordable Retail Unit Specification.

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- 6.5 Not to Occupy or permit Occupation of more than 50% of the Market Retail Units on the East Site until a Certificate of Practical Completion or Certificates of Practical Completion have been issued in respect of the Affordable Retail Units on the East Site.

Affordable Retail Unit Occupiers

- 6.6 To provide leases in respect of the Affordable Retail Units on the East Site in accordance with Elephant and Castle Opportunity Area Supplementary Planning Document (2012) and RICS best practice on the East Site to Affordable Retail Unit Occupiers who meet the eligibility criteria as set out in the SPD/OAPF in the following order of priority:
- 6.6.1 first to Local Independent Operators (but excluding charitable organisations);
- 6.6.2 then to Other Local Businesses within the Elephant and Castle Opportunity Area.
- 6.7 In the event that any of the Affordable Retail Units on the East Site as identified on the plan submitted in accordance with paragraph 6.2 above are substituted for a Market Retail Unit the Developer will notify the Council of such a change together with a revised plan identifying where the Affordable Retail Units on the East Site are located within 5 Working Days and subject to paragraph 6.15 PROVIDED ALWAYS that no less than 10% of the Retail Floorspace on the East Site is provided as Affordable Retail Units on the East Site.
- 6.8 Prior to Practical Completion of the Affordable Retail Units on the East Site to negotiate in good faith with the Affordable Retail Unit Occupier in order to agree the form of the Affordable Retail Unit Lease in accordance with the Affordable Retail Unit Lease Terms.
- 6.9 If terms are not agreed with the Affordable Retail Unit Occupiers for any reason then the Developer will inform the Council of the reasons within five (5) working days of the end of negotiations.
- 6.10 To send to the Council a completed lease for the first Affordable Retail Unit on the East Site within 10 Working Days of completion in order for the Council to monitor that the terms of the lease are consistent with the provisions in this paragraph 6.
- 6.11 To provide the Council with a copy of a completed lease for an Affordable Retail Unit on the East Site within 10 Working Days of a request from the Council to do so.

Affordable Retail Unit Marketing Strategy

- 6.12 At least 9 (nine) months prior to Practical Completion of the first Affordable Retail Unit on the East Site to submit to the Council for its approval in writing an Affordable Retail Unit Marketing Strategy in relation to the Affordable Retail Units on the East Site and which strategy shall;

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 6.12.1 be implemented by the Developer for a period of 6 (six) months prior to Practical Completion of each Affordable Retail Unit;
- 6.12.2 include the following:
- (i) a requirement to notify the Council of any vacancy of an Affordable Retail Unit, the length of such vacancy and the terms of any lease of the unit;
 - (ii) obligations to report to the Council at such key stages/milestones to be agreed with the Council;
 - (iii) terms (including the rents detailed above) on which the Affordable Retail Units will be marketed;
 - (iv) selection criteria and process;
 - (v) the items which shall be the subject of a service charge to be apportioned on a reasonable and equitable basis to the Affordable Retail Unit Occupier of the Affordable Retail Unit concerned and the basis upon which the apportionment is calculated;
 - (vi) details of the loading and unloading facilities to be provided for the tenant(s) of the Affordable Retail Unit concerned; and
 - (vii) such other matters as the Council, and the Developer may agree should be included in the Affordable Retail Unit Marketing Strategy.
- 6.13 The Developer shall provide monthly written reports to the Council regarding the status of the marketing, in a format to be agreed with the Council.
- 6.14 The Developer will consider nominations for occupation of the Affordable Retail Units on the East Site from the Council and shall provide the Council with a written summary of reasons where a nominee put forward by the Council has not been provided with an Affordable Retail Unit and PROVIDED that such reasons are reasonable in the circumstances the Developer shall have absolute discretion as to the granting of a lease of an Affordable Retail Unit on the East Site.
- 6.15 In the event that an Affordable Retail Unit on the East Site has been vacant for a period of at least 9 (nine) months following Practical Completion of that Affordable Retail Unit and subject to providing reasonable evidence to the Council of the steps taken to actively market the Affordable Retail Unit in accordance with the Affordable Retail Unit Marketing Strategy the Developer shall be entitled to let the Affordable Retail Unit in question free of any restrictions and shall notify the Council in writing that the Affordable Retail Unit is no longer

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an Affordable Retail Unit and shall submit a revised plan to the Council identifying the location of the Affordable Retail Units on the East Site.

- 6.16 Use reasonable endeavours to provide all of the Affordable Retail Units on the East Site in clusters of 3 (three) or more units and as shown on the plan approved under paragraph 6.2 above.

6.17 Affordable Retail Unit Lease Terms

Lease term	15 years
Rents	0-12 months – rent free 13-24 months – 15% of Market Rent 25-36 months – 25% of Market Rent 37-48 months – 50% of Market Rent 49-60 months – 75% of Market Rent 61+ months until the end of fifteen years from first letting either: 1. 75% of Market Rent; or 2. x% of turnover (where x is an amount agreed with the landlord at the time of taking a lease up to a maximum 15%), whichever is the higher but in the event that the turnover rent applies then it will be capped at 100% Market Rent
Rent Review	Market Rent at the end of the 5th year of the term
Break Clause	Tenant break clause on not less than 6 months prior notice at the end of the 5th year of the term
Alienation	Lease shall be fully assignable with Landlord's prior written consent not to be unreasonably withheld or delayed but with

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	rent to be reviewed to 100% Market Rent on assignment. No sub-letting of whole or part is permitted.
Repairs	Tenant to be responsible for all internal non-structural repairs and of dilapidations at the expiry of the lease or earlier break or upon vacating the unit
Security of Tenure	Excluded from 1954 Act
Service Charges	Fair and reasonable

7. **Castle Square**

- 7.1 The Developer has agreed to provide temporary retail provision at Castle Square. The provision of Castle Square temporary retail units is subject to a separate planning permission and accompanying section 106 agreement and which provides for a marketing strategy, a right of first refusal to rent those units for Local Independent Operators (but excluding charitable organisations), relevant rents and heads of terms for leases of those units.
- 7.2 Not later than 6 months following service of the Closure Notice Date the Developer shall Complete the Castle Square development.

8. **Community Uses**

- 8.1 The Developer shall use reasonable endeavours to ensure that occupiers and operators of the D2 Use Class on the East Site hold monthly events aimed at persons with protected characteristics including elderly persons or those from ethnic minorities if appropriate and unless otherwise agreed with the Council in writing.
- 8.2 The Developer shall procure that the occupier of the D1 use on the East Site shall use reasonable endeavours to make available the exhibition space within the D1 use:
- 8.2.1 to residents or community groups who live or work in the Borough for Market Rent;
 - 8.2.2 only at times that the exhibition space is not already in use or is required by the Occupier of the D1 Use or its students; and
 - 8.2.3 only in line with the D1 Use Occupier's objectives as an arts education institution.

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9. **Bingo Hall**

9.1 The Developer shall use reasonable endeavours to ensure that following Implementation of works to the D2 Use (leisure use) on the East Site the marketing arrangements in respect of the D2 Use (leisure use) on the East Site shall be prioritised for a period of at least 6 months towards a bingo operator and the Developer shall provide the Council with a copy of the marketing arrangements PROVIDED that the Developer shall not be required to market solely and exclusively to bingo operators.

9.2 The Developer shall give a right of first refusal to a bingo operator to lease approximately 1,850sqm of the proposed D2 Use (leisure floorspace) within the Development at open Market Rent in the event that a bingo operator elects to take the space.

10. **Trader Panel**

10.1 The Developer has established the Trader Panel and its membership which has been approved by the Council is comprised of:

10.1.1 at least 2 (two) representatives from the Developer;

10.1.2 2 (two) Borough ward councilors;

10.1.3 5 (five) representatives from businesses within the Application Site,

or an alternative make-up as approved by the Council in writing.

10.2 The Trader Panel will hold a consultative role during the implementation of the Relocation Strategy including to:

10.2.1 seek to maximise the opportunities that the Development will provide to Local Independent Operators;

10.2.2 liaise with the Council and the Independent Business Advisor to provide input from Local Independent Operators on the bidding and allocation process for Affordable Retail Units within the Elephant and Castle area and as part of the Development; and

10.2.3 liaise with the Council and the Independent Business Advisor to provide input from the Local Independent Operators on the process for applying for monies from the Relocation Fund.

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- 10.3 The Trader Panel will hold an oversight and monitoring role during the implementation of the Relocation Strategy including to:
- 10.3.1 receive regular updates from the Developer on a database of available vacant retail premises within the town centre area suitable for the Local Independent Operators;
 - 10.3.2 receive regular reports from the Council and the Independent Business Advisor on the distribution of payments from the Relocation Fund; and
 - 10.3.3 receive regular reports from the Council and the Independent Business Advisor on successful bids and consequent allocation of Affordable Retail Units;
- 10.4 The Trader Panel will consult with the Independent Business Advisor, the Council and the Developer on relevant issues from the Development which affect Local Independent Operators.
- 10.5 The Trader Panel will not have access to confidential, commercial or personal data regarding Local Independent Operators and will have no direct role in the allocation of funds or units to businesses.
- 10.6 The Trader Panel is anticipated to meet:
- 10.6.1 monthly from its establishment until 3 months after the Closure of the Shopping Centre, and thereafter;
 - 10.6.2 quarterly until 6 months following Practical Completion of the retail floorspace (Use Class A1-A4) on the West Site unless the Council and the Developer agree at any earlier date that the Trader Panel is no longer required.

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PART 7

TRANSPORT AND HIGHWAY OBLIGATIONS

1. **Northern Line Underground Station Box**
- 1.1 The Developer shall construct the Station Box and station access from the public highway to the specification agreed in the Development Agreement subject to:
 - 1.1.1 obtaining all relevant consents and licences; and
 - 1.1.2 completion of the Development Agreement.
- 1.2 The Development Agreement must contain the following key terms:
 - 1.2.1 the specifications for the Station Box and station access from the public highway;
 - 1.2.2 programme and phasing for the delivery of the Station Box and station access from the public highway by the Developer subject to obtaining all relevant consents and licences;
 - 1.2.3 the grant of a 990 year lease to LUL at a peppercorn rent together with the grant of such rights as reasonably required by LUL including (but not limited to) for the purposes of operation, servicing and maintenance of the Station Box including rights of public access to the Station Box from the public highway if within the ownership of the Developer;
 - 1.2.4 the grant of all necessary rights from LUL to the Developer for the purpose of delivery of the Station Box and station access from the public highway;
 - 1.2.5 the grant of all necessary rights from the Developer to LUL for works to be undertaken by LUL for the Station Box Works;
 - 1.2.6 LUL's requirements for completion and handover of the Station Box and station access from the public highway;
 - 1.2.7 a requirement for LUL, prior to Implementation of the Planning Permission and subject to LUL being satisfied that it has available funds for the Station Box Works, to enter into a planning obligation under section 106 of the 1990 Act in order to secure the fit out and the opening of the Station Box subject to the handover of the Station Box as defined in the Development Agreement;
 - 1.2.8 requirement for agreement between LUL and the Developer of a programme and phasing for completion and opening to the public of the Station Box Works, such

SCHEDULE 2 - EAST SITE OBLIGATIONS

programme and phasing to be consistent with the profile of expenditure on which LUL's assessment of the availability of funds for the Station Box Works is based; and

- 1.2.9 infrastructure protection provisions required in LUL's proper opinion for the protection of, and LUL's access to, LUL infrastructure and assets.

- 1.3 The Developer shall not Commence the Development until:

- 1.3.1 the Development Agreement or such other agreement between the Developer and LUL which secures the key terms in paragraph 1.2 above has been entered into; and

- 1.3.2 the Developer has provided the Council with a copy of the completed Development Agreement or such other agreement between the Developer and LUL which secures the key terms in paragraph 1.2 above but with financial information redacted.

- 1.4 The Developer shall not Implement the Development unless LUL has completed an agreement pursuant to section 106 of the 1990 Act with the Council and Developer as referred to in paragraph 1.2.7 above.

- 1.5 Subject to closure for maintenance, safety, over-crowding and emergencies, TfL shall ensure that the Existing Northern Line Ticket Hall and access shall remain operational for the duration of the Development until the Station Box is open to the public and new access arrangements to the Northern Line platforms are fully operational.

- 1.6 Only to the extent that it is within the Developer's or the Council's control, the Developer or the Council (as relevant) shall ensure that access to the Existing Northern Line Ticket Hall is not prevented from the public highway on Newington Butts.

- 1.7 The Parties agree that the intention is for the area shaded dark green on the plan attached at Appendix 5a to be adopted as public highway in order to ensure unrestricted public access to the entrance of the Station Box and to the extent that it is within any of the Council's, TfL's or Developer's control the relevant Party will offer it for adoption as public highway prior to opening of the Station Box Works to the public.

SCHEDULE 2 - EAST SITE OBLIGATIONS

2. Highway Works

2.1 The following Highway Works shall be undertaken or procured by the Developer in relation to the East Site unless otherwise agreed with the relevant Highway Authority:

Location (as shown on the plan attached at Appendix 5a with reference 3645-SK-117)	Description of Highway Works	Indicative Completion Date
Area on New Kent Road shaded orange and indicated by the words 'new vehicle crossover'	Vehicle crossover on New Kent Road providing access to basement for left turn in and left turn out movements only	Quarter 3, 2023
Area on New Kent Road indicated by words "Removal of existing bus shelter and cage"	Removal of westbound bus shelter from the location of the proposed vehicle crossover on New Kent Road and removal of one westbound bus cage which currently accommodates two buses	Quarter 3, 2023
Area on New Kent Road indicated by words "Indicative location of new bus shelter, including countdown"	Installation of one new westbound bus shelter to the west of the new vehicle crossover on New Kent Road	Quarter 3, 2023
Area on New Kent Road indicated by words "Indicative location of new bus flag/shelter"	Installation of new bus flag/shelter on New Kent Road to the east of the new vehicle crossover beneath the viaduct (final location subject to discussions with TfL)	Quarter 3, 2023
Areas on Newington Butts,	Footway resurfacing along sections limited to areas coloured light blue as shown on the plan	Quarter 4, 2024

SCHEDULE 2 - EAST SITE OBLIGATIONS

Location (as shown on the plan attached at Appendix 5a with reference 3645-SK-117)	Description of Highway Works	Indicative Completion Date
Walworth Road and Elephant Road shaded light blue	attached at Appendix 6a	
Areas on New Kent Road and Walworth Road shaded light pink	Shared Footway/cycleway resurfacing along sections limited to areas coloured light pink as shown on the plan attached at Appendix 6a	Quarter 4, 2024
Area on New Kent Road shaded purple	Resurfacing along sections limited to areas coloured purple either as footway only or as shared Footway/cycleway (subject to TfL design), as shown on the plan attached at Appendix 6a.	Quarter 4, 2024
Areas on Elephant Road and New Kent Road shaded light green	Elephant Road: -Removal of existing vehicle crossover providing access to the Shopping Centre basement car park and service yard and pave as footway to match existing adjacent footway materials or as otherwise agreed with the Council and replace dropped kerb with kerb upstand -Removal of existing vehicle crossover providing access to the railway arch immediately north of the Shopping Centre basement car park and service yard access and pave as footway to match existing adjacent footway materials or as otherwise agreed with the Council and replace dropped kerb with kerb upstand New Kent Road:	Quarter 4, 2024

SCHEDULE 2 - EAST SITE OBLIGATIONS

Location (as shown on the plan attached at Appendix 5a with reference 3645-SK-117)	Description of Highway Works	Indicative Completion Date
	-Removal of existing vehicle crossover and pave as footway to match existing adjacent footway materials or as otherwise agreed with TfL and replace dropped kerb with kerb upstand	
Area shaded brown on Elephant Road	-Introduce new on-street loading bay across the existing Shopping Centre basement car park and service yard access -Any traffic regulation orders associated with the above.	Quarter 3, 2023
Area indicated by words "reduction of length of on-street loading bay"	-Cut back length of on-street loading bay where new arches are to be opened up between Elephant Road and the Development -Any traffic regulation orders associated with the above.	Quarter 3, 2023
Area on New Kent Road indicated by the words "Proposed Central Reserve"	-Introduce new central reserve and associated street furniture/signage to prevent right turn into and out of the servicing yard access.	Quarter 3, 2023

- 2.2 No later than 2 years prior to the anticipated Occupation of the East Site, the Developer shall submit to the Council and TfL for written approval a delivery strategy for the Highway Works relating to the East Site which sets out a programme for their delivery which largely accords with the table at sub-paragraph 2.1 above PROVIDED THAT such delivery strategy may be updated by the Developer with the written agreement of the Council and TfL.
- 2.3 Not later than 2 years prior to Occupation of the East Site the Developer shall submit to the relevant Highway Authority for the road in question the Section 278/38 Highway Works

SCHEDULE 2 - EAST SITE OBLIGATIONS

Specification for the Highway Works including details of the estimated costs of the Highway Works.

- 2.4 Not later than 2 years prior to Occupation of the East Site the Developer shall enter into one or more Section 278/38 Highways Agreements (as the case may be) with the relevant Highway Authority in respect of the Highway Works related to the East Site which must secure the value of the Section 278/38 Highway Works Bond to provide acceptable security for the execution and completion of the relevant Highway Works and the Highway Authority shall assist and co-operate in relation to completion of the Highway Works.
- 2.5 Not to Occupy the East Site until:
- 2.5.1 the details required by paragraphs 2.3 and 2.4 above have been approved by the relevant Highway Authority;
 - 2.5.2 the Developer has entered into all Section 278/38 Highways Agreements for the Highway Works relating to the East Site with the relevant Highway Authority; and
 - 2.5.3 the Highway Works relating to the East Site have been Completed in accordance with the relevant Section 278/38 Highways Agreements for those Highway Works unless alternative dates have been agreed within the relevant Section 278/38 Highways Agreement; or
 - 2.5.4 where the relevant Highway Authority is undertaking the Highway Works, the Developer has paid the costs for the Highway Works to be completed to the relevant Highway Authority.
- 2.6 In the event that any of the Highway Works specified in the table at sub-paragraph 2.1 above are to instead be delivered by the relevant Highway Authority the Developer shall be required to pay the relevant Highway Authority prior to Occupation (or such other timescales as are agreed within the Section 278 Highways Agreement) a sum or sums of money covering the full cost of the relevant Highway Works and the relevant Highway Authority shall carry out and complete diligently any such Highway Works upon receipt of the full payment of the sum of money covering the cost of the works.

3. Cycle Hire Docking Stations

Relocated Cycle Hire Docking Station

- 3.1 On or prior to the Demolition Notice Date the Developer shall pay to TfL the Relocated Cycle Hire Docking Station Contribution.

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- 3.2 Not to undertake any Demolition of the Shopping Centre until the Developer has paid to TfL the Relocated Cycle Hire Docking Station Contribution.
- 3.3 Following receipt of the Relocated Cycle Docking Station Contribution and prior to Demolition of the Shopping Centre TfL will relocate the Relocated Hire Docking Station as soon as reasonably practicable to the location identified by the area shaded blue and the words "Relocated Walworth Road Docking Station" on the plan attached at Appendix 6 with reference 3645-SK-118 or such other location as agreed by the Parties.

East Site New Cycle Hire Docking Station

- 3.4 No later than 12 months prior to the anticipated Occupation of the Development the Developer shall pay the East Site New Cycle Hire Docking Station Installation Contribution to TfL.
- 3.5 Not to Occupy the Development until the Developer has paid the East Site New Cycle Hire Docking Station Installation Contribution to TfL.
- 3.6 Following receipt of the East Site New Cycle Hire Docking Station Installation Contribution TfL shall install the East Site New Cycle Hire Docking Station as soon as reasonably practicable in the location identified by the area hatched blue and the words "New Walworth Road Docking Station" on the plan attached at Appendix 6 with reference 3645-SK-118 or such other location as agreed by the Parties.

4. Cycle Hire Scheme

- 4.1 The Developer shall include publicity materials about the TfL Cycle Hire Scheme in the induction packs that it provides for Residential Units on the East Site and the publicity materials shall include advertisement of the availability of free initial membership in accordance with paragraph 4.2 below.
- 4.2 The Developer shall provide three years free membership for the TfL Cycle Hire Scheme to Residential Units on the East Site following a request from the first Occupier of the respective Residential Unit.
- 4.3 The membership shall be provided in accordance with sub-paragraph 4.2 above and shall be linked to a Residential Unit rather than an individual Occupier and shall remain with that Residential Unit for the three-year period subject to sub-paragraph 4.4 below.
- 4.4 The Developer shall not be obliged to provide membership or may cancel any membership where an Occupier has already been given membership on Occupation of that Residential Unit.

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5. Cycle Parking

- 5.1 Prior to Occupation of the Building on the East Site adjacent to the location of the cycle parking spaces the Developer shall provide 50 (fifty) short-term cycle parking spaces on the East Site in the location shown green hatched on the plan attached at Appendix 6 with reference 3645-SK-118 or such other location(s) as agreed by the Parties in writing and thereafter retain the cycle parking spaces unless otherwise agreed with TfL and the Council.

6. New Kent Road Environmental Improvements

- 6.1 The Developer shall use reasonable endeavours to agree with Network Rail the New Kent Road Environmental Improvements.
- 6.2 The Developer shall provide the Council with evidence of its reasonable endeavours as required in paragraph 6.1 above and in the event that the Council acting reasonably believes that appropriate measures have been taken by the Developer to secure agreement with Network Rail and agreement has not been secured the Council shall confirm that the New Kent Road Environmental Improvement Contribution shall fall due.
- 6.3 In the event the New Kent Road Environmental Improvement Contribution is payable pursuant to paragraph 6.2 above, the Developer shall not Occupy more than 50% of the Residential Units or more than 50% of the D1 Use floorspace on the East Site (whichever is achieved earlier) until the Developer has paid to the Council the New Kent Road Environmental Improvement Contribution.

7. Elephant & Castle Railway Station Western Façade Treatment

- 7.1 Following the commencement of Demolition, the Developer shall ensure that it does not prevent pedestrian access to the Elephant & Castle Railway Station via Elephant Road during Demolition and Construction of the Development.
- 7.2 Not to Occupy the Development until the Developer has used reasonable endeavours to agree with Network Rail environmental improvements to the western façade of the Elephant & Castle Railway Station.
- 7.3 Not later than 18 months prior to the anticipated Occupation of the Development, the Developer shall provide the Council with evidence of its reasonable endeavours as required in paragraph 7.1 above and in the event that the Council acting reasonably believes that appropriate measures have been taken by the Developer to secure agreement with Network Rail and agreement has not been secured the Council shall confirm that the Railway Station Contribution shall fall due.

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7.4 In the event the Railway Station Contribution is payable pursuant to paragraph 7.3 above, the Developer shall not Occupy more than 50% of the Residential Units or more than 50% of the D1 Use floorspace on the East Site (whichever is achieved earlier) until the Developer has paid to the Council the Railway Station Contribution.

8. Legible London Signage

8.1 Any Section 278/38 Highways Agreement(s) to be entered into between the Developer, the Council and TfL pursuant to paragraph 2.3 above, shall include the provision of Legible London signs of a type and in the locations on public highway adjacent to the East Site indicatively shown on the plan attached at Appendix 8 with reference 3645-SK-084 and/or such other locations as agreed by the Parties.

8.2 Should the Developer not provide the Legible London signs prior to Occupation of the East Site, the Developer shall pay the Legible London Contribution – East Site to the Council for the cost of installing such Legible London signs and shall upon payment of the Legible London Contribution – East Site be released from any obligations in relation to Legible London signage in this Deed or in any Section 278/38 Highways Agreement.

9. Wayfinding

9.1 Prior to Occupation of the East Site the Developer shall agree with the Council (in consultation with TfL) the locations and number of wayfinding signs to be provided within the Public Realm areas.

9.2 On or prior to Occupation of the relevant part of the East Site within which the wayfinding sign is to be located the Developer shall provide the information signs in the location(s) agreed with the Council under sub-paragraph 9.1 above.

10. Public Travel Information

10.1 Prior to Occupation of the East Site the Developer shall provide one electronic board showing public travel information in a publicly accessible location on the East Site to be agreed with the Council.

11. Public Realm

11.1 Prior to Substantial Commencement, the Developer shall submit to the Council for approval a phasing plan for the East Site Public Realm Access Areas.

11.2 The Developer shall provide the relevant parts of the East Site Public Access Areas prior to Occupation of the adjacent Building in accordance with the public realm phasing plan approved pursuant to paragraph 11.1 above.

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- 11.3 Prior to Occupation of the Development the Developer shall use reasonable endeavours to ensure that the park route is delivered through the arches as shown shaded blue on the plan attached at Appendix 7 with reference 3645-SK-122 or through the existing arches as shown shaded pink on the plan attached at Appendix 7 with reference 3645-SK-122 or by an appropriate alternative to be agreed with the Council in writing.

Access

- 11.4 The Developer covenants to ensure that:

- 11.4.1 the East Site Public Realm Access Areas are Completed in accordance with the approved phasing plan to a standard at least equivalent to an Adoptable Standard for use by the public for the life of the Development on the East Site;
- 11.4.2 a 4 metre route through the East Site Public Realm Access Areas between Points E, C or D to Point A or B (or vice versa) is available for public use on foot 24 hours a day throughout the year except in relation to:
- (a) closure in case of emergency;
 - (b) temporary closure for maintenance repair renewal cleaning and, with the prior approval of the Council, for other programmed activities and events;
 - (c) temporary closure (not exceeding one day's length at any time in any calendar year) unless agreed in writing with the Council for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription of other process of law;

PROVIDED THAT:

- (i) closure in the circumstances referred to in sub-paragraph 11.4.2 above shall except in the case of an emergency (where no prior notice is required) be provided following not less than five Working Days prior notice to the Council unless otherwise agreed;
- (ii) the Developer shall use reasonable endeavours to re-open any area of land closed pursuant to this paragraph as soon as reasonably practicable;
- (iii) the Developer shall use reasonable endeavours to provide an alternative route across the East Site Public Realm Access Areas to ensure connection between Points E, C or D through to Points A and B (or vice versa);

SCHEDULE 2 - EAST SITE OBLIGATIONS

(iv) the Developer may eject from or refuse access to any persons conducting themselves in any disorderly manner or behaving indecently or causing a nuisance or an annoyance;

11.4.3 save in respect of those parts of the East Site Public Realm Access Areas required to comply with sub-paragraph 11.4.2 above, to provide access on foot by the public across the East Site Public Realm Access Areas subject to the following:

- (a) temporary closure for maintenance repair renewal cleaning and other activities and events;
- (b) closure in the case of emergency;
- (c) temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription of other process of law;
- (d) the ability to erect structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, lighting, notices, signs, advertising materials (subject to obtaining relevant consents);
- (e) the ability to hold any events or exhibitions subject to complying with relevant legislation including relating to disabled access requirements;
- (f) to work from or erect scaffolding on the East Site Public Realm Access Areas as necessary in connection with maintenance, repair, decoration, or alternation or any parts of the East Site subject to the necessary consents; and
- (g) the ability to erect structures which overhang the East Site Public Realm Access Areas.

11.5 If the Director of Planning or emergency services or Metropolitan Police requests the closure of the East Site Public Realm Access Areas including those parts provided in accordance with paragraph 11.3.2 above to the public so as to avoid or prevent injury or damage to the general public then the Developer shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the East Site Public Realm Access Areas to the public for so long as may be required but shall use reasonable endeavours to re-open to the public the relevant parts of the East Site Public Realm Access Areas as soon as is possible.

SCHEDULE 2 - EAST SITE OBLIGATIONS

Defects

- 11.6 For the duration of the Defects Period, the Developer shall at its own expense and at no expense to the Council, and to the reasonable satisfaction of the Director of Planning:-
- 11.7 maintain the Public Realm Improvements; and
- 11.8 make good any defects arising out of defective design or workmanship discovered during the Defects Period, and between the expiry of the Defects Period and the issue of the relevant Final Certificate

PROVIDED THAT the Defects Period shall be deemed to continue until any necessary remedial works have been properly completed and the relevant Final Certificate issued and for the avoidance of doubt the Director of Planning reserves the right to issue a Final Certificate only in respect of such part(s) of the Public Realm Improvements and as many times as necessary until the entirety of the Public Realm Improvements meet with his reasonable satisfaction and the Director of Planning will provide a certificate of discharge of the Developer's obligations in relation to the Public Realm Improvements once he is satisfied that they have all been completed in accordance with the terms of this Part 7 of Schedule 2.

- 11.9 For the avoidance of doubt the Defects Period and the issue of a Provisional Certificate and a Final Certificate in respect of the Public Realm Improvements are exercisable by the Council as local planning authority (in consultation with the local highway authority) and as such are without prejudice to any further defects period or certification process which may apply by virtue of any Section 278/38 Agreement.

Maintenance

- 11.10 The Developer shall:
- 11.10.1 at its own expense permanently maintain, cleanse, drain and keep maintained, cleansed and drained the East Site Public Realm Access Areas;
- 11.10.2 at its own expense permanently maintain a system of lighting to ensure that such lighting operates effectively at all times whilst the East Site Public Realm Access Areas are open to the public subject to matters outside its reasonable control; and
- 11.10.3 at all times repair maintain cleanse drain and light the East Site Public Realm Access Areas in all respects to at least an Adoptable Standard.

SCHEDULE 2 - EAST SITE OBLIGATIONS

12. **Parking Permit Restriction**

- 12.1 Prior to Occupation of a Residential Unit on the East Site the Developer covenants to notify such new Occupier of the Council's policy 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.
- 12.2 The Developer shall ensure that each tenancy agreement for a Residential Unit on the East Site contains the information detailed at sub-paragraph 12.1 above.
- 12.3 The Developer acknowledges that the obligation in paragraph 12.1 above is being given under Section 16 of the Greater London Council (General Powers) Act 1974.

13. **Accessible Parking Spaces**

- 13.1 Prior to Occupation of the D1 Use on the East Site the Developer shall ensure that 3 Accessible Parking Spaces to be provided in the basement of the East Site are made available for use by the Occupier of the D1 Use with at least one space providing access to an EV charging point.

14. **Tree Planting Strategy**

- 14.1 The Developer shall include in its proposals for the provision of 27 trees or such lesser amount as is agreed with the Council and TfL (which includes those trees to be replaced or retained) as part of the landscaping scheme to be submitted pursuant to the Planning Permission.
- 14.2 The Developer shall:
- 14.2.1 use reasonable endeavours to provide any replacement trees on Site or if this is not possible within the vicinity of the Site in a position to be agreed in writing by the Council or where the replacement trees are positioned on land for which TfL is Highway Authority, by TfL;
 - 14.2.2 use reasonable endeavours to ensure the replacement trees have an equivalent CAVAT value compared to those lost as a result of the construction of the Development;
 - 14.2.3 if the replacement trees do not have such an equivalent CAVAT value, pay to the Council, or where the replaced tree is located on land for which TfL is the Highway Authority, to TfL the difference between the CAVAT value of the replaced trees and the CAVAT value of the replacement trees; and

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 14.2.4 comply with BS5837: (2012) Trees in relation to demolition, design and construction; BS3998: (2010) Tree work – recommendations; BS: 4428 Code of practice for general landscaping operations and any reasonable recommendations made by the Council, or TfL where the replaced trees are located on land for which TfL is the Highway Authority, in relation to the planting and maintenance of the replacement trees.
- 14.3 The Developer shall not Occupy the relevant part of the Development until:
 - 14.3.1 the replacement trees for that part have been planted in accordance with the landscaping scheme and to the satisfaction of the Council, or as the case may be in consultation with TfL where the replaced trees are located on land for which TfL is the Highway Authority; or
 - 14.3.2 if the Council, or TfL where the replaced trees are located on land for which TfL is the Highway Authority, has agreed in writing, the Tree Replacement Contribution has been paid to the Council or TfL where the replaced trees are located on land for which TfL is the Highway Authority in full.
- 14.4 If within the expiration of five years from Occupation any tree retained on Site or replaced pursuant to this paragraph is found to be dead, dying, severely damaged or diseased, the Developer shall:
 - 14.4.1 replace the same with a tree of an equivalent CAVAT value in the same position; or
 - 14.4.2 if the Council or TfL where the replaced trees are located on land for which TfL is the Highway Authority, has agreed in writing, pay the Tree Replacement Contribution in respect of that tree to the Council or TfL where the replaced trees are located on land for which TfL is the Highway Authority.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 8

MANAGEMENT PLANS

The Developer covenants with the Council:-

1. **Demolition Environmental Management Plan and Construction Environmental Management Plan**
 - 1.1 Not later than 6 months prior to any Demolition commencing on the East Site, to submit the Demolition Environmental Management Plan – East Site to the Council and TfL for their approval in writing provided that TfL's right of approval shall be limited to matters related to its statutory functions.
 - 1.2 Prior to Implementation of the Development on the East Site or any part of it, to submit the Construction Environmental Management Plan – East Site to the Council and TfL for their approval in writing provided that TfL's right of approval shall be limited to matters related to its statutory functions.
 - 1.3 The Demolition Environmental Management Plan – East Site and the Construction Environmental Management Plan – East Site shall (as the case may be) include (as a minimum):
 - 1.3.1 details of the methodology to be used in the Demolition process;
 - 1.3.2 the times during which works may be undertaken and the times during which deliveries may be made to the East Site consistent with the Council's Environmental Code of Construction Practice;
 - 1.3.3 the routes which Demolition and/or construction traffic shall be directed to use so as to minimise insofar as reasonably practicable impacts of Demolition or construction traffic on the transport network and the environment;
 - 1.3.4 a detailed specification of the construction and/or Demolition works including the relevant environmental impacts and the required mitigation measures. The specification shall include details of the methods of piling so as to minimise groundwater noise and vibration impacts as well as damage or disruption to underground transport utilities infrastructure and services;
 - 1.3.5 engineering measures, acoustic screening, and the provision of sound insulation required to mitigate or eliminate specific environmental impacts;

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- 1.3.6 arrangements for publicity and promotion of the scheme during Demolition/construction, including information on temporary closures and diversion of any part of the public highway and private roads, footways and cycle ways;
- 1.3.7 details, including management, of Site access/egress by vehicles, cyclists and pedestrians;
- 1.3.8 details of measures to prevent or control mud, dust and waste being deposited on or affecting the safety and operation of the public highway and public transport;
- 1.3.9 adoption and implementation of the Considerate Constructor Scheme (or equivalent at the time of submission);
- 1.3.10 details of training undertaken by the road hauliers, in particular cycle awareness;
- 1.3.11 a commitment to only engage contractors who are accredited to the Fleet Operator Recognition Scheme (FORS) and meet the vehicle and driver standards of Construction Logistics and Community Safety (CLOCS);
- 1.3.12 any necessary temporary road closure orders or diversions on the highway network in the vicinity of the East Site;
- 1.3.13 any necessary temporary means in the closure and diversion of any pedestrian or cycle routes through or adjacent to the East Site;
- 1.3.14 the proposed measures and/or hoardings (including decorative hoardings) to separate and enclose any proposed Demolition and/or construction works;
- 1.3.15 the interface between the Demolition and/or the Development on the East Site and any works being carried out at the time to developments in the vicinity of the East Site including (without limitation) any works on the highway if affected by the Demolition and/or the Development on the East Site;
- 1.3.16 details of the form siting and installation of temporary and permanent wayfinding signage to the destinations within the vicinity of the East Site;
- 1.3.17 measures necessary to ensure the continued provision of bus and taxi services within the vicinity of the East Site if affected by the Demolition and/or Development on the East Site including the provision of temporary bus stops necessary as a result of any road closures, and the Parties agree that this obligation will not necessarily preclude the closing of bus stops and shelters on a temporary basis if required for the purposes of Demolition or construction of the Development subject to the separate agreement with TfL on the extent of the movement and relocation

SCHEDULE 2 - EAST SITE OBLIGATIONS

and subject to the Developer paying to TfL the costs anticipated to be incurred by TfL (notified in writing to the Developer) in moving or relocating the bus stops and shelters;

- 1.3.18 measures to ensure the safety of the public during the period in which works are being carried out on the East Site including lighting in the streets surrounding the East Site;
 - 1.3.19 measures to mitigate as far as are reasonably practicable construction and Demolition traffic impacts generally;
 - 1.3.20 measures to mitigate against the effects of the Development on the East Site including the effects of dust noise light and vibration on the amenity of occupiers;
 - 1.3.21 measures to be taken prior to road closures and construction; and
 - 1.3.22 details of measures to be taken to mitigate against the effects of the Development on the East Site on the ecology in the vicinity of the East Site.
- 1.4 Not to commence Demolition on the East Site until the Demolition Environmental Management Plan – East Site has been approved by the Council.
 - 1.5 Not to Implement the Development on the East Site until the Construction Environmental Management Plan – East Site has been approved by the Council.
 - 1.6 The Developer shall comply with and shall require its contractor and sub-contractors (and insofar as relevant their suppliers and hauliers) to comply with the Demolition Environmental Management Plan – East Site and the Construction Environmental Management Plan –East Site when undertaking works for demolition or construction forming part of the Development on the East Site and shall use reasonable endeavours to prevent the carrying out of any works as part of the Development on the East Site otherwise than in accordance with the terms of the Demolition Environmental Management Plan – East Site and the Construction Environmental Management Plan – East Site PROVIDED ALWAYS that the Developer may from time to time agree with the Council amendments to the Demolition Environmental Management Plan – East Site and the Construction Environmental Management Plan – East Site.
- 2. **Delivery and Servicing Management Plan**
 - 2.1 Not less than 6 (six) months prior to Occupation of the Development to submit the Delivery and Servicing Management Plan – East Site to the Council and TfL and obtaining their approval to it in writing.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 2.2 To implement the Delivery and Servicing Management Plan – East Site approved pursuant to paragraph 2.1 above for the duration that the Development or any part of it remains Occupied.
- 2.3 The Delivery and Servicing Management Plan – East Site shall include the following restrictions and obligations:-

Weekdays

- 2.3.1 unrestricted access at all times for emergency vehicles, emergency maintenance vehicles and Council residential refuse collection vehicles;
- 2.3.2 unrestricted access between 8:00pm and 6:30am;
- 2.3.3 no deliveries during the morning peak of 6:30am to 10:00am and the evening peak of 3:00pm to 8:00pm;
- 2.3.4 except as provided in 2.3.5 below, not more than 68 vehicle movements during inter-peak hours after 10:00am and before 3:00pm in relation to delivery and servicing in respect of the D1 Use subject always to a maximum vehicle size of 7.5T;
- 2.3.5 not more than 100 vehicle movements for more than 60 weekdays per year in relation to delivery and servicing in respect of the D1 Use subject to implementing additional traffic management measures on those 60 weekdays subject always to a maximum vehicle size of 7.5T;

Weekends

- 2.3.6 unrestricted access for all vehicles at all times on Sundays;
- 2.3.7 unrestricted access for at all times emergency vehicles and emergency maintenance vehicles;
- 2.3.8 unrestricted access on Saturdays between midnight and 1:00pm and between 5:00pm and midnight;
- 2.3.9 not more than 60 vehicle movements on Saturdays between 1:00pm and 5:00pm subject to a maximum vehicle size of 7.5T.

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 2.4 The Developer shall also include in the Delivery and Servicing Management Plan – East Site:
- 2.4.1 the frequency of review and monitoring of vehicle trips at years 1,3 and 5 following Occupation of the Development, or such other times as may be agreed by the Developer, TfL and the Council;
 - 2.4.2 measures proposed to be implemented in the first five years following Occupation of the Development to reduce the number of vehicle trips to and from the Development on the East Site;
 - 2.4.3 details on the frequency of feeding back to the Council the results of such monitoring and review;
 - 2.4.4 the location of either a new or an existing parcel "drop-off" facility for use by occupiers of the Development on the East Site on or in close proximity to the Site; and
 - 2.4.5 mitigation measures to address any failure to comply with the restrictions on trip numbers.
- 2.5 The Delivery and Servicing Management Plan – East Site provisions shall be included in tenancy agreements for the residential, retail, office, education and assembly and leisure units on the East Site in order to inform each new Occupier of the restrictions in paragraph 2.3 above prior to their Occupation.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 9

ENERGY STRATEGY AND DISTRICT CHP

The Developer covenants with the Council:

1. Energy Strategy

- 1.1 Not less than 3 months prior to Implementation, the Developer shall submit the East Site Energy Strategy to the Council for its approval in writing.
- 1.2 That following the approval of the East Site Energy Strategy it shall comply with the East Site Energy Strategy in carrying out and completing the Development.
- 1.3 This East Site Energy Strategy shall demonstrate how the Development will achieve the Agreed Carbon Targets in accordance with the principles contained in the Application Energy Strategy.
- 1.4 The Developer shall not Implement the Development or any part of it until the East Site Energy Strategy has been approved in writing by the Council.

2. District CHP

- 2.1 Not to Occupy the Development until submitting and obtaining the written approval of the Council to an East Site CHP Energy Strategy, setting out as a minimum:
 - 2.1.1 how the East Site will be designed and built so that it will be capable of connection from the East Site boundary to the District CHP;
 - 2.1.2 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 East Site to the District CHP;
 - 2.1.3 confirmation that individual supplies to the Residential Units and office/commercial units will be metered;
 - 2.1.4 confirmation that the pipework to each Residential Unit and office/commercial units in the East Site 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);
 - 2.1.5 confirmation that allowance has been made within the East Site for hot water generation by way of heat exchangers connected to localised heating mains;

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 2.1.6 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.
- 2.2 The Council shall provide to the Developer a written response to the East Site CHP Energy Strategy referred to in paragraph 2.1 above within 8 weeks of receipt of the same and if the Council's written response is to the effect that the East Site CHP Energy Strategy is not approved the Council must set out its reasons for not approving the said strategy and the parties shall each use reasonable endeavours to discuss and reach agreement to the East Site CHP Energy Strategy within the period of 8 weeks from the receipt by the Council of the East Site CHP Energy Strategy or such other period as the parties may agree.
- 2.3 In the event that the East Site CHP Energy Strategy is not agreed within the said 8 week period then either party may refer the same for determination under clause 20 of this Agreement.
- 2.4 Following receipt of the Council's written approval to the East Site CHP Energy Strategy the Developer shall carry out the Development in accordance with the approved East Site CHP Energy Strategy.
- 2.5 If a Connection Notice is served by the Council on the Developer then the Developer shall within three months of receipt of the Connection Notice submit the Feasibility Study to the Council for approval. In the event that the Feasibility Study is not agreed then either party may refer the same for determination under clause 20 of this Agreement.
- 2.6 If the parties (acting reasonably) agree that the Feasibility Study demonstrates that it is feasible, would achieve the Agreed Carbon Targets and is financially viable for the Development to connect into the District CHP or (failing agreement between the Council and Developer) the Specialist pursuant to clause 20 determines that the connection of the Development to the District CHP is feasible, financially viable and would achieve the Agreed Carbon Targets, then the Developer shall use reasonable endeavours to connect the Development to the District CHP in accordance with the approved East Site CHP Energy Strategy (unless otherwise agreed in writing) within a reasonable period following the date of the joint decision by the Council and Developer (or where applicable the Specialist's decision) that connection is feasible and financially viable.
3. **Carbon Green Fund Contribution - East Site**
- 3.1 In the event that the East Site Energy Strategy approved by the Council pursuant to paragraph 1 above shows a change against the Agreed Carbon Targets because such Strategy is based on:

SCHEDULE 2 - EAST SITE OBLIGATIONS

- 3.1.1 different technology than was envisaged in the Application Energy Strategy; and/or
- 3.1.2 new guidance or regulations not in force when the Application Energy Strategy was prepared,

then the Developer shall recalculate the amount of the Carbon Green Fund Contribution – East Site for approval by the Council and the amount payable under Part 11 of Schedule 2 shall be amended accordingly.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 10

MISCELLANEOUS

The Developer covenants not to Occupy:-

1. Non-Residential Uses

- 1.1 More than 50% of the Residential (Use Class C3) Units on the East Site, until at least 50% of the Retail (Use Class A1-A4) floorspace on the East Site has been Practically Completed.
- 1.2 More than 75% of the Residential (Use Class C3) Units on the East Site, until at least 75% of the Retail (Use Class A1-A4) floorspace permitted on the East Site has been Practically Completed.
- 1.3 More than 75% of the Residential (Use Class C3) Units on the East Site until the leisure use (Use Class D2) floorspace permitted on the East Site has been Practically Completed.

SCHEDULE 2 - EAST SITE OBLIGATIONS

PART 11

FINANCIAL CONTRIBUTIONS

1. Prior to Demolition, Implementation or Occupation (as the case may be) of the East Site the Developer covenants to pay to the Council or TfL (where indicated) the corresponding Site and Development Contribution upon occurrence of the relevant trigger event as detailed below in tabular form: -

Contribution	Payment	Payment Trigger Event
Administration Cost – East Site	£42,031.67	Implementation
Affordable Housing Evaluation Report Monitoring Contribution	£21,780	Prior to Occupation of the Residential Units on the East Site
Archaeology Contribution	£5,585.50	Prior to Demolition
Carbon Green Fund Contribution – East Site	£1,213,473 (subject to recalculation in accordance with paragraph 3 of Part 9 of Schedule 2)	Implementation
Corsica Studios Contribution	£125,000	Implementation
Legible London Contribution – East Site (if required)	£7,760	Occupation
New Kent Road Environmental Improvement Contribution (if required)	Up to £20,000	Prior to Occupation of more than 50% of the Residential Units
Railway Station Contribution (if required)	£30,000	Prior to Occupation of more than 50% of the Residential Units
Relocation Fund Contribution	£634,700	Closure Notice Date
Independent Business Advisor Contribution	£192,900 (of which £78,570 has already been paid)	Closure Notice Date
Relocated Cycle Hire Docking Station Contribution	£50,000	Demolition Notice Date
East Site Cycle Hire Docking Station Installation Contribution	£219,000	12 months prior to Occupation

SCHEDULE 2 - EAST SITE OBLIGATIONS

2. The Developer covenants not to carry out any work of Demolition until the Council has received the Archaeology Contribution in full.

SCHEDULE 3

WEST SITE

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 1

AFFORDABLE HOUSING & OPEN MARKET BUILD TO RENT

The Developer covenants with the Council:-

1. Affordable Housing and Wheelchair Residential Units

1.1 Not to Occupy:

1.1.1 more than 50% of the Open Market Build to Rent Units – West Site; or

1.1.2 more than 50% of the Open Market for Sale Units on the West Site where notice has been provided under paragraph 5.1 of Part 1 of Schedule 3,

unless and until the Affordable Housing Units – West Site have been constructed on the West Site in accordance with the Approved Affordable Housing Mix to the reasonable satisfaction of the Director of Planning and made ready for residential occupation and for the purposes of this paragraph 1.1 the meaning of Occupy shall include:

- (a) Exchanged Contracts or completion of an assured shorthold tenancy agreement; or
- (b) Exchanged Contracts or completion of a contract for transfer of the Open Market for Sale Units,

regardless of whether the Open Market Build to Rent Unit or the Open Market for Sale Unit is physically Occupied or not.

1.2 Subject to the provisions of clause 8.1 and 8.2 not to use the Intermediate Housing other than as Intermediate Housing (and their approved tenure) in perpetuity.

1.3 To provide the Council with a detailed written response to the Affordable Housing Evaluation Report along with such evidence as the Council may reasonably require and which the Affordable Housing Provider in respect of the Intermediate Housing Units and the Registered Provider in respect of the Social Rented Units shall, subject to and where possible in compliance with all applicable data protection laws, respond to within 28 days of receipt of the Affordable Housing Evaluation Report.

Wheelchair Residential Units

1.4 To market the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing for the duration of the Marketing Period for Wheelchair Residential Units in accordance with the provisions of this Schedule.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.5 The marketing shall be conducted to ensure that the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing are marketed to as wide an audience as possible through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 1.6 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.
- 1.6 The Wheelchair Residential Units designated as Remaining Units and Intermediate Housing shall be advertised as a minimum in the following places (as appropriate):
- 1.6.1 on www.sharetobuy.com/
 - 1.6.2 www.thehouseseshop.com/;
 - 1.6.3 in two local Borough newspapers; or
 - 1.6.4 or such other place as reasonably requested by the Council
- 1.7 To inform the Council in writing of the marketing undertaken in respect of the Wheelchair Residential Units designated as Remaining Units and Intermediate Housing.
- 1.8 Not to permit Occupation of a Wheelchair Residential Unit designated as a Remaining Unit or Intermediate Housing to those not in need of wheelchair housing unless details of the marketing undertaken pursuant to this Schedule (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.
2. **Social Rented Units**
- 2.1 Subject to clause 8, not to use the Social Rented Units other than as Social Rented Units in perpetuity.
- 2.2 To provide the Council with a detailed written response to the Affordable Housing Evaluation Report along with such evidence as the Council may reasonably require and which the Registered Provider shall, subject to and where possible in compliance with all applicable data protection laws respond to within 28 days of receipt of the Affordable Housing Evaluation Report.
3. **Transfer of Land for Social Rented Units**
- 3.1 Paragraphs 3.2 to 3.9 below will only apply in the event that either:

SCHEDULE 3- WEST SITE OBLIGATIONS

- 3.1.1 the West Site has not been Substantially Commenced within 10 years following the Development being Implemented on the East Site; or
 - 3.1.2 following Substantial Commencement on the West Site there is a continuous period of inactivity on the West Site for more than six consecutive months, and
- 3.2 The Council shall notify the Developer that it believes the scenarios in paragraph 3.1 above apply and that the remainder of this paragraph 3 applies.
- 3.3 The Social Rented Construction Costs, the value of the Social Rented Units and non-residential element within the same Building(s) as the Social Rented Units, and the Net SR Construction Costs shall be agreed between the relevant parties or calculated by reference to a Specialist in accordance with the provisions in clause 20 provided that any value agreed or directed by a Specialist shall be at least the value attributed to those parts of the Development in the Application Viability Appraisal.
- 3.4 In the event that the Developer has been notified by the Council pursuant to paragraph 3.2 above, the Developer shall notify the Council whether Option 1 below applies.
- 3.5 In the event that the Developer notifies the Council pursuant to paragraph 3.4 above that Option 1 does not apply, the Council shall determine which of either Option 2 or Option 3 applies:
 - 3.5.1 Option 1
 - (a) the Developer to construct, or procure the construction of the Social Rented Units and, on Completion, transfer the Completed Social Rented Units to a Registered Provider or the Council.
 - 3.5.2 Option 2
 - (a) the grant by the Developer to the Council or a Registered Provider the Long Leasehold Interest in the land required for the construction of the Social Rented Units as shown edged red on the plan attached at Appendix 15 in order for the Council or Registered Provider to construct and Complete the Social Rented Units and non-residential floorspace in the same Building(s) as the Social Rented Units; and
 - (b) the Developer to pay to the Council or Registered Provider the Net SR Construction Costs in accordance with paragraph 3.7 below; or

SCHEDULE 3- WEST SITE OBLIGATIONS

3.5.3 Option 3

- (a) the grant by the Developer to the Council or a Registered Provider the Long Leasehold Interest in the land required for the construction of the Social Rented Units as shown edged red on the plan attached at Appendix 15 in order for the Council or Registered Provider to construct and Complete the Social Rented Units and non-residential floorspace in the same Building(s) as the Social Rented Units, with a payment to the Council or Registered Provider of £1, the cost of constructing the Social Rented Units being reflected by the value of the non-residential floorspace transferred at nil value.

3.6 Following the grant of the Long Leasehold Interest pursuant to paragraphs 3.5.2 and 3.5.3 above, the Developer shall be released from the:

3.6.1 obligations in this Part in relation to the Social Rented Units;

3.6.2 the restriction on Occupation contained in paragraph 1.1 above as far as it relates to the Social Rented Units;

3.6.3 obligations in:

- (a) paragraph 2 of Part 4 of Schedule 3;
- (b) paragraphs 1 and 2 of Part 6 of Schedule 3; and
- (c) paragraph 1 of Part 10 of Schedule 3.

3.7 Only in the event of, and following, the grant of the Long Leasehold Interest pursuant to paragraph 3.5.2 above, the Developer shall pay to the Council or Registered Provider (as applicable) the Net SR Construction Costs (Index Linked from the date that the Net SR Construction Costs are agreed or determined by the Specialist pursuant to paragraph 3.3 above to the date that the relevant payment is made as set out below) as follows:

3.7.1 10% of the Net SR Construction Costs on grant of the Long Leasehold Interest pursuant to paragraph 3.5.2 above;

3.7.2 50% of the Net SR Construction Costs within 20 (twenty) Working Days of being notified by the Council or Registered Provider (as applicable) that it has entered into a build contract for the construction of the Social Rented Units;

3.7.3 40% of the Net SR Construction Costs on the first anniversary of the date that payment was made pursuant to paragraph 3.7.2 above.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 3.8 The Council covenants to use the Net SR Construction Costs paid to it pursuant to paragraph 3.7 above only towards the construction of the Social Rented Units and the non-residential floorspace contained in the same Building(s) as the Social Rented Units.
- 3.9 Should the Developer elect Option 1 above, then the Developer must Complete the Social Rented Units to a standard fit for residential occupation and ready to be transferred to a Registered Provider within 36 (thirty six) months of the date the Developer elects Option 1.
- 3.10 Should the Council elect Option 2 or Option 3 above, then the Council must construct the Social Rented Units to a standard fit for residential occupation.

4. **London Living Rent**

In respect of the London Living Rent Units – West Site the Developer covenants that:

- 4.1.1 the rental levels (inclusive of Service Charges) shall not exceed the amounts at first letting set out by the GLA at the time of such letting;
- 4.1.2 the annual rental increases will be linked to CPI plus 1%;
- 4.1.3 the Units shall be provided to Eligible Persons on shorthold tenancies for a minimum period of 3 (three) years with a tenant only break option;
- 4.1.4 the Units shall be provided to Eligible Persons within the Borough who have been referred by the Council to the Developer for approval from the Council's Intermediate Housing List;
- 4.2 In the event that there is no Eligible Person available on the Council's Intermediate Housing List or there is no Intermediate Housing List established, the London Living Rent Unit – West Site shall be let to an Eligible Person in accordance with the nominations protocol as set out below in paragraph 3.3.
- 4.3 The nominations protocol must be in accordance with the following order of priority:
- 4.3.1 firstly, Borough residents or workers; or
- 4.3.2 secondly, if within 10 working days following receipt of the notification referred to in paragraph 4.4 below, there are no eligible occupiers under paragraph 4.3.1 above, those who reside or work in the South East or South West London sub-regions Housing Partnerships; or
- 4.3.3 thirdly, if within 20 Working Days following receipt of the notification referred to in paragraph 4.4 below, there are no eligible occupiers under paragraph 4.3.1 or 4.3.2 above, London wide residents or workers.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 4.4 The Developer covenants to give the Council at least 1 (one) month prior notice of a unit being ready for occupation in order to facilitate the nomination protocol referred to in paragraph 4.3 above.
5. **Discounted Market Rent**
- 5.1 In respect of the Discounted Market Rent Units – West Site the Developer covenants that:
- 5.1.1 the rental levels (inclusive of Service Charges) shall not exceed 80% of Market Rent;
 - 5.1.2 the annual rental increases will be linked to CPI plus 1%;
 - 5.1.3 the Residential Units shall be provided to Eligible Persons on shorthold tenancies for a minimum period of 3 (three) years with a tenant only break option; and
 - 5.1.4 the Residential Units shall be provided to Eligible Persons within the Borough who have been referred by the Council to the Developer for approval from the Council's Intermediate Housing List.
- 5.2 In the event that there is no Eligible Person available on the Council's Intermediate Housing List or there is no Intermediate Housing List established, the Discounted Market Rent Unit – West Site shall be let to an Eligible Person in accordance with the nominations protocol as set out below at paragraph 4.4.
- 5.3 The nominations protocol must be in accordance with the following order of priority:
- 5.3.1 firstly, Borough residents or workers; or
 - 5.3.2 secondly, if within 10 working days following receipt of the notification referred to in paragraph 5.4 below, there are no eligible occupiers under paragraph 5.3.1 above, those who reside or work in the South East or South West London sub-regions Housing Partnerships; or
 - 5.3.3 thirdly, if within 20 Working Days following receipt of the notification referred to in paragraph 5.4 below, there are no eligible occupiers under paragraph 5.3.1 or 5.3.2 above, London wide residents or workers.
- 5.4 The Developer covenants to give the Council at least 1 (one) month prior notice of a unit being ready for occupation in order to facilitate the nomination protocol referred to in paragraph 5.3 above.

SCHEDULE 3- WEST SITE OBLIGATIONS

6. **Open Market Build to Rent**

6.1 No later than 3 (three) months prior to Implementation of the West Site to notify the Council whether the Open Market Build to Rent Units – West Site will be provided as Open Market Build to Rent Units or Open Market for Sale Units.

6.2 The Developer covenants to:

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

PROVIDED THAT this paragraph 5.2 shall cease to apply in respect of the Open Market Build to Rent Units - West Site upon a Clawback Disposal (PROVIDED THAT the Developer has paid the Clawback Amount).

7. **Open Market Build to Rent Covenant**

7.1 In the event that Open Market Build to Rent Units - West Site are Completed as Build to Rent units, not more than 30 Working Days following a Clawback Disposal, the Developer shall give notice in writing to the Council of such Clawback Disposal including the following information:

- (a) the date of that Clawback Disposal;
- (b) the Open Market Build to Rent Unit(s) Disposed and its size in m² and number of Habitable Rooms;

SCHEDULE 3- WEST SITE OBLIGATIONS

- (c) the amount of consideration paid under that Clawback Disposal for each Open Market Build to Rent Unit which is intended to be Disposed (including documentary evidence);
 - (d) the Developer's calculation of the Clawback Amount.
- 7.2 The Council shall assess the information submitted under paragraph 7.11 of this Part 1 to determine the Clawback Amount.
- 7.3 The Council may appoint an external consultant to assess the information submitted under paragraph 6.1 of this Part 1 and to determine the Clawback Amount.
- 7.4 If the Council and/or its external consultant requests from the Developer further information or evidence to determine the Clawback Amount, the Developer 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 10 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 Clawback Amount.
- 7.5 The Council shall notify the Developer in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 7.1 of this Part 1.
- 7.6 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 6.1 of this Part 1 and in determining the Clawback Amount including those of any external consultant appointed under paragraph 6.3 of this Part 1 within 20 Working Days of receipt of a written request for payment.
- 7.7 If the Council has not notified the Developer in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 6.1 of this Part 1, the Developer shall pay to the Council an amount that the Developer reasonably estimates to be the Clawback Amount ("**the Estimated Clawback Amount**") PROVIDED THAT no later than 10 Working Days after the Council notifies the Developer in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 20, no later than 10 Working Days after the final determination of the Clawback Amount) the Developer shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is equal to zero).
- 7.8 The Council shall use the Clawback Amount to provide Affordable Housing in its administrative area.

SCHEDULE 3- WEST SITE OBLIGATIONS

8. Eligibility Review

- 8.1 Prior to Occupation of a Building the Developer covenants to submit to the Council for its written approval a management strategy in respect of that Building such management strategy to include provisions to ensure that the Occupiers of the Affordable Housing Units – West Site retain access to the communal and shared facilities within that Building.
- 8.2 The Developer covenants to maintain provision of the Affordable Housing Units – West Site in accordance with the tenure split and percentage identified in the Affordable Housing Mix found in Schedule 3 Part 2.
- 8.3 In the event that at the end of the 3 year tenancy period a Household occupying a London Living Rent Unit – West Site no longer meets the Eligible Person income criteria for a London Living Rent Unit and therefore is no longer able to occupy the Residential Unit at London Living Rent levels the Developer shall consider whether either Option A or Option B is achievable:

Option A

- (a) the Household can remain in that Residential Unit at Discounted Market Rent provided that an alternative Discounted Market Rent Unit with the same number of Habitable Rooms and bed spaces is available or will become available within two calendar months following the eligibility review or such alternative time period agreed with the Council in writing; and
- (b) if an alternative Discounted Market Rent Unit is available for the purposes of 8.3(a) above the Developer shall re-allocate the available Discounted Market Rent Unit to London Living Rent in order to maintain the Affordable Housing Mix and permit the Household to remain in the same Residential Unit for a further 3 (three) year tenancy term if the Household requests to do so.

Option B

- (c) the Household can remain in the Residential Unit at a different London Living Rent level provided that an alternative London Living Rent Unit or Discounted Market Rent Unit with the same number of Habitable Rooms and bed spaces is available or becomes available within two calendar months following the eligibility review or such alternative time period agreed with the Council; and

SCHEDULE 3- WEST SITE OBLIGATIONS

- (d) if an alternative London Living Rent Unit or Discounted Market Rent Unit is available to re-allocate for the purposes of 8.3(c) above, the Developer shall re-allocate the available Discounted Market Rent Unit or London Living Rent Unit to the right London Living Rent level according to the relevant income criteria for that Eligible Person.

8.4 In the event that the Developer is unable to maintain the Approved Affordable Housing Mix by exercising either Option A or Option B as set out at 8.3 above due to there being no available Discounted Market Rent Units to re-allocate as London Living Rent Units, or the Developer is unable to maintain the same rental levels across the Affordable Housing Units – West Site before exercising either Option A or Option B then the Developer shall permit the Household to continue to occupy the Residential Unit if the Household requests to do so at the same London Living Rent rental levels for a further 3 (three) year tenancy term.

8.5 In the event that at the end of the 3 (three) year tenancy period a Household occupying a Discounted Market Rent Unit – West Site no longer meets the Eligible Person income criteria for a Discounted Market Rent Unit and therefore is no longer able to occupy the Residential Unit at Discounted Market Rent levels the Developer shall consider whether:

8.5.1 a reduced rent could be applied to that Residential Unit if a commensurate increase in rent on an Affordable Housing Unit could be applied elsewhere on the West Site; and

8.5.2 If the eligibility review occurs more than 7 years following Occupation of the Affordable Housing Units on the West Site, the Developer shall consider whether a Household can remain in the Residential Unit as an Open Market Build to Rent Unit for a further 3 (three) year tenancy term and reallocate another Open Market Build to Rent Unit as Discounted Market Rent or London Living Rent as appropriate, or

8.5.3 In the event that the Household would not be eligible for London Living Rent nor able to afford an Open Market Build to Rent Unit or where there are no other available Residential Units to re-allocate such that the Approved Affordable Housing Mix could be maintained the Developer shall consider whether the Household can remain in that Residential Unit for a further 3 (three) year tenancy term at the same Discounted Market Rent notwithstanding that the Household would no longer meet the Eligible Persons income criteria,

PROVIDED THAT in all cases the Developer should maintain the Approved Affordable Housing Mix required under paragraph 1 above and Part 2 and the rental levels that existed

SCHEDULE 3- WEST SITE OBLIGATIONS

prior to any such eligibility review and potential re-allocation of the Affordable Housing Units – West Site.

9. **Affordable Housing Monitoring**

9.1 In addition to the requirement at paragraph 1.3 of this Schedule the Developer covenants that following Occupation of the Affordable Housing Units – West Site it shall provide the Council with a report every 3 (three) years for the Covenant Period outlining the number, tenure mix and location of the Affordable Housing Units – West Site.

9.2 Following Occupation of the Affordable Housing Units – West Site the Developer shall on an annual basis for the Covenant Period provide the Council with an annual update report showing the changes if any to the number, tenure mix and location of the Affordable Housing Units – West Site since the last report submitted in accordance with paragraph 9.1 above.

10. **Open Market Build to Rent**

10.1 The Developer shall:

10.1.1 submit to the Council the Residential Management Plan for approval (as approved, the "**Approved Residential Management Plan**");

10.1.2 not Occupy or cause or permit the Occupation of any Open Market Build to Rent Unit until the Residential Management Plan has been submitted to and approved by the Council;

10.1.3 not Occupy or cause or permit the Occupation of the Open Market Build to Rent Units except in accordance with the Approved Residential Management Plan (subject to any minor amendments agreed in writing with the Council); and

10.1.4 upon reasonable notice from the Council and no more frequently than every six months during the Covenant Period, provide to the Council such evidence as the Council reasonably requires to demonstrate the Developer's compliance with the Approved Residential Management Plan

PROVIDED THAT this paragraph 10.1 shall cease to apply in respect of the Open Market Build to Rent Units upon a Clawback Disposal (PROVIDED THAT the Developer has paid the Clawback Amount).

11. **Open Market Build to Rent Covenant**

11.1 Not more than 30 Working Days following a Clawback Disposal, the Developer shall give notice in writing to the Council of such Clawback Disposal including the following information:

SCHEDULE 3- WEST SITE OBLIGATIONS

- 11.1.1 the date of that Clawback Disposal;
 - 11.1.2 the Open Market Build to Rent Unit(s) Disposed and its size in m² and number of Habitable Rooms;
 - 11.1.3 the amount of consideration paid under that Clawback Disposal for each Open Market Build to Rent Unit which is intended to be Disposed (including documentary evidence);
 - 11.1.4 the Developer's calculation of the Clawback Amount.
- 11.2 The Council shall assess the information submitted under paragraph 11.1 of this Part 1 to determine the Clawback Amount.
- 11.3 The Council may appoint an external consultant to assess the information submitted under paragraph 11.1 to determine the Clawback Amount.
- 11.4 If the Council and/or its external consultant requests from the Developer further information or evidence to determine the Clawback Amount, the Developer 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 10 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 Clawback Amount.
- 11.5 The Council shall notify the Developer in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 11.1.
- 11.6 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 11.1 and in determining the Clawback Amount including those of any external consultant appointed under paragraph 11.3 within 20 Working Days of receipt of a written request for payment.
- 11.7 If the Council has not notified the Developer in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 11.1, the Developer shall pay to the Council an amount that the Developer reasonably estimates to be the Clawback Amount ("the **Estimated Clawback Amount**") PROVIDED THAT no later than 10 Working Days after the Council notifies the Developer in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 20, no later than 10 Working Days after the final determination of the Clawback Amount), the Developer shall pay to the Council the difference between the

SCHEDULE 3- WEST SITE OBLIGATIONS

Clawback Amount and the Estimated Clawback Amount (unless the difference is equal to zero.

- 11.8 The Council shall use the Clawback Amount to provide Affordable Housing in its administrative area.

12. **GLA Grant Funding**

- 12.1 In the event that any Public Subsidy becomes available from the GLA following the date of this Agreement for the purposes of reducing maximum income levels for Discount Market Rent Units –West Site, the Developer shall use reasonable endeavours to secure the Public Subsidy and apply the Public Subsidy towards the reduction of the maximum income levels for eligible households from £90,000 to £60,000 and a deed of variation in accordance with section 106A of the 1990 Act shall be completed to reflect the amendment required in the maximum income levels applicable.

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PART 2

AFFORDABLE HOUSING MIX

	Social Rent	London Living Rent	Discounted Rent	Market	TOTAL
1-bed	22	2	10		34
2-bed	66	10	27		103
3-bed	28				28
TOTAL (units)	116	12	37		165
TOTAL (%)	70	7	22		100

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 3

VIABILITY

Recital

The base viability position that informs this Deed was established by adopting the residual method of valuation. An appraisal of the East Site and West Site was undertaken to establish the maximum reasonable quantum of Affordable Housing that the Development can provide. The agreed Target Return is 11% Ungearred IRR for a Build to Rent scheme and 14% Ungearred IRR for a Build for Sale scheme.

The Developer has offered 35% Affordable Housing but with a mix non-consistent with the emerging policy P4 in the New Southwark Plan, on the basis that the Application Viability Appraisal produces an outturn IRR below the Target Return and in order to provide "traditional" Social Rented Units as requested by the Council rather than social rent equivalent Build to Rent Units.

The Application Viability Appraisal and cashflow is attached at Appendix 10 to this Agreement. It has been agreed that any surplus above the Target Return on any Viability Review will be shared on a 50/50 basis with the portion attributable to the Council translated into Additional Affordable Housing to deliver a mix more consistent with emerging Policy P4 in the New Southwark Plan. The overall provision of Affordable Housing will remain at 35%. It should be recognised however that policy P4 cannot be fully complied with given the delivery at the Council's request for social rented homes on the site rather than social rent equivalent and that the affordable housing component comprises 38% social rented homes which is higher than the 34% social rent equivalent required under policy P4.

Future Viability Reviews are to be conducted by reference to the Application Viability Appraisal and the appraisal model has been agreed by the Council and the Developer. The inputs will be varied reflecting the actual outcome with the Application Viability Appraisal start date fixed at the date of this deed. Accordingly the rents and build costs adopted in the appraisal will reflect the actual incurred amounts rather than the currently agreed input. Where actuals are not available, such as for Viability Review 2, then reference will be made to best evidence at the review date or to the actuals from Viability Review 1 for the East Site.

The Developer covenants with the Council:

1. **Viability Review Methodology**

1.1 That all Viability Reviews shall be based on the agreed FVA ("Financial Viability Assessment") methodology and:

1.1.1 carried out on a current day basis;

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.1.2 the Target Return for Viability Review 3 shall be:
- (a) 12.5% profit on GDV for the Development on the West Site for Build to Rent; or
 - (b) based upon the following where the Developer has opted to provide the Residential Units for Sale under paragraph 6.1 of Part 2 of Schedule 3:
 - (i) 17.5% profit on GDV for the Open Market residential element;
 - (ii) 15% profit on GDV for the commercial element; and
 - (iii) 6% profit on GDV for the Affordable Housing element;
- 1.1.3 the Site Value shall be fixed at £142,000,000.00 which is made up of:
- (a) East Site - £92,000,000; and
 - (b) West Site - £50,000,000;
- 1.1.4 the Site Value shall be subject to indexation in accordance with the:
- (a) MSCI UK Quarterly Index- Capital Value Shopping Centres for the East Site; and
 - (b) MSCI UK Quarterly Index- Capital Value Offices for the West Site.
- 1.1.5 the following inputs shall be fixed unless actuals have been incurred at the date of the Review 3 Date:
- (a) any reasonable exceptional costs where evidenced;
 - (b) Purchaser's costs – 6.8% of Gross Development Value ("GDV");
 - (c) Design contingency – 2.5% of construction costs;
 - (d) Construction contingency - 5.0% of construction costs;
 - (e) Professional fees – 12% of construction costs;
 - (f) Commercial marketing - £2.00 per sq. ft. on the commercial net internal area;
 - (g) Build to Rent marketing – 1.00% of Build to Rent GDV;
 - (h) Letting agent fee – 10% of commercial annual rent roll;

SCHEDULE 3- WEST SITE OBLIGATIONS

- (i) Letting legal fee – 5% of commercial annual rent roll;
- (j) Sales agent fee – 1.00% of Build to Rent and commercial New Development Value ("NDV");
- (k) Sales legal fee – 0.50% of Build to Rent and commercial NDV;
- (l) Development Programme as stated in the Application Viability Appraisal commencing from the date of the signing of this Deed or as amended by the actual programme of delivery; and
- (m) 6% finance costs where the Target Return is based on profit on GDV.

sent Masons LLP
behalf of and with
authority from all parties
re: the London
rough of Southwark.
4/01/2019

- 1.1.6 Any surplus above the Target Return for Viability 3 shall be split between the Council and Developer on a 50/50 basis. As an example, in the event that Viability 3 on a Build to Rent scheme derives an Ungeared IRR of 12%, 0.5% will go towards providing Additional Affordable Housing onsite and 0.5% shall go to the Developer.

1.1.7 Indexation of the Site value for the West Site shall be calculated from the earlier of (i) the date the purchase of the West Site completes or (ii) the date the West Site is commenced.

2. **Viability Review 3 Trigger**
- 2.1 In the event that Viability Review 2 results in the Development meeting the Affordable Housing Cap, Viability Review 3 will not be required unless the Developer has served notice under paragraph 5.1 of Part 1 of Schedule 3, that the Open Market Build to Rent Units – West Site will be delivered as Open Market for Sale Units and not as Open Market Build to Rent Units.
- 2.2 Where Viability Review 3 is required to be carried out, the Developer will carry out Viability Review 3 in accordance with the provisions of this Schedule and may submit the Viability review 3 at any time but no more than 6 months prior to the Review 3 Date.
- 2.3 Unless otherwise approved by the Council (acting reasonably) the Developer shall not Occupy more than 75% of the Open Market Build to Rent Units - West Site on the West Site (or where Open Market for Sale Units are being completed, the Open Market Build for Sale Units) unless and until Viability Review 3 has been agreed (or determined) in accordance with the following provisions of this Schedule.
3. **Submission of Development Viability Information**
- 3.1 The Developer will give the Council not less than 20 Working Days advance written notice of the date on which any Development Viability Information is intended to be submitted and such information shall be subject to the transparency requirements set out in the Council's Development Viability Supplementary Planning Document 2016.

SCHEDULE 3- WEST SITE OBLIGATIONS

4. Assessment of Development Viability Information

- 4.1 The Council may appoint External Consultants to assess any Development Viability Information it is to receive and shall appoint such External Consultants by the date notified to it by the Developer pursuant to paragraph 3.1 above.
- 4.2 In the case of a Viability Review, the Council shall assess any submitted Development Viability Information and assess whether in its view Additional Affordable Housing is required to be delivered where the Viability Review shows the Target Return has been exceeded.
- 4.3 Within 10 Working Days of receipt of a Viability Review, the Council shall either:
- 4.3.1 confirm to the Developer that it has received a valid Viability Review (the date of such confirmation being the "Validation Date"); or
 - 4.3.2 request that the Developer provides further Development Viability Information or supporting evidence of the same.
- 4.4 On receipt of any request for further information pursuant to paragraph 4.3.2 above, the Developer shall provide any information reasonably required to the Council or any External Consultant (as applicable and with copy to the other parties) within 10 Working Days of receiving the request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires, where upon the Council or External Consultant shall confirm receipt of a valid Viability Review (the date of such confirmation being the Validation Date).
- 4.5 The Council shall complete its assessment of the Viability Review and shall notify the Developer whether any Additional Affordable Housing is required within 40 Working Days of the Validation Date.
- 4.6 If the Council determines that Additional Affordable Housing is required the Developer shall deliver the Additional Affordable Housing in accordance with the provisions of this Schedule.
- 4.7 The Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Development Viability Information including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

5. Delivery of Additional Affordable Housing

- 5.1 Where it is determined pursuant to paragraph 4.5 of this Schedule that Additional Affordable Housing is required pursuant to a Viability Review the Developer shall provide such Additional Affordable Housing as soon as reasonably practicable and subject to paragraph

SCHEDULE 3- WEST SITE OBLIGATIONS

5.2, in any event following the expiry of the second tenancy term after Viability Review 3 has been completed.

5.2 Where the Developer and the Council agree that the Additional Affordable Housing cannot be provided either as a result of a lack of vacant properties on the West Site or as a result that there has been no change in eligibility for tenants which would allow additional reductions in rent charged, the Developer shall pay to the Council the difference between the rent which has been charged and the rent which should have been charged following the provision of the Additional Affordable Housing until the Additional Affordable Housing is provided in accordance with paragraph 5.1.

5.3 The Parties agree that the terms of Schedule 2 (Affordable Housing) shall apply mutatis mutandis to the provision of any Additional Affordable Housing.

6. **Public Subsidy**

6.1 Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus that is to be retained by the Developer following a Viability Review.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 4

EMPLOYMENT

1. **EMPLOYMENT AND TRAINING - Construction Industry Jobs and Apprenticeships**

1.1 The Developer shall not Implement the West Site 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;

1.2.1 The method by which a Construction Workplace Co-ordinator shall be appointed;

1.2.2 The responsibilities of the Construction Workplace Co-ordinator which shall include the following;

(a) 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;

(b) 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;

(c) to commission Short Courses where necessary and to identify financial resources for the delivery of appropriate construction industry training and skills certification;

(d) to provide training to selected Unemployed Southwark Residents in pre-employment skills, basic construction skills and site safety;

(e) to support Unemployed Southwark Residents and their employers through the transition into Sustained Construction Industry Employment; and

(f) to recruit Construction Industry Apprenticeships.

1.3 The Developer shall ensure that a Construction Workplace Co-ordinator is in place throughout the construction of the Development on the West Site.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.4 The Developer shall use reasonable endeavours during the construction of the Development on the West Site to (subject to any increase in the below targets pursuant to a rollover of the balance of the targets relating to the East Site pursuant to paragraphs 1.4.6 and 1.6.1 of part 4 of Schedule 2):
- 1.4.1 place a minimum of 147 (one hundred and forty-seven) Unemployed Southwark Residents into Sustained Construction Industry Employment subject to the following and to paragraph 1.4.4 below:
- (a) 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 at paragraph 1.4.1 above;
 - (b) the number of Unemployed Southwark Residents who can be counted twice pursuant to paragraph 1.4.1(a) above and paragraph 1.4.1(a) of Part 4 of Schedule 2 is to be capped at a total of 50 (fifty) across both the East Site and the West Site;
- 1.4.2 train a minimum of 147 (one hundred and forty-seven) Borough residents using Short Courses, subject to paragraph 1.4.4 below;
- 1.4.3 provide a minimum of 37 (thirty-seven) new Construction Industry Apprenticeships or NVQ starts, subject to to paragraph 1.4.4 below;
- 1.4.4 any Borough resident who, following completion of a short course pursuant to paragraph 1.4.2, or any person who, following completion of a Construction Industry Apprenticeship or NVQ start pursuant to paragraph 1.4.3, is subsequently placed into Sustained Construction Industry Employment shall be counted against the targets in both paragraph 1.4.2 or 1.4.3 (as applicable) and paragraph 1.4.1;
- 1.4.5 ensure that their contractors and sub-contractors shall work with the Construction Workplace Co-ordinator and with local employment and skills agencies approved by the Council to endeavour to recruit Borough residents into Construction Industry Apprenticeships; and
- 1.4.6 produce the Construction Industry Employment and Training Report, including requesting the Council to:
- (a) rollover the balance of any of the targets outlined in paragraphs 1.4.1 to 1.4.3 above which has not been achieved despite the reasonable endeavours of the Developer; and

SCHEDULE 3- WEST SITE OBLIGATIONS

- (b) add such rolled-over balance to the targets to be achieved in the End Use of the Development as set out at paragraph 2.2.1 below, subject to the following caps on the number of targets that can be rolled over:
 - (i) 79 (seventy nine) Unemployed Southwark Residents to be placed into Sustained Construction Industry Employment;
 - (ii) 79 (seventy nine) Borough residents to be trained using Short Courses;
 - (iii) 19 (nineteen) new Construction Industry Apprenticeships or NVQ starts to be provided;
- 1.5 Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Practical Completion of the Development on the West Site or such phase(s) of the Development as may be agreed in writing with the Council, the Council will assess if the targets outlined in paragraphs 1.4.1 to 1.4.3 above have been achieved and, if they have not been achieved, whether the Developer used reasonable endeavours to try to achieve them.
- 1.6 In the event that the targets in paragraphs 1.4.1 to 1.4.3 have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Developer in writing:
 - 1.6.1 whether it approves any proposed rollover of the targets pursuant to paragraph 1.4.6 above; and
 - 1.6.2 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 paragraphs 1.4.1 to 1.4.3, but excluding any balance of the targets that has been rolled over pursuant to paragraphs 1.4.6 and 1.6.1, and using the following formula:
 - (a) Shortfall against number of jobs secured for Unemployed Southwark Residents in Construction Industry Employment x £4,300;
 - (b) Shortfall against number of Borough residents trained in Short Courses x £150; and
 - (c) Shortfall against number of Construction Industry Apprenticeships or NVQ starts x £1,500.
- 1.7 The Developer 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 1.6.

SCHEDULE 3- WEST SITE OBLIGATIONS

2. EMPLOYMENT IN THE END USE OF THE DEVELOPMENT

- 2.1 No later than six months prior to first Occupation of the West Site the Developer shall submit a Skills and Employment Plan to the Council.
- 2.2 The Skills and Employment Plan shall;
- 2.2.1 identify 33 (subject to any increase following a rollover of targets pursuant to paragraphs 1.4.6 and 1.6.1) Sustainable Employment Opportunities for Unemployed Southwark Residents in the End Use of the Development;
 - 2.2.2 in the event that the number of Sustainable Employment Opportunities that the Developer considers it practical to provide is less than 33, specify the Employment in the End Use contribution;
 - 2.2.3 identify the detailed mechanism through which such Sustainable Employment Opportunities will be filled, including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who will co-ordinate implementation of the Skills and Employment Plan and liaise with the Council and in doing so ensuring that people with shared protected characteristics can fully engage with the employment opportunities presented by the Development;
 - 2.2.4 define key milestones to be achieved and provide profiles for filling such Sustainable Employment Opportunities;
 - 2.2.5 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
 - 2.2.6 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 Developer shall use reasonable endeavours to submit the Skills and Employment Plan Report during the Skills and Employment Plan Period.
- 2.4 In the event that the Developer does not produce a Skills and Employment Plan or such Plan provides for an Employment in the End Use Contribution to be paid, the Developer will pay the Employment in the End Use Contribution – West Site in accordance with paragraph 2.7 of this Part 4.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 2.5 Following the submission of the final Skills and Employment Plan Report at the end of the Skills and Employment Plan Period, the Council will assess if the targets included in the Skills and Employment Plan have been achieved,
- 2.6 In the event that the targets in the Skills and Employment Plan have not been achieved to the satisfaction of the Council, the Council will notify the Developer in writing of the Employment in the End Use Contribution which shall be re-calculated using the following formula:
- 2.6.1 Shortfall against number of Unemployed Southwark Residents in Sustained Employment (against a maximum requirement of 33) x £4,300.
- 2.7 The Developer will pay the Employment in the End Use Contribution – West Site to the Council by the later of:
- (i) 28 Working Days of receipt of a notice from the Council, or
 - (ii) the date of first Occupation of the West Site or any part thereof.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 5

LOCAL PROCUREMENT

The Developer covenants with the Council:

1. Local Procurement

- 1.1 To work with the Council's Local Employment Team or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws use reasonable endeavours to achieve the procurement of construction contracts and goods and services from organisations based in the Borough.
- 1.2 To use reasonable endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.
- 1.3 To:
 - 1.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and to liaise with the Council through the Construction Industry Employment Contact to increase opportunities for local firms and people and to use reasonable endeavours to ensure that any contractors and sub-contractors do the same;
 - 1.3.2 brief contractors and sub-contractors on the requirements of this paragraph 1.4 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
 - 1.3.3 advertise sub-contracting and tendering opportunities to SME's (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including list of Pre-qualified Firms by the Council's Procurement Team) and the local press; and
 - 1.3.4 with its contractors and sub-contractors, resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at SME's and local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 6

AFFORDABLE RETAIL

1. Affordable Retail

1. The Developer covenants as follows:

- 1.1 Prior to Occupation of more than 50% of the Market Retail Units on the West Site to construct or procure the construction of 10% of the Retail Floorspace GIA (A1-A4 Use Classes) on the West Site as Affordable Retail Units for a period of 15 (fifteen) years and in accordance with the Affordable Retail Unit Specification.
- 1.2 Prior to Occupation of more than 50% of the West Site to identify the Affordable Retail Units on the West Site on a plan to be submitted to the Council.
- 1.3 To serve upon the Council the Affordable Retail Completion Notice on Practical Completion of the Affordable Retail Units on the West Site.
- 1.4 To allow the Surveyor access to the Affordable Retail Units on the West Site for the purpose of inspection and ascertaining compliance with the Affordable Retail Marketing Strategy and Affordable Retail Unit Specification.
- 1.5 Not to Occupy or permit Occupation of more than 50% of the Market Retail Units on the West Site until a Certificate of Practical Completion or Certificates of Practical Completion have been issued in respect of the Affordable Retail Units on the West Site.

Affordable Retail Unit Occupiers

- 1.6 To provide leases in respect of the Affordable Retail Units on the West Site in accordance with Elephant and Castle Opportunity Area Supplementary Planning Document (2012) and RICS best practice on the West Site to Affordable Retail Unit Occupiers who meet the eligibility criteria as set out in the SPD/OAPF in the following order of priority:
 - 1.6.1 first to Local Independent Operators (but excluding charitable organisations);
 - 1.6.2 then to Other Local Businesses within the Elephant and Castle Opportunity Area.
- 1.7 In the event that any of the Affordable Retail Units on the West Site as identified on the plan submitted in paragraph 1.3 above are substituted for a Market Retail Unit the Developer will notify the Council of such a change together with a revised plan identifying where the Affordable Retail Units on the West Site are located within 5 Working Days and PROVIDED ALWAYS that no less than 10% of the Retail Floorspace on the West Site is provided as Affordable Retail Units.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.8 Prior to Practical Completion of the Affordable Retail Units on the West Site to negotiate in good faith with the Affordable Retail Unit Occupier in order to agree the form of the Affordable Retail Unit Lease in accordance with the Affordable Retail Units Lease Terms.
- 1.9 If terms are not agreed with an Affordable Retail Unit Occupier for any reason then the Developer will inform the Council of the reasons within five (5) working days of the end of negotiations.
- 1.10 To send to the Council a completed lease for the first Affordable Retail Unit on the West Site within 10 Working Days of completion in order for the Council to monitor that the terms of the lease are consistent with the provisions in this paragraph 1.
- 1.11 To provide the Council with a copy of a completed lease for an Affordable Retail Unit on the West Site within 10 Working Days of a request from the Council to do so.

Affordable Retail Unit Marketing Strategy

- 1.12 At least 9 (nine) months prior to Practical Completion of the first Affordable Retail Unit on the West Site to submit to the Council for its approval in writing an Affordable Retail Unit Marketing Strategy in relation to the Affordable Retail Units on the West Site and which strategy shall;
- 1.12.1 be implemented by the Developer for a period of 6 (six) months prior to Practical Completion of each Affordable Retail Unit;
- 1.12.2 include the following:
- (i) a requirement to notify the Council of any vacancy of an Affordable Retail Unit; the length of such vacancy and the terms of any lease of the unit;
 - (ii) obligations to report to the Council at such key stages/milestones to be agreed with the Council;
 - (iii) Terms (including the rents detailed above) on which the Affordable Retail Units will be marketed;
 - (iv) Selection criteria and process.
 - (v) The hours of use in the Affordable Retail Unit Lease(s);
 - (vi) The items which shall be the subject of a service charge to be apportioned on a reasonable and equitable basis to the Affordable Retail Unit Occupier of the Affordable Retail Unit concerned and the basis upon which the apportionment is calculated;

SCHEDULE 3- WEST SITE OBLIGATIONS

- (vii) the number of cycle storage spaces to be allocated to the tenant(s) of the Affordable Retail Unit concerned;
 - (viii) details of the loading and unloading facilities to be provided for the tenant(s) of the Affordable Retail Unit concerned; and
 - (ix) such other matters as the Council and the Developer may agree should be included in the Affordable Retail Unit Marketing Strategy.
- 1.13 The Developer shall provide monthly written reports to the Council regarding the status of the marketing, in a format to be agreed with the Council
- 1.14 The Developer will consider nominations for occupation of the Affordable Retail Units on the West Site from the Council and shall provide the Council with a written summary of reasons where a nominee put forward by the Council has not been provided with an Affordable Retail Unit and PROVIDED that such reasons are reasonable in the circumstances the Developer shall have absolute discretion as to the granting of a lease of an Affordable Retail Unit on the West Site.
- 1.15 In the event that an Affordable Retail Unit on the West Site has been vacant for a period of at least 9 (nine) months following Practical Completion of that Affordable Retail Unit and subject to provided reasonable evidence to the Council of the steps taken to actively market the Affordable Retail Unit in accordance with the Affordable Retail Unit Marketing Strategy the Developer shall be entitled to let the Affordable Retail Unit in question free of any restrictions and shall notify the Council in writing that the Affordable Retail Unit is no longer an Affordable Retail Unit and shall submit a revised plan to the Council identifying the location of the Affordable Retail Units on the West Site.
- 1.16 Use reasonable endeavours to ensure that clusters of 3 (three) or more Affordable Retail Units and commercial uses are provided on the West Site as shown on the plan approved under paragraph 1.3 above.
- 1.17 Affordable Retail Unit Lease Terms

Lease term	15 years
Rents	0-12 months – rent free 13-24 months – 15% of Market Rent 25-36 months – 25% of Market Rent

SCHEDULE 3- WEST SITE OBLIGATIONS

	37-48 months – 50% of Market Rent 49-60 months – 75% of Market Rent 61+ months until the end of fifteen years from first letting either: 1. 75% of Market Rent; or 2. x% of turnover (where x is an amount agreed with the landlord at the time of taking a lease up to a maximum 15%), whichever is the higher but in the event that the turnover rent applies then it will be capped at 100% Market Rent
Rent Review	Market Rent at the end of the 5th year of the term
Break Clause	Tenant break clause on not less than 6 months prior notice at the end of the 5th year of the term
Alienation	Lease shall be fully assignable with Landlord's prior written consent not to be unreasonably withheld or delayed but with rent to be reviewed to 100% Market Rent on assignment. No sub-letting of whole or part is permitted.
Repairs	Tenant to be responsible for all internal non-structural repairs and of dilapidations at the expiry of the lease or earlier break or upon vacating the unit
Security of Tenure	Excluded from 1954 Act
Service Charges	Fair and reasonable

SCHEDULE 3- WEST SITE OBLIGATIONS

2. Affordable Workspace

The Developer covenants as follows:

- 2.1 not to Occupy or permit Occupation of more than 50% of the Remaining Units on the Development until the Affordable Workspace has been constructed in accordance with the Affordable Workspace Specification and a Certificate of Practical Completion or Certificates of Practical Completion has been issued in respect of the Affordable Workspace
- 2.2 following Completion of the Affordable Workspace to serve upon the Council a notice on Completion of the Affordable Workspace;
- 2.3 to allow the Surveyor access to the Affordable Workspace for the purpose of inspection and ascertaining compliance with the Affordable Workspace Specification.

Affordable Workspace Occupiers

- 2.4 The Developer agrees to negotiate in good faith with the Affordable Workspace Occupiers in order to agree the form of Affordable Workspace Lease prior to Practical Completion of the Affordable Workspace.
- 2.5 The Developer shall use its reasonable endeavours to agree terms with the Affordable Workspace Occupiers who shall be selected in the following order of priority;
 - 2.5.1 small and medium-sized independent businesses and registered charities which have been displaced from the East Site as a result of the Development;
 - 2.5.2 new business start-ups; and
 - 2.5.3 businesses with a good track record of rental payments and which don't have any nuisance/noise complaints made against them.
- 2.6 The Developer shall consider nominations from the Council for an Affordable Workspace Occupier.
- 2.7 If terms are not agreed with the Affordable Workspace Occupiers for any reason then the Developer will inform the Council of the reasons within five (5) working days of the end of negotiations.

Affordable Workspace Marketing Strategy

- 2.8 At least 6 (six) months prior to Practical Completion of the Affordable Workspace on the West Site to submit to the Council for its approval in writing an Affordable Workspace Marketing Strategy in respect of the Affordable Workspace on the West Site.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 2.9 The Developer covenants with the Council to market the Affordable Workspace through an affordable workspace marketing agency and in accordance with an Affordable Workspace Marketing Strategy approved by the Council on every occasion within the 5 (five) year period that the area becomes available for letting to an Affordable Workspace Occupier so that the Affordable Workspace is let under an Affordable Workspace Lease.

Affordable Workspace Management Plan

- 2.10 The Developer covenants with the Council that no later than 3 (three) months prior to Occupation of any part of the Affordable Workspace it will submit to the Council for its approval in writing an Affordable Workspace Management Plan in respect of such Affordable Workspace to include (without limitation);

- 2.10.1 The hours of use in the Affordable Workspace Lease(s);
- 2.10.2 The items which shall be the subject of a service charge to be apportioned on a reasonable and equitable basis to the tenant(s) of the Affordable Workspace concerned and the basis upon which the apportionment is calculated;
- 2.10.3 the number of cycle storage spaces to be allocated to the tenant(s) of the Affordable Workspace concerned;
- 2.10.4 details of the loading and unloading facilities to be provided for the tenant(s) of the Affordable Workspace concerned; and
- 2.10.5 such other matters as the Council and the Developer may agree should be included in the Affordable Workspace Management Plan.

3. Bingo Hall

- 3.1 The Developer shall ensure that in the event that a bingo operator has not already been secured in relation to the D2 Use (leisure use) on the East Site the marketing arrangements in respect of the D2 Use (leisure use) on the West Site shall be prioritised for a period of at least 6 months towards a bingo operator and the Developer shall provide the Council with a copy of the marketing arrangements PROVIDED that the Developer shall not be required to market solely and exclusively to bingo operators.
- 3.2 The Developer shall give a right of first refusal to a bingo operator to lease approximately 1,850sqm of the proposed D2 Use (leisure floorspace) within the Development for open market value (in the event that a bingo operator elects to take the space) save that this provision shall not apply if a bingo operator has already been secured for the East Site.

SCHEDULE 3- WEST SITE OBLIGATIONS

4. **Pastor Street**

- 4.1 On or prior to the Implementation of the West Site the Developer covenants to submit to the Council for its written approval a document containing a vision for Pastor Street to enable the creation of a cluster of Affordable Retail Units.

5. **Trader Panel**

- 5.1 The Developer has established the Trader Panel and its membership which has been approved by the Council is comprised of:

5.1.1 2 (two) representatives from the Developer;

5.1.2 2 (two) Borough ward councilors;

5.1.3 5 (five) representatives from businesses within the Application Site; or

or an alternative make-up as approved by the Council in writing.

- 5.2 The Trader Panel will hold a consultative role during the implementation of the Relocation Strategy including to:

5.2.1 seek to maximise the opportunities that the Development will provide to Local Independent Operators;

5.2.2 liaise with the Council and the Independent Business Advisor to provide input from Local Independent Operators on the bidding and allocation process for Affordable Retail Units within the Elephant and Castle area and as part of the Development; and

5.2.3 liaise with the Council and the Independent Business Advisor to provide input from the Local Independent Operators on the process for applying for monies from the Relocation Fund.

- 5.3 The Trader Panel will hold an oversight and monitoring role during the implementation of the Relocation Strategy including to:

5.3.1 receive regular updates from the Developer on a database of available vacant retail premises within the town centre area suitable for the Local Independent Operators;

5.3.2 receive regular reports from the Council and the Independent Business Advisor on the distribution of payments from the Relocation Fund; and

SCHEDULE 3- WEST SITE OBLIGATIONS

- 5.3.3 receive regular reports from the Council and the Independent Business Advisor on successful bids and consequent allocation of Affordable Retail Units;
- 5.4 The Trader Panel will consult with the Independent Business Advisor, the Council and the Developer on relevant issues from the Development which affect Local Independent Operators.
- 5.5 The Trader Panel will not have access to confidential, commercial or personal data regarding Local Independent Operators and will have no direct role in the allocation of funds or units to businesses.
- 5.6 The Trader Panel is anticipated to meet:
 - 5.6.1 monthly from its establishment until 3 months after the Closure and then;
 - 5.6.2 quarterly until 6 months following Practical Completion of the retail provision (Use Class A1-A4) on the West Site unless the Council and the Developer agree at any earlier date that the Trader Panel is no longer required.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 7

TRANSPORT AND HIGHWAY OBLIGATIONS

1. Highway Works

- 1.1 The following Highway Works shall be undertaken or procured by the Developer in relation to the West Site unless otherwise agreed with the relevant Highway Authority:

Location (as shown on the plan attached at Appendix 5b with reference 3645-SK-116)	Description of Highway Works	Indicative Completion Date
Indicated by the words "Existing Crossover to be removed"	Removal of three existing vehicle crossovers on Oswin Street which currently provide access to UAL car parking area north of UAL, off-road parking spaces and plant room access, - Removal of one existing vehicle crossover and associated kerbline on Pastor Street servicing area to UAL. Pave as footway to match adjacent footway materials.	2028
Areas shaded orange and indicated by the words 'new vehicular crossover'	Construction of new vehicle crossover on Oswin Street providing access to basement car park	2028
Areas shaded blue	Widening of eastern footway of Oswin Street to be adopted and footway resurfacing of the southern footway of St Georges Road, western footway of Newington Butts, northern footway of Brook Drive and widening of western footway on	2028

SCHEDULE 3- WEST SITE OBLIGATIONS

	Pastor Street along sections limited to areas shown in blue.	
Areas shaded red and green	Installation of three loading bays and new planters within the widened eastern footway of Oswin Street and associated kerblines adjustments and footway surfacing to suit	2028
Indicated by the words "Proposed raised table"	Installation of raised table at the junction between Oswin Street and Brook Drive	2028
Indicated by words "Relocation of table top ramp away from proposed loading bay"	Cut back Oswin Street section of existing raised table at junction between Oswin Street and St Georges Road by 2m in order to accommodate proposed northernmost loading bay	2028
Indicated by words "Indicative location of new bus shelter, including countdown"	Installation of new westbound bus shelter including countdown on St Georges Road to the east of Oswin Street	2028

- 1.2 The Developer shall not commence any Highway Works that would prevent or limit access to the existing London College of Communication buildings (including the car park) on the West Site until UAL has vacated the existing London College of Communication buildings.
- 1.3 No later than 2 years prior to anticipated Occupation of the West Site, the Developer shall submit to the Council and TfL for written approval a delivery strategy for the Highway Works relating to the West Site and setting out a programme for their delivery which largely accords with the table at paragraph 1.1 above PROVIDED THAT such delivery strategy may be updated by the Developer with the written agreement of the Council and TfL.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.4 Prior to excavation and piling works commencing on the West Site the Developer shall submit to the relevant Highway Authority for the road in question the Section 278/38 Highway Works Specification for the Highway Works including details of the estimated costs of the said Highway Works and these have been approved by the relevant Highway Authority.
- 1.5 Not later than 2 year prior to Occupation of the West Site the Developer shall enter into one or more Section 278/38 Highways Agreements (as the case may be) with the relevant Highway Authority in respect of the Highway Works related to the West Site which must secure the value of the Section 278/38 Highway Works Bond to provide acceptable security for the execution and completion of the relevant Highway Works and the Highway Authority shall assist and co-operate in relation to completion of the Highway Works.
- 1.6 Not later than 2 years prior to Occupation of the West Site the Developer shall submit to the relevant Highway Authority for the road in question the Section 278/38 Highway Works Specification for the Highway Works including details of the estimated costs of the Highway Works.
- 1.7 Prior to Occupation of the West Site to Complete the Highway Works relating to the West Site in accordance with the relevant Section 278/38 Highways Agreements for those Highway Works unless alternative dates are agreed within the Section 278/38 Highways Agreement.
- 1.8 Not to Occupy the West Site until:
- 1.8.1 the details required by paragraphs 1.3 and 1.4 above to have been approved by the relevant Highway Authority have been so approved;
 - 1.8.2 the Developer has entered into all Section 278/38 Highways Agreements for the Highway Works relating to the West Site with the relevant Highway Authority; and
 - 1.8.3 the Highway Works relating to the West Site have been Completed in accordance with the relevant Section 278/38 Highways Agreements for those Highway Works unless alternative dates have been agreed within the relevant Section 278/38 Highways Agreement.
- 1.9 In the event that any of the Highway Works specified in the table at paragraph 1.1 above are to instead be delivered by the relevant Highway Authority the Developer shall be required to pay the relevant Highway Authority prior to Occupation on the West Site (or such other timescales as are agreed within the Section 278 Highways Agreement), a sum or sums of money covering the full cost of the relevant Highway Works and the relevant Highway

SCHEDULE 3- WEST SITE OBLIGATIONS

Authority shall carry out and complete diligently any such Highway Works upon receipt of the full payment of the sum of money covering the cost of the works.

2. Cycle Hire Docking Stations

- 2.1 Not later than 12 months prior to the anticipated Occupation of the Development on the West Site the Developer shall pay the West Site Cycle Docking Station Contribution to TfL.
- 2.2 Following receipt of the West Site Cycle Docking Station Contribution TfL shall install the West Site New Cycle Hire Docking Station as soon as reasonably practicable at the location identified by the words "Indicative Location For New Docking Station Subject to Relocating Existing Short Stay Cycle Stands" on the plan attached at Appendix 6 with reference 3645-SK-118 or such other location as agreed between TfL and the Developer.

3. Cycle Hire Membership

- 3.1 The Developer shall include publicity materials about the TfL Cycle Hire Scheme in induction packs that it provides for Residential Units on the West Site and the publicity materials shall include advertisement of the availability of free initial membership in accordance with sub-paragraph 3.2 below.
- 3.2 The Developer shall provide three years free membership for the TfL Cycle Hire Scheme to Residential Units on the West Site following a request from the first Occupier of the respective Residential Unit.
- 3.3 The membership provided in accordance with sub-paragraph 3.2 above shall be linked to a Residential Unit rather than an individual Occupier and shall remain with that Residential Unit for the three-year period subject to sub-paragraph 3.4 below.
- 3.4 The Developer shall not be obliged to provide membership or may cancel any membership where an Occupier has already been given membership on Occupation of that Residential Unit or such Occupier already has such a membership.

4. Cycle Parking

- 4.1 The Developer shall provide and retain 54 short term cycle parking spaces on the West Site in the locations shown hatched yellow adjacent to the West Site on the plan attached at Appendix 6 with reference 3645-SK-118 or such other locations as agreed by the Parties in writing prior to Occupation of the West Site.

SCHEDULE 3- WEST SITE OBLIGATIONS

5. Car Park Management Plan

- 5.1 Prior to Occupation of the West Site the Developer shall submit to the Council for its written approval a car parking management plan which shall include provision and management of the Accessible Parking Spaces.

6. Electric Vehicle Charging Points

- 6.1 The Developer shall ensure that 20% of the parking spaces to be provided on the West Site are provided with access to EV charging points ("active provision").
- 6.2 The Developer shall ensure that 80% of the parking spaces to be provided on the West Site shall be capable of being converted to active provision ("passive provision").

7. Legible London Signage

- 7.1 Any Section 278/38 Highways Agreement(s) to be entered into between the Developer, the Council and TfL pursuant to paragraph 1.1 above, shall include the provision of Legible London signs of a type and in the locations on public highway adjacent to the West Site indicatively shown on the plan attached at Appendix 7 with reference 3645-SK-084 and/or such other locations as agreed by the Parties.
- 7.2 Should the Developer not provide the Legible London signs prior to Occupation of the West Site, the Developer shall pay the Legible London Contribution – West Site to the Council for the cost of installing such Legible London signs and shall upon payment of the Legible London Contribution – West Site be released from any obligations in relation to Legible London signage in this Deed or in any Section 278/38 Highways Agreement.

8. Wayfinding

- 8.1 Prior to Occupation of the West Site the Developer shall agree with the Council (in consultation with TfL) the locations and number of wayfinding signs to be provided within the Public Realm areas.
- 8.2 On or prior to Occupation of the relevant part of the West Site within which the wayfinding sign is to be located the Developer shall provide the information signs in the location(s) agreed with the Council under sub-paragraph 8.1 above.

9. Public Travel Information

- 9.1 Prior to Occupation of the West Site the Developer shall provide one electronic board showing public travel information in a publicly accessible location on the West Site to be agreed with the Council.

SCHEDULE 3- WEST SITE OBLIGATIONS

10. Public Realm

10.1 Prior to Implementation on the West Site, the Developer shall submit to the Council for approval a phasing plan for the West Site Public Realm Access Areas.

10.2 The Developer shall provide the relevant parts of the West Site Public Access Areas prior to occupation of the adjacent Building in accordance with the public realm phasing plan approved pursuant to paragraph 10.1 above.

10.3 The Developer covenants to ensure that:

10.3.1 the West Site Public Realm Access Areas are Completed in accordance with the approved phasing plan to a standard at least equivalent to an Adoptable Standard for use by the public for the life of the Development on the West Site;

10.3.2 a 4 metre route through the West Site Public Realm Access Areas between Point G and Point F is available for public use on foot 24 hours a day throughout the year except in relation to:

- (a) closure in case of emergency;
- (b) temporary closure for maintenance repair renewal cleaning and, with the prior approval of the Council, for other programmed activities and events;
- (c) temporary closure (not exceeding one day's length at any time in any calendar year) unless agreed in writing with the Council for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription of other process of law;

PROVIDED THAT:

(i) closure in the circumstances referred to in sub-paragraph 10.3 above shall except in the case of an emergency (where no prior notice is required) be provided following not less than five Working Days prior notice to the Council unless otherwise agreed;

(ii) the Developer shall use reasonable endeavours to re-open to the public any area of land closed pursuant to this paragraph as soon as reasonably practicable;

(iii) the Developer shall use reasonable endeavours to provide an alternative route across the West Site Public Realm Access Areas to ensure connection between Point G through to Point F (or vice versa); and

SCHEDULE 3- WEST SITE OBLIGATIONS

(iv) the Developer may eject from or refuse access to any persons conducting themselves in any disorderly manner or behaving indecently or causing a nuisance or an annoyance;

10.3.3 save in respect of those parts of the West Site Public Realm Access Areas required to comply with sub-paragraph 10.3.2 above, to provide access on foot by the public across the West Site Public Realm Access Areas subject to the following:

- (a) temporary closure for maintenance repair renewal cleaning and other activities and events;
- (b) closure in the case of emergency;
- (c) temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription of other process of law;
- (d) the ability to erect structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, lighting, notices, signs, advertising materials (subject to obtaining relevant consents);
- (e) the ability to hold any events or exhibitions subject to complying with relevant legislation relating to disabled access requirements;
- (f) to work from or erect scaffolding on the West Site Public Realm Access Areas as necessary in connection with maintenance, repair, decoration, or alternation or any parts of the West Site; and
- (g) the ability to erect structures which overhand the West Site Public Realm Access Areas.

10.4 If the Director of Planning or emergency services or Metropolitan Police requests the closure of the West Site Public Realm Access Areas including those parts provided in accordance with paragraph 10.3.2 above to the public so as to avoid or prevent injury or damage to the general public then the Developer shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the West Site Public Realm Access Areas to the public for so long as may be required but shall use reasonable endeavours to re-open to the public the relevant parts of the West Site Public Realm Access Areas as soon as is possible.

SCHEDULE 3- WEST SITE OBLIGATIONS

Defects

- 10.5 For the duration of the Defects Period, the Developer shall at its own expense and at no expense to the Council and to the reasonable satisfaction of the Director of Planning:
- 10.5.1 maintain the Public Realm Improvements; and
- 10.5.2 make good any defects arising out of defective design or workmanship discovered during the Defects Period and between the expiry thereof and the issue of the relevant Final Certificate
- 10.6 PROVIDED THAT the Defects Period shall be deemed to continue until any necessary remedial works have been properly completed and the relevant Final Certificate issued and for the avoidance of doubt the Director of Planning reserves the right to issue a Final Certificate only in respect of such part(s) of the Public Realm Improvements and as many times as necessary until the entirety of the Public Realm Improvements meet with his reasonable satisfaction and the Director of Planning will provide a certificate of discharge of the Developer's obligations in relation to the Public Realm Improvements once he is satisfied that they have all been completed in accordance with the terms of this Part 7 of Schedule 3.
- 10.7 For the avoidance of doubt the Defects Period and the issue of a Provisional Certificate and a Final Certificate in respect of the Public Realm Improvements are exercisable by the Council as local planning authority (in consultation with the local highway authority) and as such are without prejudice to any further defects period or certification process which may apply by virtue of any agreement entered into pursuant to any Section 278/38 Agreement(s).

Maintenance

- 10.8 The Developer shall:
- 10.8.1 at its own expense permanently maintain, cleanse, drain and keep maintained, cleansed and drained the West Site Public Realm Access Areas;
- 10.8.2 at its own expense permanently maintain a system of lighting to ensure that such lighting operates effectively at all times whilst the West Site Public Realm Access Areas are open to the public subject to matters outside its reasonable control; and
- 10.8.3 at all times repair maintain cleanse drain and light the West Site Public Realm Access Areas in all respects to at least an Adoptable Standard.

SCHEDULE 3- WEST SITE OBLIGATIONS

11. **Parking Permit Restriction**

- 11.1 The Developer shall ensure that prior to the Occupation of a Residential Unit on the West Site the new occupier of the Residential Unit is informed by the Developer of the Council's policy 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.
- 11.2 The Developer shall ensure that each tenancy agreement for a Residential Unit on the West Site contains the information detailed at paragraph 11.1 above.
- 11.3 The Developer acknowledges that the obligation in paragraph 11.1 above is being given under Section 16 of the Greater London Council (General Powers) Act 1974.
- 11.4 Subject to paragraph 11.5 below and on request from the Council not more than 8 months prior to Occupation of the West Site confirming that the CPZ Contribution is still required, the Developer shall pay the CPZ Contribution to the Council not less than 6 months prior to Occupation of the West Site in order to fund a review of the controlled parking zone to ascertain whether a change in the hours of operation of the CPZ is necessary in order to alleviate and prevent parking stress in the surrounding area.
- 11.5 The Developer shall not be required to pay the CPZ Contribution to the Council pursuant to paragraph 11.4 above in the event that the Council has not made a request for the CPZ Contribution pursuant to paragraph 11.4 above or has already undertaken a review of the controlled parking zone prior to the date which is 6 months prior to Occupation of the West Site.

12. **Accessible Parking Spaces**

- 12.1 Prior to Occupation of the West Site the Developer shall provide 34 Accessible Parking Spaces on the West Site all of which must have active or passive EV charging.

13. **Tree Planting Strategy**

- 13.1 The Developer shall include its proposals the provision of 17 trees or such other numbers as is agreed with the Council and TfL (which includes those trees to be replaced or retained) as part of the landscaping scheme required to be submitted pursuant to the Planning Permission.
- 13.2 The Developer shall:-
- 13.2.1 use reasonable endeavours to provide any replacement trees on Site or if this is not possible within the vicinity of the Site in a position to be agreed in writing by the

SCHEDULE 3- WEST SITE OBLIGATIONS

Council or where the replacement trees are positioned on land for which TfL is the Highway Authority, by TfL;

- 13.2.2 use reasonable endeavours to ensure the replacement trees have an equivalent CAVAT value compared to those lost as a result of the construction of the Development;
 - 13.2.3 if the replacement trees do not have such an equivalent CAVAT value, pay to the Council, or where the replaced tree is located on land for which TfL is the Highway Authority, to TfL the difference between the CAVAT value of the replaced trees and the CAVAT value of the replacement trees; and
 - 13.2.4 comply with BS5837: (2012) Trees in relation to demolition, design and construction; BS3998: (2010) Tree work – recommendations; BS: 4428 Code of practice for general landscaping operations and any reasonable recommendations made by the Council or where the replacement trees are positioned on land for which TfL is the Highway Authority, by TfL in relation to the planting and maintenance of the replacement trees.
- 13.3 The Developer shall not Occupy the Development until:
- 13.3.1 the replacement trees have been planted in accordance with the landscaping scheme and to the satisfaction of the Council or as the case may be in consultation with TfL where the replaced trees are located on land for which TfL is the Highway Authority; or
 - 13.3.2 if the Council or TfL where the replacement trees are located on land for which TfL is the Highway Authority, has agreed in writing, the Tree Replacement Contribution has been paid to the Council in full.
- 13.4 If within the expiration of five years from Occupation any tree retained on site or replaced pursuant to this paragraph is found to be dead, dying, severely damaged or diseased, the Developer shall:
- 13.4.1 replace the same with a tree of an equivalent CAVAT value in the same position; or
 - 13.4.2 if the Council or where the replacement trees are positioned on land for which TfL is the Highway Authority, TfL has agreed in writing, pay the Tree Replacement Contribution in respect of that tree to the Council or where the replacement trees are positioned on land for which TfL is the Highway Authority, TfL.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 8

MANAGEMENT PLANS

The Developer covenants with the Council:-

1. **Demolition Environmental Management Plan and Construction Environmental Management Plan**
 - 1.1 Not later than 6 months prior to any Demolition commencing on the West Site, to submit the Demolition Environmental Management Plan – West Site to the Council and TfL for their approval in writing provided that TfL's right of approval shall be limited to matters relating to its statutory functions.
 - 1.2 Prior to Implementation of the Development on the West Site or any part of it, to submit the Construction Environmental Management Plan – West Site to the Council and TfL for their approval in writing provided that TfL's right of approval shall be limited to matters relating to its statutory functions.
 - 1.3 The Demolition Environmental Management Plan – West Site and the Construction Environmental Management Plan – West Site shall (as the case may be) include (as a minimum):-
 - 1.3.1 details of the methodology to be used in the Demolition process;
 - 1.3.2 the times during which works may be undertaken and the times during which deliveries may be made to the West Site consistent with the Council's Environmental Code of Construction Practice;
 - 1.3.3 the routes which Demolition and/or construction traffic shall be directed to use so as to minimise insofar as reasonably practicable impacts of Demolition or construction traffic on the transport network and the environment;
 - 1.3.4 a detailed specification of the construction and/or Demolition works including the relevant environmental impacts and the required mitigation measures. The specification shall include details of the methods of piling so as to minimise groundwater noise and vibration impacts as well as damage or disruption to underground transport utilities infrastructure and services;
 - 1.3.5 engineering measures, acoustic screening, and the provision of sound insulation required to mitigate or eliminate specific environmental impacts;

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.3.6 arrangements for publicity and promotion of the scheme during Demolition/construction, including information on temporary closures and diversion of any part of the public highway and private roads, footways and cycle ways;
- 1.3.7 details, including management, of West Site access/egress by vehicles, cyclists and pedestrians;
- 1.3.8 details of measures to prevent or control mud, dust and waste being deposited on or affecting the safety and operation of the public highway and public transport;
- 1.3.9 adoption and implementation of the Considerate Constructor Scheme (or equivalent at the time of submission);
- 1.3.10 details of training undertaken by the road hauliers, in particular cycle awareness;
- 1.3.11 any necessary temporary road closure orders or diversions on the highway network in the vicinity of the West Site;
- 1.3.12 any necessary temporary means in the closure and diversion of any pedestrian or cycle routes through or adjacent to the West Site;
- 1.3.13 the proposed measures and/or hoardings (including decorative hoardings) to separate and enclose any proposed Demolition and/or construction works;
- 1.3.14 the interface between the Demolition and/or the Development on the West Site and any works being carried out at the time to developments in the vicinity of the West Site including (without limitation) any works on the highway if affected by the Demolition and/or the Development on the West Site;
- 1.3.15 details of the form siting and installation of temporary and permanent wayfinding signage to the destinations within the vicinity of the West Site;
- 1.3.16 measures necessary to ensure the continued provision of bus and taxi services within the vicinity of the Site if affected by the Demolition and/or Development on the West Site including the provision of temporary bus stops necessary as a result of any road closures, and the Parties agree that this obligation will not necessarily preclude the closing of bus stops and shelters on a temporary basis if required for the purposes of Demolition or construction of the Development subject to the separate agreement with TfL on the extent of the movement and relocation and subject to the Developer paying to TfL the costs anticipated to be incurred by TfL (notified in writing to the Developer) in moving or relocating the bus stops and shelters;

SCHEDULE 3- WEST SITE OBLIGATIONS

- 1.3.17 measures to ensure the safety of the public during the period in which works are being carried out on the Site including lighting in the streets surrounding the West Site;
 - 1.3.18 measures to mitigate as far as are reasonably practicable construction and Demolition traffic impacts generally;
 - 1.3.19 measures to mitigate against the effects of the Development on the West Site including the effects of dust noise light and vibration on the amenity of occupiers;
 - 1.3.20 measures to be taken prior to road closures and construction; and
 - 1.3.21 details of measures to be taken to mitigate against the effects of the Development the West Site on the ecology in the vicinity of the West Site.
- 1.4 Not to commence Demolition on the West Site until the Demolition Environmental Management Plan – West Site has been approved by the Council.
- 1.5 Not to Implement the Development on the West Site until the Construction Environmental Management Plan – West Site has been approved by the Council.
- 1.6 The Developer shall comply with and shall require its contractor and sub-contractors (and insofar as relevant their suppliers and hauliers) to comply with the Demolition Environmental Management Plan – West Site and the Construction Environmental Management Plan – West Site when undertaking works for demolition or construction forming part of the Development on the West Site and shall use reasonable endeavours to prevent the carrying out of any works on the West Site as part of the Development on the West Site otherwise than in accordance with the terms of the Demolition Environmental Management Plan – West Site and the Construction Environmental Management Plan – West Site PROVIDED ALWAYS that the Developer may from time to time agree with the Council amendments to the Demolition Environmental Management Plan – West Site and the Construction Environmental Management Plan – West Site.
- 2. Delivery and Servicing Management Plan**
- 2.1 Not to Occupy the West Site until submitting the Delivery and Servicing Management Plan – West Site to the Council and TfL and obtaining their approval to it in writing.
- 2.2 To implement the Delivery and Servicing Management Plan – West Site approved pursuant to paragraph 2.1 above for the duration that the West Site or any part of it remains Occupied.

SCHEDULE 3- WEST SITE OBLIGATIONS

- 2.3 The Developer shall also include in the Delivery and Servicing Management Plan – West Site:
- 2.3.1 the frequency of review and monitoring of vehicle trips at years 1,3 and 5 following Occupation of the Development on the West Site, or such other times as may be agreed by the Developer, TfL and the Council;
 - 2.3.2 measures proposed to be implemented in the first five years following Occupation of the Development on the West Site to reduce the number of vehicle trips to and from the Development on the West Site; and
 - 2.3.3 details on the frequency of feeding back to the Council the results of such monitoring and review.
- 2.4 The Delivery and Servicing Management Plan – West Site provisions shall be included in tenancy agreements for the residential, retail, office and assembly and leisure units on the West Site in order to inform each new Occupier of the restrictions in the Delivery and Servicing Management Plan – West Site prior to their Occupation.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 9

ENERGY STRATEGY AND DISTRICT CHP

The Developer covenants with the Council:-

1. Energy Strategy

- 1.1 Not less than 3 months prior to Implementation, the Developer shall submit the West Site Energy Strategy to the Council for its approval in writing.
- 1.2 That following the approval of the West Site Energy Strategy it shall comply with the West Site Energy Strategy in carrying out and completing the Development.
- 1.3 This West Site Energy Strategy shall demonstrate how the Development will achieve the Agreed Carbon Targets in accordance with the principles contained in the Application Energy Strategy.
- 1.4 The Developer shall not Implement the Development or any part of it until the West Site Energy Strategy has been approved in writing by the Council.

2. District CHP

- 2.1 Not to Occupy the Development until submitting and obtaining the written approval of the Council to a West Site CHP Energy Strategy, setting out as a minimum:-
 - 2.1.1 how the West Site will be designed and built so that it will be capable of connection from the West Site boundary to the District CHP;
 - 2.1.2 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 West Site to the District CHP;
 - 2.1.3 confirmation that individual supplies to the Residential Units and office/commercial units will be metered;
 - 2.1.4 confirmation that the pipework to each Residential Unit and office/commercial units in the West Site 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);
 - 2.1.5 confirmation that allowance has been made within the West Site for hot water generation by way of heat exchangers connected to localised heating mains;

SCHEDULE 3- WEST SITE OBLIGATIONS

- 2.1.6 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.
- 2.2 The Council shall provide to the Developer a written response to the West Site CHP Energy Strategy referred to in paragraph 2.1 above within 8 weeks of receipt of the same and if the Council's written response is to the effect that the West Site CHP Energy Strategy is not approved the Council must set out its reasons for not approving the said strategy and the parties shall each use reasonable endeavours to discuss and reach agreement to the West Site CHP Energy Strategy within the period of 8 weeks from the receipt by the Council of the West Site CHP Energy Strategy or such other period as the parties may agree.
- 2.3 In the event that the West Site CHP Energy Strategy is not agreed within the said 8 week period then either party may refer the same for determination under clause 20 of this Agreement.
- 2.4 Following receipt of the Council's written approval to the West Site CHP Energy Strategy the Developer shall carry out the Development in accordance with the approved West Site CHP Energy Strategy.
- 2.5 If a Connection Notice is served by the Council on the Developer then the Developer shall within three months of receipt of the Connection Notice submit the Feasibility Study to the Council for approval. In the event that the Feasibility Study is not agreed then either party may refer the same for determination under clause 20 of this Agreement.
- 2.6 If the parties (acting reasonably) agree that the Feasibility Study demonstrates that it is feasible, would achieve the Agreed Carbon Targets and is financially viable for the Development to connect into the District CHP or (failing agreement between the Council and Developer) the Specialist pursuant to clause 20 determines that the connection of the Development to the District CHP is feasible, financially viable and would achieve the Agreed Carbon Targets, then the Developer shall use reasonable endeavours to connect the Development to the District CHP in accordance with the approved West Site CHP Energy Strategy (unless otherwise agreed in writing) within a reasonable period following the date of the joint decision by the Council and Developer (or where applicable the Specialist's decision) that connection is feasible and financially viable.
3. **Carbon Green Fund Contribution - West Site**
- 3.1 In the event that the West Site Energy Strategy approved by the Council pursuant to paragraph 1 above shows a change against the Agreed Carbon Targets because such Strategy is based on:

SCHEDULE 3- WEST SITE OBLIGATIONS

- 3.1.1 different technology than was envisaged in the Application Energy Strategy; and/or
- 3.1.2 new guidance or regulations not in force when the Application Energy Strategy was prepared,

then the Developer shall recalculate the amount of the Carbon Green Fund Contribution – West Site for approval by the Council and the amount payable under Part 11 of Schedule 3 shall be amended accordingly.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 10

MISCELLANEOUS

The Developer covenants that:

1. Non-Residential Uses

1.1 On or prior to Occupation of more than 75% of the Residential (Use Class C3) Units on the West Site the Developer shall Practically Complete all of the flexible Use Classes A1-A4 and B1 floorspace permitted on the West Site under the Planning Permission.

1.2 On or prior to Occupation of:

1.2.1 50% of the Residential (Use Class C3) Units on the West Site, the Developer shall Practically Complete at least 50% of the Assembly and Leisure (Use Class D2) floorspace permitted on the West Site under the Planning Permission.

1.2.2 More than 75% of the Residential (Use Class C3) Units on the West Site, the Developer shall Practically Complete the Assembly and Leisure (Use Class D2) floorspace permitted on the West Site under the Planning Permission.

2. Cultural Venue

2.1 The Developer shall submit to the Council for approval a management strategy for the Cultural Venue prior to Occupation of the Cultural Venue.

2.2 The management strategy referred to in paragraph 2.1 above shall include details of:

2.2.1 operational hours; and

2.2.2 details of staffing and security measures.

2.3 The Developer shall consult with the GLA on details of the marketing strategy and the process for selecting an operator for the Cultural Venue.

3. Existing UAL London College of Communication Buildings

3.1 The Developer shall not Demolish the existing UAL London College of Communication buildings on the West Site until the new educational floorspace (Use Class D1) has been Practically Completed.

3.2 Not to Occupy the W2 Towers until the Developer has submitted to the Council for its approval a scheme of repairs for the northern facade of the Metropolitan Tabernacle, such

SCHEDULE 3- WEST SITE OBLIGATIONS

scheme to contain 1:20 scale details of the proposed repair and/or reinstatement of the stone return and cornice and the timescale for completion of the repairs.

- 3.3 The Developer shall carry out the works in accordance with the scheme of repairs approved by the Council pursuant to paragraph 3.2 above.

SCHEDULE 3- WEST SITE OBLIGATIONS

PART 11

FINANCIAL CONTRIBUTIONS

1. Prior to first Implementation or Occupation (as the case may be) of the West Site the Developer covenants to pay to the Council or TfL (where indicated) the corresponding Site and Development Contribution upon occurrence of the relevant trigger event as detailed below in tabular form: -

Contribution	Payment	Payment Trigger Event
Administration Cost – West Site	£22,889.85	Implementation
Affordable Housing Evaluation Report Monitoring Contribution	£21,780	Prior to Occupation of the Residential Units on the West Site
Archaeology Contribution	£5,585.50	Prior to Demolition
Carbon Green Fund Contribution – West Site	£1,021,127 (subject to recalculation in accordance with paragraph 3 of Part 9 of Schedule 3)	Implementation
Children's Play Space Contribution	£117,780	Implementation
Legible London Contribution – West Site	£3,860	Occupation
West Site Cycle Docking Station Contribution	£219,000	6 (six) months prior to Occupation
CPZ Contribution	£25,000	8 months prior to Occupation

2. The Developer covenants not to carry out any work of Demolition until the Council has received the Archaeology Contribution in full.

SCHEDULE 4

COUNCIL'S OBLIGATIONS

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 received 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 all sums of money or land transferred to it:
 - 1.2.1 for the purposes for which they are paid/transferred; and
 - 1.2.2 within a reasonable time following such payment/transfer.
- 1.3 The Council shall issue the Planning Permission promptly on completion of this Agreement.
- 1.4 The Council shall issue the Listed Building Consent promptly on completion of this Agreement.
- 1.5 The Council agrees to assist the Developer 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 obligations in Part 4 of Schedule 2 and Schedule 3 and the Local Procurement provisions in Part 5 of Schedule 2 and Schedule 3.
- 1.6 The Council agrees to assist the Developer with access to Council commissioned and governed employment skills and brokerage services to enable it to ensure that those with protected characteristics have opportunities to access the measures identified in Part 6 of Schedule 2 and Schedule 3.
- 1.7 The Council agrees to enter into such Section 278/38 Agreements as are required to complete the Highway Works and to assist the Developer in completing the Highway Works where the Council is the relevant Highway Authority.

SCHEDULE 5

APPROVED LIST OF REGISTERED PROVIDERS

Wandle
London & Quadrant Housing Trust
Hexagon
Hyde
Family/Mosaic
Metropolitan Housing Trust
Southern Housing Group
Guinness
Affinity Sutton
ASRA
Notting Hill Housing Trust
Peabody
Viridian
Amicus Horizon
A2 Dominion Housing Group
The London Borough of Southwark

All the providers have an established relationship with the council in terms of nomination arrangements and a local management presence.

July 2013

SCHEDULE 6

TFL'S OBLIGATIONS

1. TfL's Obligations

- 1.1 TfL agrees to use any of the Site and Development Contributions paid to TfL for the purposes for which they are paid.
- 1.2 To the extent that any Contributions have been provided and the purposes for which they have been provided has been reasonably provided by TfL 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 must be returned to the party that made the relevant payment to TfL.
- 1.3 In the event that any Contributions paid to TfL remains unspent or uncommitted towards the purpose for which they are paid after 5 years following payment, TfL shall return the relevant contribution to the Developer together with all accrued interest.
- 1.4 TfL agrees to enter into such Section 278 Agreements as are required to complete the Highway Works and to assist the Developer in completing the Highway Works where TfL is the relevant Highway Authority.

SCHEDULE 7

LISTED BUILDING CONSENT

RECOMMENDATION

This document shows the case officer's recommended decision for the application referred to below.
This document is not a decision notice for this application.

Applicant	Elephant & Castle Properties Co Ltd	Reg. Number	16/AP/4525
Application Type	Listed Building Consent	Case Number	TP/1541-14
Recommendation	Grant subject to Legal Agreement		

Draft of Decision Notice

Listed Building CONSENT was given to carry out the following works:

Minor amendments to the northern elevation of the grade II listed Metropolitan Tabernacle building by virtue of the demolition of the immediately adjacent/abutting London College of Communications building (subject to planning application reference: 16-AP-4458).

At: METROPOLITAN TABERNACLE CHURCH, ELEPHANT AND CASTLE, LONDON, SE1 6SD

In accordance with application received on 07/11/2016

and Applicant's Drawing Nos. Drawing numbers 935_02_07_210 Rev P2, 935_02_07210 Rev P3, Design and Access Statement, Townscape Built Heritage and Visual Assessment.

Subject to the following two conditions:

Time limit for implementing this permission and the approved plans

- 1 The development hereby permitted shall be begun before the end of ten years from the date of this permission.

Reason:

In recognition that this listed building consent is linked to a strategic, phased redevelopment with a long build period.

Compliance condition(s) - the following condition(s) impose restrictions and/or other requirements that must be complied with at all times once the permission has been implemented.

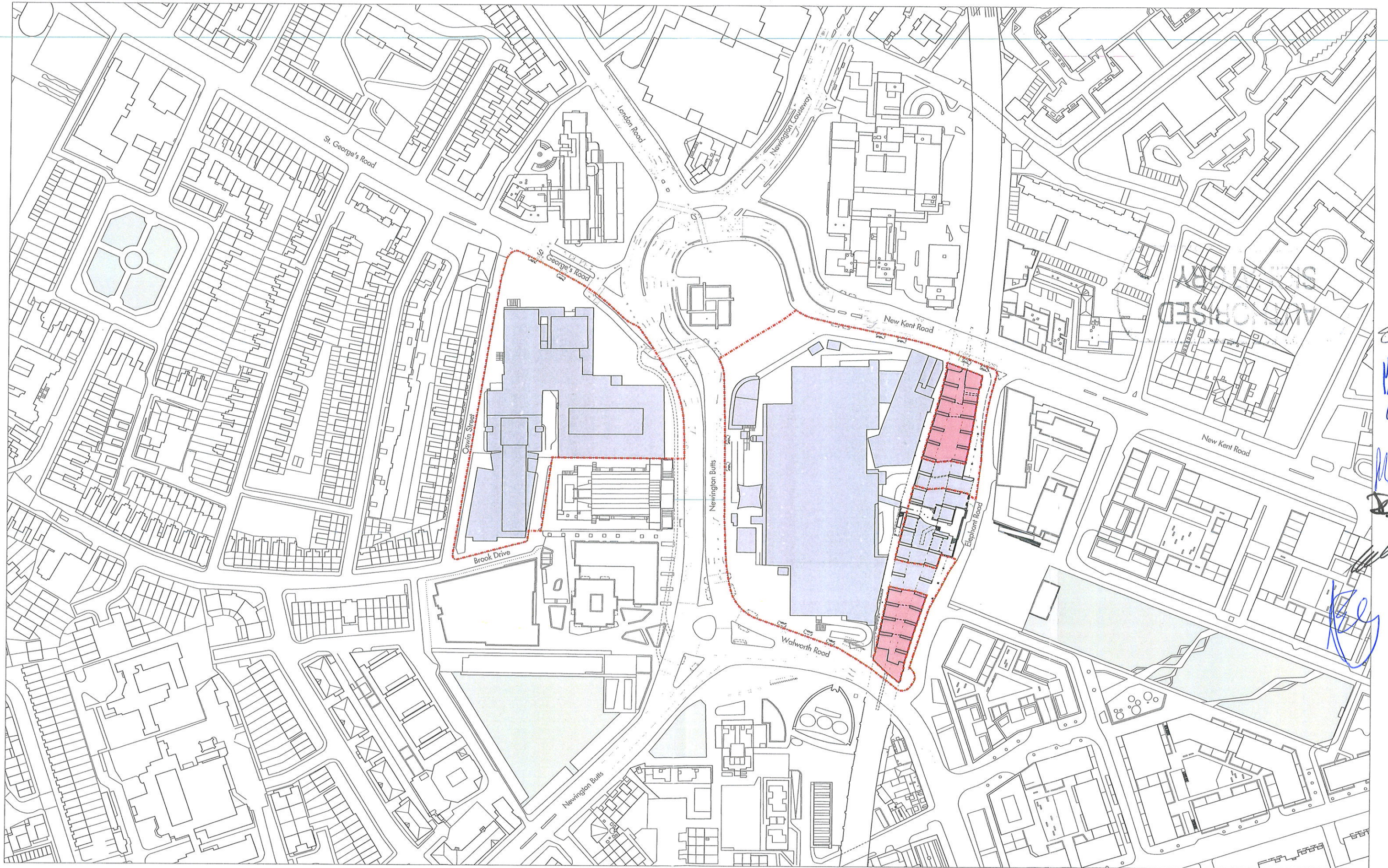
- 2 All new internal/external works and finishes and works of making good shall match existing original work adjacent in respect of materials used, detailed execution and finished appearance, except where indicated otherwise on the drawings hereby approved or as required by any condition(s) attached to this consent.

Reason:

In order to ensure that the design and details are in the interest of the special architectural or historic qualities of the listed building in accordance with The National Planning Policy Framework 2012, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies: 3.15 Conservation of the Historic Environment; 3.16 Conservation Areas; 3.17 Listed Buildings; of The Southwark Plan 2007.

APPENDIX 1

SITE PLAN



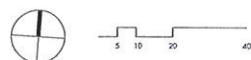
NOTE:

For clarity of information, the railway viaduct is adjacent to the site drawn at ground level.

- Extent of Planning Boundary
- Outside of Planning Boundary

REV DATE DESCRIPTION
 P1 SEPTEMBER 2016 PLANNING APPLICATION
 P2 MARCH 2017 PLANNING APPLICATION

00



(1:1000)

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com

A&M JOB NO: 935_00

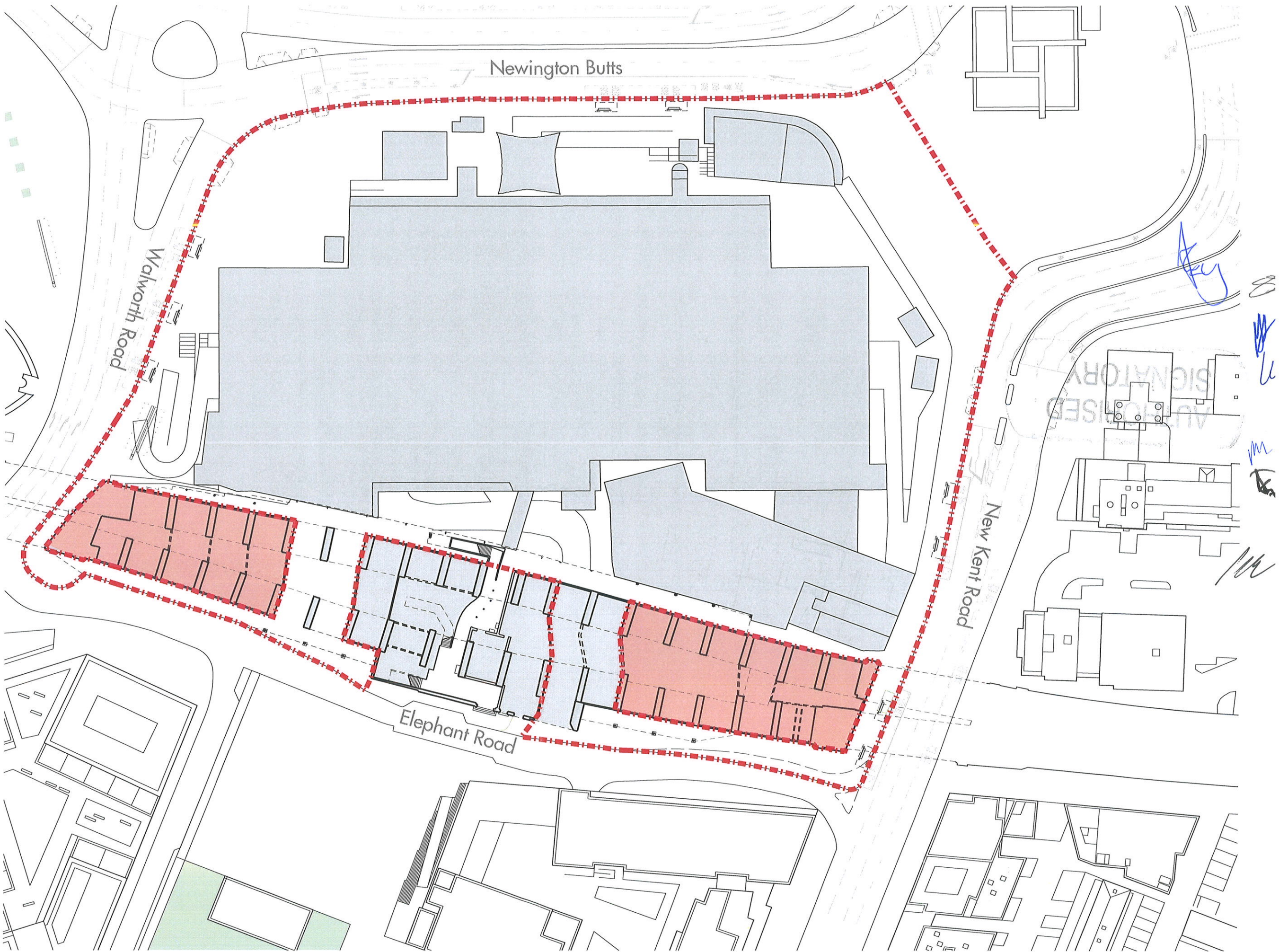
ELEPHANT AND CASTLE: TOWN CENTRE
 SITE LOCATION PLAN - EXISTING
 PLANNING APPLICATION
 935_00_07_001

SCALE 1:1000 @A1 1:2000@A3

P2

Revision

APPENDIX 2A
EAST SITE PLAN



NOTE:

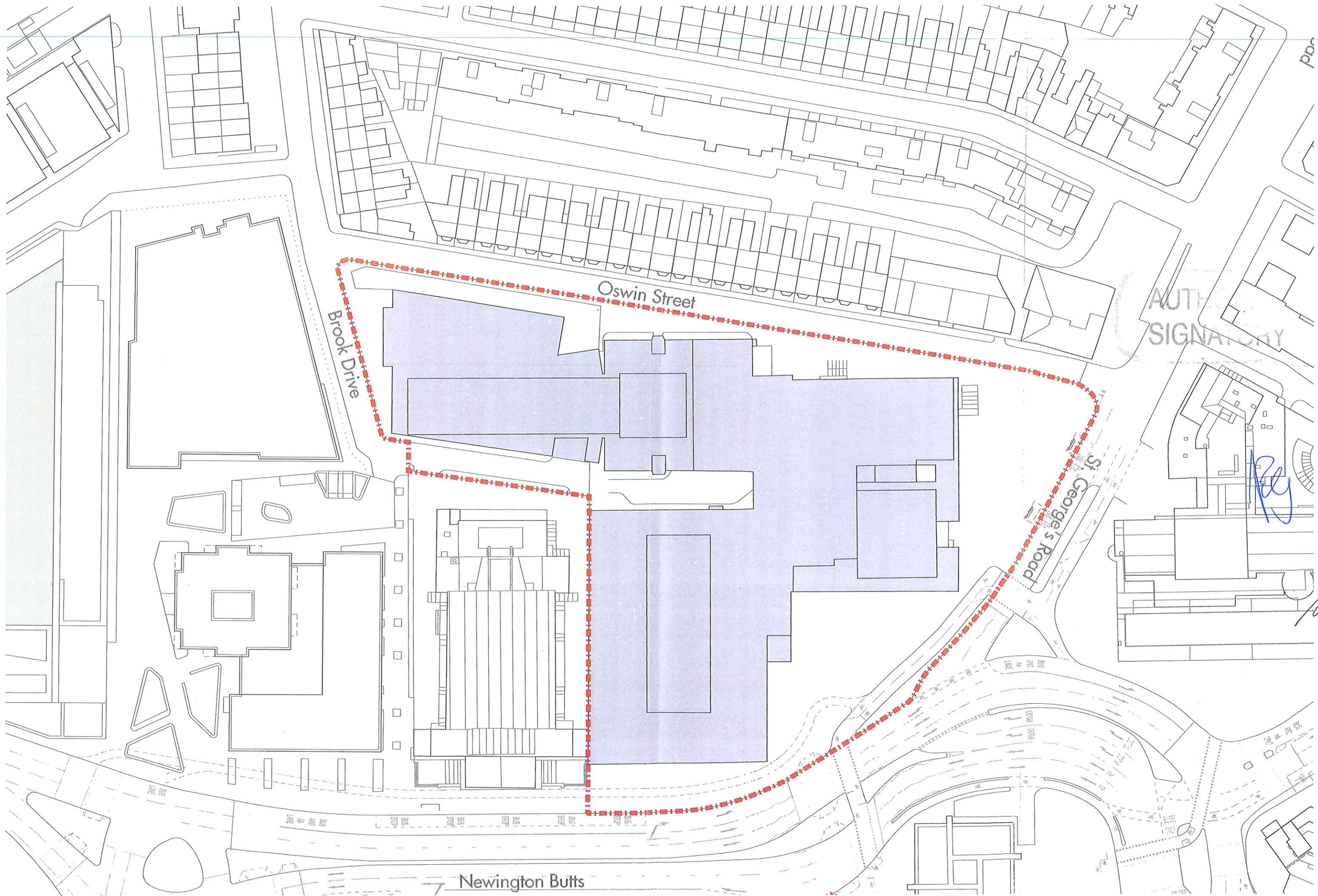
AOD's taken from top of parapet
unless stated otherwise.

- Extent of Planning Boundary
- Outside of Planning Boundary

For clarity of information, the
railway viaduct is adjacent to the
site drawn at ground level.

APPENDIX 2B

WEST SITE PLAN



Handwritten notes and signatures in blue ink, including the word 'AUTH' and 'SIGNATORY'.

APPENDIX 3A

AFFORDABLE HOUSING PLANS – EAST SITE



Key

- Special Rented Homes
- London Living Rent and Discounted Market Rent

E1 **E2** **E3** **E4**

Legend

- Special Rented Homes
- London Living Rent and Discounted Market Rent

Scale

1:250 @A1 1:500@A3

Revision

P1

Project Information

ELEPHANT AND CASTLE: TOWN CENTRE SITE
EAST SITE: FOURTH FLOOR PLAN
PLANNING APPLICATION
935_01_07_104
SCALE 1:250 @A1 1:500@A3

Client

Allies and Morrison

Address

85 Southwark Street
London SE1 0HK

Telephone

020 7921 0100

Facsimile

020 7921 0101

Email

info@alliesandmorrison.com

A&M JOB NO: 935_01

Authorised Signatory

[Signature]

Notes

1. This plan shows the layout of the fourth floor of the Elephant and Castle Town Centre site. The plan includes various rooms, corridors, and service areas. The rooms are labeled with their floor number and area. The plan is for planning application purposes only. The client, Allies and Morrison, is not responsible for the accuracy of the plan. The plan is for planning application purposes only. The client, Allies and Morrison, is not responsible for the accuracy of the plan.

Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 935_01

telephone
facsimile
email

[illegible]

The first two from Peter Allen and John G. Sullivan are the only two before proper identification. The others must be nullified as all the signatures are illegible. The drawing accompanying Allen's signature is of a person who will not look like the person from that particular drawing.

(1:250)

Key

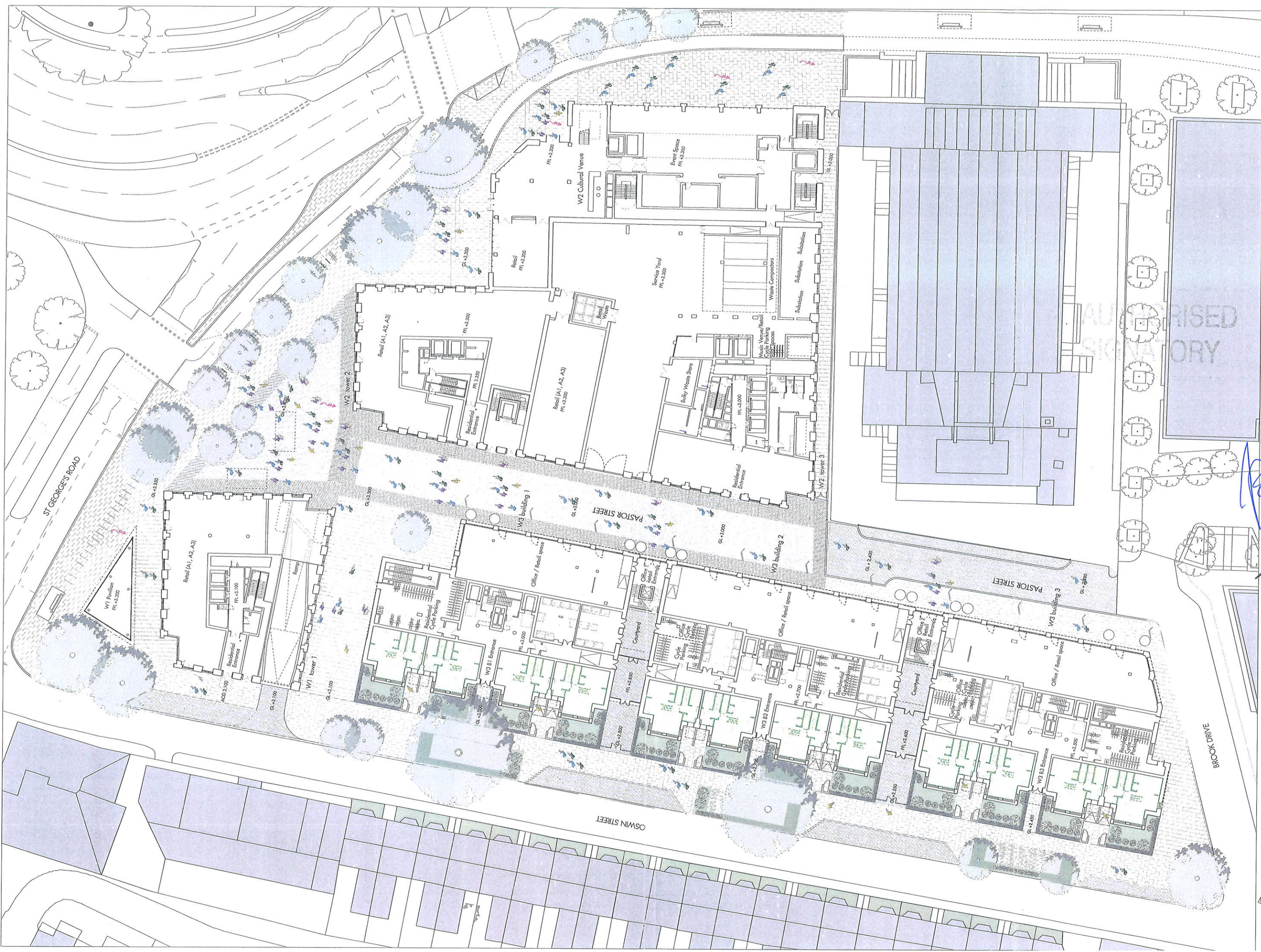
Social Rental Homes

London | Nine East and



APPENDIX 3B

AFFORDABLE HOUSING PLANS – WEST SITE



Key

- W1
- W2
- W3

Legend

- Green: Social Rental Homes
- Blue: Existing Living Street and Discouraged Market Use
- Yellow: Existing Living Street and Discouraged Market Use

Table

REV	DATE	DESCRIPTION
1	SEPTEMBER 2014	PLANNING APPLICATION
2	07 JUNE 2017	PLANNING APPLICATION

Scale

1" = 10'

1" = 5'

1" = 2.5'

Alles and Morrison
85 Southwark Street
London SE1 0HQ
020 7921 0100
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info@allesandmorrison.com
A&M JOB NO: 935_02

Telephone
020 7921 0100

Facsimile
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email
info@allesandmorrison.com

ELEPHANT AND CASTLE: TOWN CENTRE
WEST SITE: GROUND FLOOR PLAN
PLANNING APPLICATION
935_02_07_100
SCALE 1:250 @A1 1:500@A3

Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 935_02

[illegible]

Handwritten signature: *[Signature]*

 ∞ ff

REV	DATE	DESCRIPTION
PI	SEPTEMBER 2016	MANNEBEN AMERICAN

The diagram illustrates the decomposition of a complex polygon into five triangles, labeled W_1 , W_2 , W_3 , W_4 , and W_5 . The triangles are arranged in a way that they cover the entire area of the polygon without overlapping. W_1 is a small triangle on the left. W_2 is a larger triangle in the center. W_3 is a triangle on the right. W_4 and W_5 are triangles at the bottom, with W_5 being a long, thin triangle.



Key

- Social Rented Homes
- London Living Rent and Discounted
- Market Rent

Rev

REV	DATE	DESCRIPTION
1	02/07/2023	ISSUED FOR PLANNING APPLICATION

Scale

1:250 @ A1 1:500 @ A3

Project Information

Elephant and Castle: Town Centre
West Site: Third Floor Plan
Planning Application
935_02_07_103

Revision

P1

Signature and Stamp

ALLIES AND MORRISON
65 Southwork Street
London SE1 0HQ
020 7921 0100
020 7921 0101
info@alliesandmorrison.com

Telephone: 020 7921 0100
Facsimile: 020 7921 0101
Email: info@alliesandmorrison.com

ELEPHANT AND CASTLE: TOWN CENTRE
WEST SITE: FIFTH FLOOR PLAN
PLANNING APPLICATION
935_02_07_105

SCALE 1:250 @A1 1:500 @A3

Allies and Morrison
85 Southwark Street

telephone
facsimile

A&M JOB NO: 935_02

Drawings from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. All levels are in meters. All dimensions and levels shall be based on site before proceeding with work. Detailed site survey to be carried out to verify positions and level relationships with the features and entrance survey. The Archibed must be notified if any discrepancies. Where building components are described in this specification as Descriptive Specification (Contractor Digital elements shown on this drawing pertaining to these components are to be read on "Issued for Demolition only".

82

REV	DATE	DESCRIPTION
P1	SEPTEMBER 2016	PLANNING APPLICATION

The diagram illustrates the assembly of a 3D structure. It shows a base layer with several blocks, including two labeled W_2 and W_5 . Above this base, there are more blocks, some of which are shaded blue, representing the final structure being built.



REV
P1

DESCRIPTION

8.

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Figure 1. Dimensions of the study.

Figure 1. Dimensions of the study.

ALLIES

Ernison

373

III AND

01:37

CENTRE

APPENDIX 4

AFFORDABLE RETAIL PLANS

SCALE 1:250 @A1 1:500@A3

A&M JOB NO: 935_01

statements for which they were produced by Harris & Harrison for the Client.

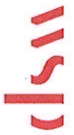
10

10

APPENDIX 5A

HIGHWAY WORKS PLAN – EAST SITE

DRAWING STATUS			FOR INFORMATION ONLY		
REV	DATE	BY	DESCRIPTION	CHK	APP
1	12/12/2018	HL	MAJOR AMENDMENTS	ELC	HL
2	17/12/2018	HL	MAJOR AMENDMENTS	ELC	HL
3	17/12/2018	HL	MAJOR AMENDMENTS	ELC	HL
4	17/12/2018	HL	MAJOR AMENDMENTS	ELC	HL
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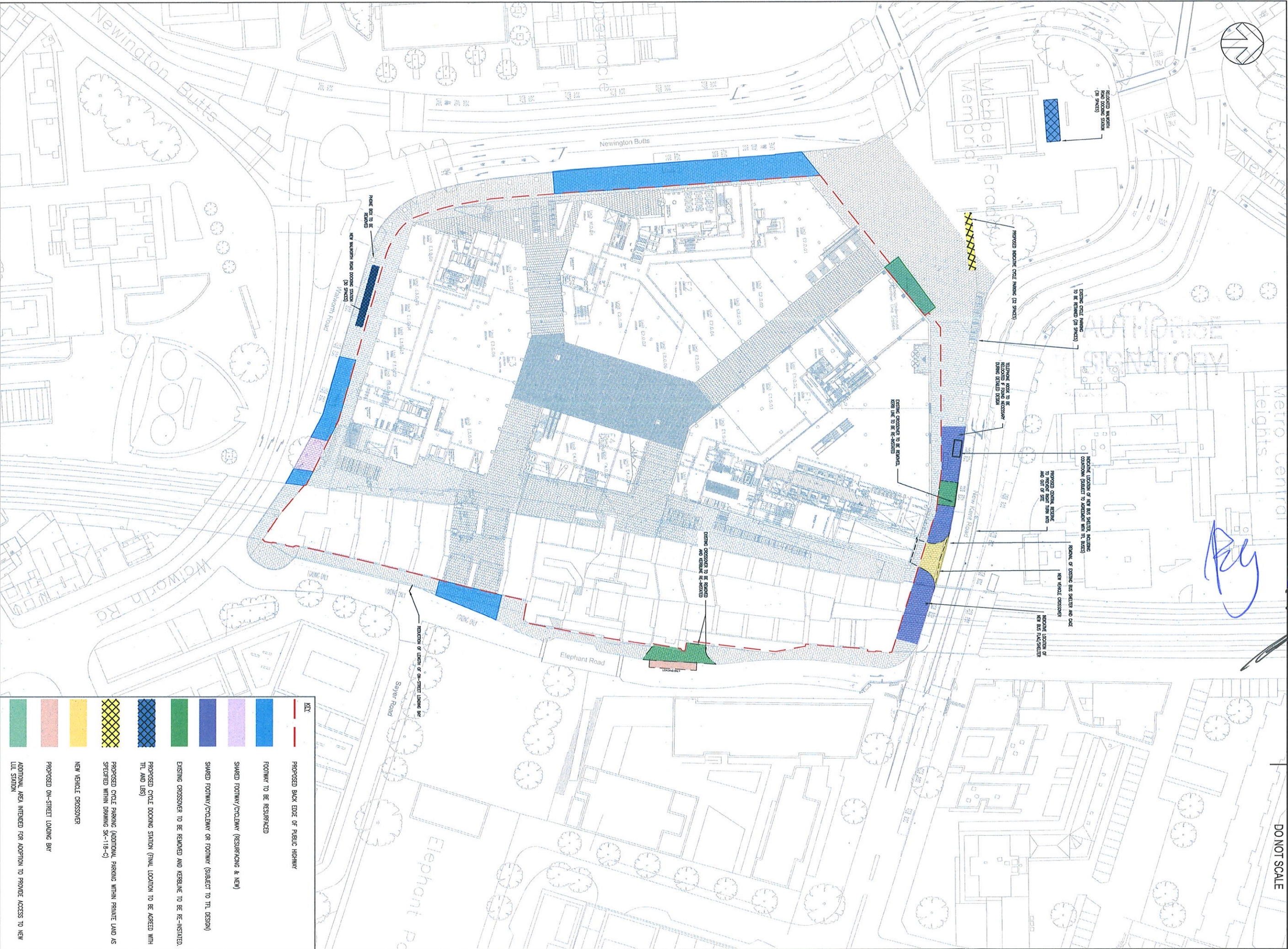


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CLIENT:	DELANCEY
ARCHITECT:	ALLIES & MORRISON

PROJECT:	ELEPHANT & CASTLE
TITLE:	CONSTRUCTION WORKS ON HIGHWAY S106 REFERENCE PLAN EAST SITE

SCALE:	1:500	CHECKED:	AG	APPROVED:	AN
DATE:	3645-SK-117.DWG	DISAPPROVED:	HL	DATE:	December 18
PROJECT NO:	70003645	DRAWING NO:	3645-SK-117	REV:	J
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DO NOT SCALE

APPENDIX 5B

HIGHWAY WORKS PLAN - WEST SITE

RELOCATION OF TABLE TOP RAMP
AWAY FROM PROPOSED LOADING BAY

- INDICATIVE LOCATION OF NEW BUS SHELTER, INCLUDING COUNTDOWN (SUBJECT TO AGREEMENT WITH TFL BUSES)

-INDICATIVE LOCATION OF NEW BUS SHELTER, INCLUDING COUNTDOWN (SUBJECT TO AGREEMENT WITH TFL BUSES)

—EXISTING CROSSOVER TO BE REMOVED

—NEW VEHICULAR CROSS OVER

-EXISTING CROSSOVER TO BE REMOVED

-EXISTING CROSSOVER TO BE REMOVED

EXISTING CROSSOVER & ASSOCIATED KERBLINE TO BE REMOVED

SEE INSET 1

PROPOSED RAISED TABLE -

INSET 1

EXTENT OF PROPOSED HIGHWAY BOUNDARY

FOOTWAYS (RESURFACING & NEW FOOTWAYS) IF REQUIRED

NEW VEHICULAR CROSSOVER

PROPOSED TREE PLANTERS

PROPOSED LOADING BAY

PROPOSED SHORT STAY CYCLE PARKING (INDICATIVE LOCATION)

PROPOSED DOCKING STATION (INDICATIVE LOCATION)

PROPOSED RAISED TABLE

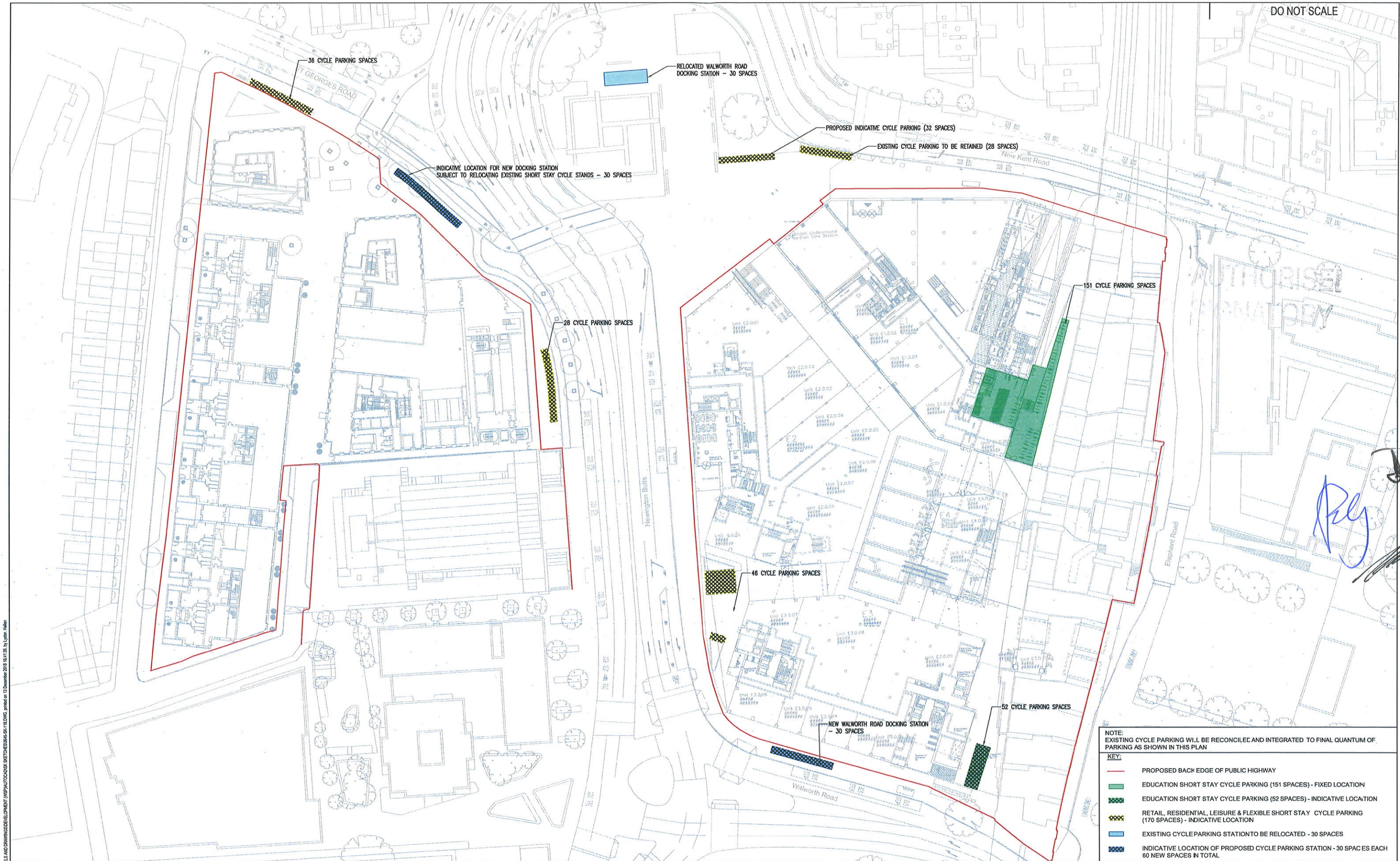
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CLIENT: DELANCEY 		ARCHITECT: ALLIES & MORRISON 		TITLE: 		PROJECT NO: 700003645		DRAWING NO: 3645-SK-116 E		REV: E	
Mouthlatten House, Basing View, Basingstoke, Hampshire RG21 4HJ Tel: +44 (0)1256 318800 Fax: +44 (0)1256 318700 www.wspgroup.com www.bwworld.com											
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DRAWING STATUS:											
REV	DATE	BY	DESCRIPTION	CHECK	APP						
E	29/11/2018	HL	MINOR AMENDMENTS	AG	AG						
D	27/11/2018	HL	MINOR AMENDMENTS	AG	AG						
C	09/11/2018	HL	INTERPLAN UPDATED	ECC	AG						
B	04/09/2018	HL	MINOR AMENDMENTS	AG	AN						
A	06/06/2018	HL	FIRST ISSUE	AG	AN						

FOR INFORMATION ONLY

APPENDIX 6

CYCLE PARKING PLAN

DO NOT SCALE



NOTE:
EXISTING CYCLE PARKING WILL BE RECONCILED AND INTEGRATED TO FINAL QUANTUM OF PARKING AS SHOWN IN THIS PLAN

KEY:

- PROPOSED BACK EDGE OF PUBLIC HIGHWAY
- EDUCATION SHORT STAY CYCLE PARKING (151 SPACES) - FIXED LOCATION
- EDUCATION SHORT STAY CYCLE PARKING (52 SPACES) - INDICATIVE LOCATION
- RETAIL, RESIDENTIAL, LEISURE & FLEXIBLE SHORT STAY CYCLE PARKING (170 SPACES) - INDICATIVE LOCATION
- EXISTING CYCLE PARKING STATION TO BE RELOCATED - 30 SPACES
- INDICATIVE LOCATION OF PROPOSED CYCLE PARKING STATION - 30 SPACES EACH 60 NEW SPACES IN TOTAL

File name: L000846 - ELEPHANT AND CASTLE MODELS AND DRAWINGS DEVELOPMENT (WSP) AUTOCAD SKETCHES/04-18.DWG, printed on 13 December 2018 16:11:25, by: L000846

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C	30/11/2018	HL	MINOR AMENDMENTS	ECC	AG
B	13/11/2018	HL	MINOR AMENDMENTS	ECC	AG
A	09/06/2018	HL	FIRST ISSUE	AG	PH
REV	DATE	BY	DESCRIPTION	CHK	APP
DRAWING STATUS: S2 - FOR INFORMATION					



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CLIENT:	DELANCEY
ARCHITECT:	ALLIES & MORRISON

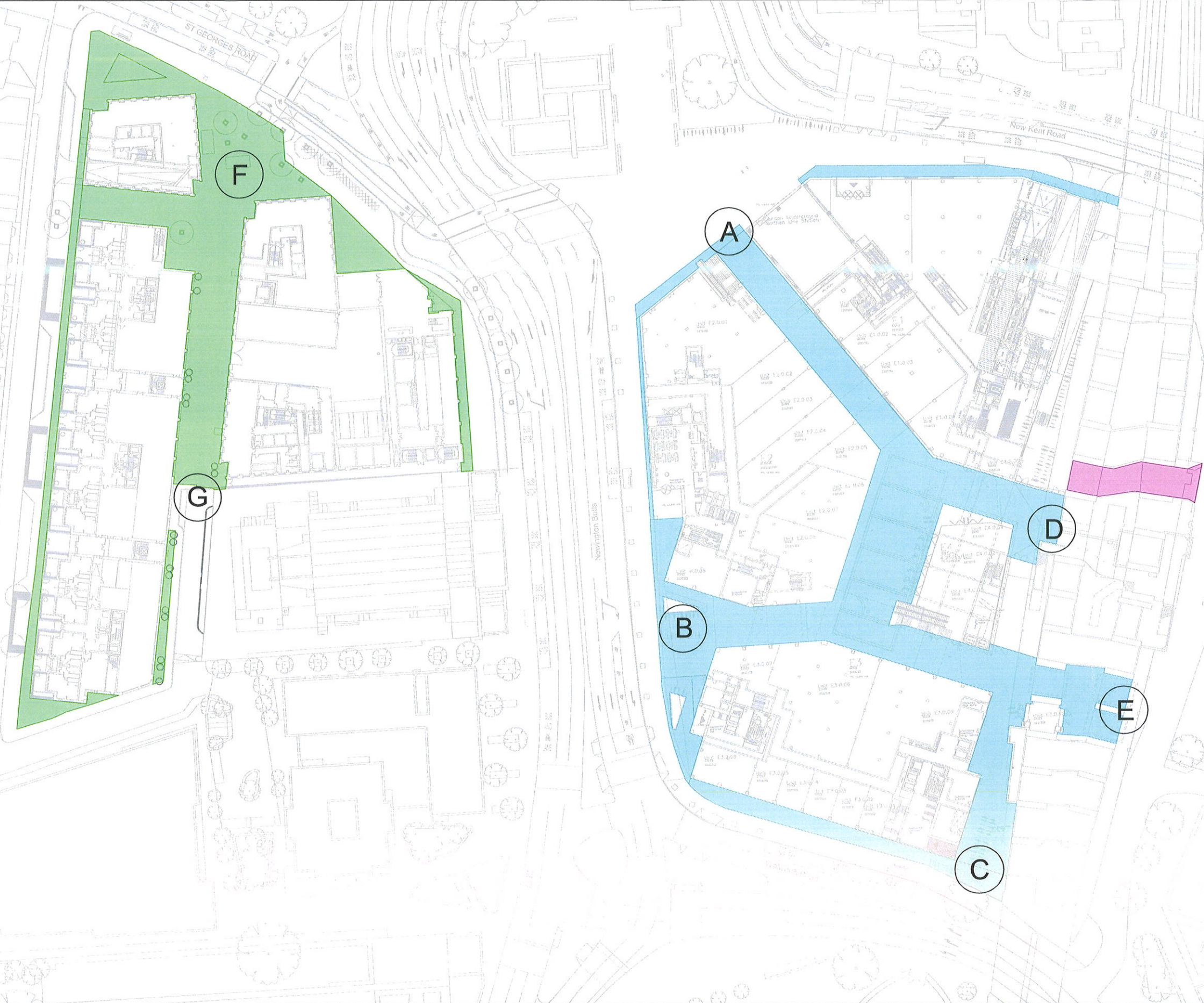
PROJECT:	ELEPHANT & CASTLE
TITLE:	SHORT STAY CYCLE PARKING AND CYCLE HIRE DOCKING STATION LOCATION S106 REFERENCE PLAN EAST AND WEST SITES

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PROJECT No:	70003645	DESIGNED:	HL	GRAN:	HL
DRAWING No:	3645-SK-118	DATE:	December 18	REV:	E
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APPENDIX 7

PUBLIC REALM ACCESS PLAN

DO NOT SCALE



Handwritten notes and signatures in blue ink, including 'Bly', 'Dr. Mh', and other illegible marks.

KEY:			
	PRIVATE AREA WITH PUBLIC ACCESS (WEST SITE)		
	PRIVATE AREA WITH PUBLIC ACCESS (EAST SITE)		
	EXISTING ARCH ROUTE		
	PEDESTRIAN ACCESS POINTS		
SCALE @ A1:		CHECKED:	APPROVED:
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PROJECT No:	DESIGNED:	DRAWN:	DATE:
70003645	HL	HL	December 18
DRAWING No:			REV:
3645-SK-122			E
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E	12/12/2018	HL	MINOR AMENDMENTS	ECC	PG
D	29/11/2018	HL	MINOR AMENDMENTS	ECC	PG
C	08/11/2018	HL	MASTERPLAN UPDATED	ECC	PG
B	27/09/2018	HL	AREAS UPDATED	ECC	PG
A	31/08/2018	HL	FIRST ISSUE	PG	PH
REV	DATE	BY	DESCRIPTION	CHK	APP
DRAWING STATUS: S2 - FOR INFORMATION					



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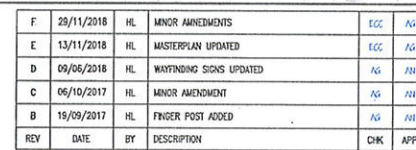
CLIENT:	DELANCEY
ARCHITECT:	ALLIES & MORRISON

PROJECT:	ELEPHANT & CASTLE
TITLE:	PUBLIC REALM ACCESS PLAN

APPENDIX 8

LEGIBLE LONDON SIGNAGE PLAN

NEW LEGIBLE LONDON MINILITH A



115

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DELANCEY

ALLIES & MORRISON

ELEPHANT & CASTLE

LEGIBLE LONDON SIGNS LOCATION
(INDICATIVE)
SECTION 106 REFERENCE PLAN
EAST AND WEST SITES

SCALE @ A1:	1:500
PROJECT No:	70003645

CHECKED: AG

DESIGNED:	DRAWN:
HL	H

AN

November 18

DRAWING No: 3645-SK-084 F

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APPENDIX 9
RELOCATION STRATEGY

APPENDIX 9 RELOCATION STRATEGY – UPDATED DECEMBER 2018

1. The Relocation Strategy

This Relocation Strategy sets out in further detail the mechanisms and processes by which businesses trading on the East Site of the Elephant and Castle town centre development application ref 16/AP/4458 will be supported to relocate.

The Relocation Strategy is intended to operate over several years and as such is likely to require updating from time to time to reflect changing circumstances. Amendments to the strategy may take place by agreement between the Council and the Developer, in consultation with the Trader Panel, provided that the strategy remains fully aligned with the terms of the Section 106 agreement.

2. Parties and interested groups

- The Traders: all existing independently owned businesses, traders, kiosk holders, restaurants, market stall holders and charities in the application red-line falling under the definition of 'Local Independent Operators'
- The Trader Panel: A panel established to help existing traders within the Application Site affected by the Development and whose draft terms of reference form part of the Relocation Strategy, to benefit from short and long-term retail opportunities offered by the wider Elephant & Castle Opportunity Area and to relocate to alternative premises;
- The Developer
- The Council
- The Independent Business Advisor, or the Advisor: means Tree Shepherd or any other replacement organisation appointed by the Council.

3. Context

Development brings opportunity to the area but the Developer also acknowledges and wishes to mitigate the impact from the Development on existing businesses.

The development of the centre should complement the wider area, build on the diversity of the Elephant and Castle and have provision for smaller, independent traders to operate from the new centre. The Developer and Council are committed to enabling the largest possible number of existing businesses to remain in the area and so the Council has obliged the Developer to make sensible provision for them – from new premises to business support and advice. For many smaller traders this is an opportunity to grow and develop their business.

Therefore the Developer has agreed with the Council a set of principles and is funding the Independent Business Advisor to help the practical process of future steps for the Traders.

4. Headline principles of relocation

The Traders are to be supported through a number of options that allow them to best consider the future of their business. These include:

- i. Future business planning, health checks, and business clinics
- ii. Support for Relocation to sites within the Elephant & castle Opportunity Area including: Elephant One, Perronet House, the proposed Castle Square development, and Elephant Park and any sites which may come forward with the provision of affordable

- iii. Support for relocation to other sites in the borough, through the relocation fund and the database of opportunities
- iv. Support for relocation to any other site, through the relocation fund.

To assist and facilitate the relocation of Independent Businesses (the Traders) within the redline of the planning application affected by the shopping centre redevelopment, the services of an independent business advisor (the Advisor) has been retained by the Council. The Advisor will provide business support services and relocation support services to the Traders. In addition, the Advisor will also run the formal application process for those Traders who wish to relocate to Perronet House, Castle Square or Elephant One, which are all to be let in priority to shopping centre Traders.

A Trader Panel will have oversight (not decision making) of the Relocation Process and the Relocation Fund.

5. The Fund

There is a relocation fund of £634,700 (Relocation Fund), to be paid by the Developer to the LB Southwark, 6 months prior to closure of the shopping centre. However, the Developer has agreed that an additional amount may be paid to assist traders if there is no money left in the Relocation Fund and a trader has provided satisfactory evidence that additional financial assistance is required and which is agreed by the Developer.

- Eligibility

All Traders located within the application red-line on the East Site will be eligible to apply for funds to assist them with the relocation of their business.

Whilst all of these businesses would be eligible, factors such as length of time in occupation of their premises and the type of business being considered would be influential in determining the amount of funds to be paid to each specific business. Traders such as market stalls and barrows would likely require less financial relocation support than shops and restaurants by the very nature of their business and premises.

Market stall and barrow Traders will also be supported by the Council's markets team to access premises and pitches at the nearby East Street Market and other sites.

- Access to the Relocation Fund

Access to the Relocation Fund by the Traders would be provided two weeks after the Relocation Funds have been paid by the Developer. Businesses have, and will be encouraged to consider their relocation options following the formation of the Trader Panel with assistance from the Advisor, and commencement of the relocation process to new premises.

- What is the Relocation Fund for?

The overriding principle of the Fund is for the reasonable costs of relocation. The Fund is not designed to be a compensatory fund, nor will it replace any Statutory Compensation. Statutory Compensation due to any Trader under the Landlord and Tenant Act, will be paid separately, and in addition to any application to the Relocation Funds.

- Relocation Fund Heads of Claim

The proposed heads of claim under which the Traders can make an application for funds are:-

- Legal costs for taking a new lease of premises
- Surveyors costs of taking a new lease of premises
- Removal costs for moving to new premises
- Contribution towards a new shop-fit cost dependent upon age and condition of existing shop-fit
- One-off payment of £500 for new stationery and for notifying existing customers (if applicable)
- Any other reasonable and proper costs

Each Trader to provide receipts, invoices and any appropriate fee quotations in advance. Receipts and invoices will be required for audit purposes.

The Developer and Traders should:

- Act in 'good faith'
- Act with integrity

The Traders should:

- Mitigate any loss as far as possible
- Justify and evidence any claim
- Physically relocate and open for trade.

6. Governance

- Parties and Support

Parties involved with the Relocation Process will be the Trader Panel, the Council, the Advisor, and the Developer along with the Traders

The Advisor will act as the business advisor and administrator for the Relocation Fund. The Council will receive the Relocation Funds from the Developer, and will distribute the Relocation Funds as and when they are due. The Developer will not be required to administer or supervise the Relocation Fund but will have knowledge of funds applied for and paid to the Traders. The Advisor will administer the Fund and the Relocation Process which should assist the dialogue process with the Traders. This process will be overseen by the Trader Panel, however, the Trader Panel will not have access to any confidential Trader information.

The Fund should be held by the Council and released in phases to the Advisor according to council rules governing the use of S.106 and award of grants, for payment to Traders of approved funds.

Money is to be held in a client account by the Advisor and bound by established accounting principles.

7. Database of Opportunities

The Developer will supply the Traders with access to a password protected database via the internet of premises available for possible relocation. This database will be available for access prior to the Relocation Process commencing. The Advisor will also have access to this database to help businesses if they need assistance.

The database will provide information on the three relocation sites – Castle Square and Elephant One and Perronet House. In addition, the database will include properties currently being developed in Elephant Park, other units or leases available in the Borough, as well as opportunities for market stalls or units in East Street.

Full information on the relocation opportunities available in Castle Square, and Elephant One will be provided on the database including plans, photos, measurements, specification, and proposed lease terms.

In addition, the Advisor has also had oversight of the affordable units located within Perronet House, along with other affordable opportunities available within the wider Elephant & Castle Opportunity Area (such as Elephant Park). All of these relocation opportunities have been presented to the Traders. The Advisor will continue to encourage the Traders to consider these relocation opportunities and provide appropriate business advice going forward when the Traders relocate.

8. The Application Process on Elephant One, Castle Square, and Perronet House

The Advisor will oversee a single application process for possible Trader relocation to Elephant One, Castle Square and Perronet House once Planning Consent has been granted for the Shopping Centre and Castle Square. This application process will commence on a date to be advised and aim to be complete before Traders are advised of the date of closure of the shopping centre. The single application process will require a Trader to complete a simple application form for the three aforementioned sites. The application process will run for a fixed period of time.

Applicants will be asked to submit a choice of three premises, in order of preference, to which they wish to relocate. In addition, they will be asked to submit a business plan which will be supported by the Advisor.

Applications will then be considered on the following grounds:

- If they have a viable existing business
- Their business plan
- Track record
- Breach of existing lease terms
- Committed/committing any Trading Standards violations

Traders who submit applications within this process may impact their ability to be able to be considered for relocation into Castle Square or Elephant One if they:-

- are in persistent arrears or have been persistently late in paying rent or service charges during the past 5 years prior to a possible offer to rent a unit;
- are unable to present three years trading history;
- are unable to post a financial covenant of four month's rent.

Further business support will also be given to those Traders who do not wish to relocate to any of the three relocation premises, but who do wish to relocate elsewhere.

The Developer and the Council will review the applications collated by the Advisor at the end of the process, and the Developer will take the final decisions on Castle Square and Elephant One and the Council will take the final decisions on Perronet House.

Within a pre-determined timeframe from closure of the Application Process, Traders will receive written notification of the outcome of their application, and where the relevant property owner has agreed to lease a unit to a Trader, that Trader will be provided with confirmation of the position. If no unit is to be leased to a Trader as part of the Application Process, Traders will still have access to the Relocation Fund to facilitate other private relocation options, as advertised in the database of opportunities or sourced via other routes.

9. Trader Consultation

The Traders have been consulted on the principles of governance, and the Application Process of the Relocation Fund. Focus groups have been held by The Advisor and this consultation has taken place in the context of the Relocation Fund and its stated purpose and how the Relocation Fund can be accessed. Discussions have also taken place on how to resolve the possible situation where more than one Trader applies for the same unit which have been reserved for The Traders. The Traders have provided an indication they are in agreement with the general principles of governance as well as the Application Process.

Following these focus groups, The Advisor has then undertaken a survey of all Traders individually, discussing the matters arising from the groups thereby enabling The Traders to have further input into the process of the Fund.

Trader consultation will continue through the Trader Panel.

DRAFT TERMS OF REFERENCE OF THE TRADER PANEL FOR THE SHOPPING CENTRE TRADER RELOCATION PROCESS

At least six months prior to closure of the Shopping Centre (The Development), the Trader Panel and its membership shall be approved by the Southwark Council (The Council). Membership of the Trader Panel shall include the following representatives:

- Darren Merrill – Chair – Labour Ward Councillor;
- Maria Linforth-Hall – Liberal Democrat Ward Councillor;
- Six representatives from independent businesses (Traders) within the Redline of the Application Site (ideally, one representative from the arches, one from the market traders, and three from the shopping centre); and
- Two representatives from the Developer.

At each meeting of the Trader Panel, Council Officers and Tree Shepherd will be invited to attend and to assist the Trader Panel in its consultative role. In addition, Latin Elephant to be invited to attend the meetings if the Trader Panel are in agreement for them to do so.

The Trader Panel will hold a consultative role during the implementation of the Relocation Strategy including to:

1. Seek to maximise the opportunities that the Development will provide to local retail businesses;
2. Liaise with the Council and the Independent Business Advisor (Tree Shepherd) to provide input from Local Independent Operators on the bidding and allocation process for Affordable Retail Units within the Elephant and Castle area and as part of the Development; and
3. Liaise with the Council and the Independent Business Advisor to provide input from the Local Independent Operators on the process for applying for monies from the Relocation Fund.

The Trader Panel will hold an oversight and monitoring role during the implementation of the Relocation Strategy including to:

1. Receive regular updates from the Developer on a database of available vacant retail premises within the town centre area suitable for the Local Independent Operators;
2. Receive regular reports from the Council and the Independent Business Advisor on the distribution of payments from the Relocation Fund; and
3. Receive regular reports from the Council and the Independent Business Advisor on successful bids and consequent allocation of Affordable Retail Units.
4. The Trader Panel will consult with the Council, the Independent Business Advisor, and the Developer on relevant issues from the Development which affect Local Independent Operators.
5. The Trader Panel will not have access to confidential, commercial or personal data regarding Local Independent Operators and will have no direct role in the allocation of funds or units to businesses.
6. The Trader Panel is anticipated to meet:
 - Monthly from its establishment (the aim is to have the first meeting on 15th November 2018), until 3 months after the closure of the Shopping Centre and thereafter;
 - Quarterly until 6 months following Practical Completion of the retail provision (Use Class A1-A4) on the West Site, unless the Parties (Southwark Council, the Independent Business Advisor, and the Developer) agree at any earlier date that the Trader Panel is no longer required.
7. Action points from meetings to be recorded by the Developer and circulated for agreement to the Chairman of The Trader Panel

APPENDIX 10

APPLICATION VIABILITY APPRAISAL

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes

WITH GRANT FUNDING

TIMESCALE AND PHASING

DS2

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes

Timescale (Duration in months)

Project commences Mar 2017

Phase 1: West (LCC) Site

Stage Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Jul 2023			Start	0
Purchase	1	Jul 2023	Jul 2023	Phase Start	Start	0
Enabling, Sub & Base	31	Jul 2023	Jan 2026	Phase Start	Start	0
Construction	23	Oct 2025	Aug 2027	Enabling, Sub & Base	End	-4
Sale	1	Feb 2028	Feb 2028	Income Flow	End	5
Phase End		Feb 2028				
Phase Length	56					

Phase 2: East - Basement & Externals

Stage Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Mar 2017			Start	0
CPO	12	Mar 2017	Feb 2018	Phase Start	Start	0
Enabling Works	9	Mar 2018	Nov 2018	CPO	End	0
Demolition	11	Nov 2018	Sep 2019	Enabling Works	End	-1
Substructure & Basem	28	Sep 2019	Dec 2021	Demolition	End	-1
External Works	15	May 2021	Jul 2022	None	Start	0
Phase End		Oct 2022				
Phase Length	65					

Phase 3: East - E1 (N)

Stage Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Jun 2020			End	0
UJAL	20	Jun 2020	Jan 2022	Purchase	End	0
Construction	15	Jun 2020	Aug 2021	Phase Start	End	0
Letting	6	Sep 2021	Feb 2022	Post Development	End	0
Phase End		Mar 2022				
Phase Length	21					

Phase 4: East - E4 (E)

Stage Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Jun 2020			End	0
Construction	15	Jun 2020	Aug 2021	Pre-Construction	End	0
Letting	6	Sep 2021	Feb 2022	Construction	End	0
Phase End		Mar 2022				
Phase Length	21					

Phase 5: East - E3 (S)

Stage Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Jun 2020			End	0
Construction	23	Jun 2020	Apr 2022	Pre-Construction	End	0
Letting	6	Sep 2021	Feb 2022	Construction	End	-8
Phase End		Apr 2023				
Phase Length	23					

WITHOUT PREJUDICE

TIMESCALE AND PHASING

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes
Timescale (Duration in months)

DS2

Phase Name	Duration	Start Date	End Date	Anchored To	Aligned	Offset
Phase Start		Jun 2020				
Construction	29	Jun 2020	Oct 2022	Pre-Construction	End	0
Letting	6	Nov 2021	Apr 2022	Construction	End	-12
Phase End		Apr 2023				
Phase Length	29					
Project Length	132	(Merged Phases - Includes Exit Period)				

WITHOUT PREJUDICE

Project: S:\PROJECTS\Elephant & Castle (Delancey)\Viability\Appraisals\116 Social Rent - June 2018\IE and C - BIR Scheme - Provision of 116 Social Rented homes with GF.wcfx
ARGUS Developer Version: 8.00.000

Date: 22/06/2018

APPRaisal SUMMARY

DS2

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes

Market Rent (6mths Rent Free)	516,692	YP @ PV 6mths @	5.0000%	20.0000	10,084,795
West - W2 Tower 3 (Open Market)					
Current Rent	4,374,955	YP @	3.2500%	30.7692	134,614,006
West - Commercialisation					
Current Rent	500,000	YP @	6.0000%	16.6667	8,333,333
West - W3 - Affordable Office Space					
Market Rent	55,587	YP @	5.0000%	20.0000	1,084,947
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
Reversion	76,763	YP @	5.0000%	20.0000	1,202,916
		PV 5yrs @	5.0000%	0.7835	2,287,864
West - W1 Affordable Retail Space					
Market Rent	22,416	YP @	5.0000%	20.0000	437,516
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
Reversion	18,680	YP @	5.0000%	20.0000	292,725
		PV 5yrs @	5.0000%	0.7835	730,241
West - W1 Tower 1 (Intermediate)					
Current Rent	223,303	YP @	3.0000%	33.3333	7,443,422
West - W2 Tower 2 (Intermediate)					
Current Rent	285,141	YP @	3.0000%	33.3333	8,838,036
West - W2 Tower 3 (Intermediate)					
Current Rent	258,372	YP @	3.0000%	33.3333	8,612,398
East - E1 (Retail)					
Market Rent	630,432	YP @	5.0000%	20.0000	12,304,773
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
East - E1 Affordable Retail space					
Market Rent	180,656	YP @	5.0000%	20.0000	3,135,684
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
Reversion	133,880	YP @	5.0000%	20.0000	2,097,970
		PV 5yrs @	5.0000%	0.7835	5,233,654
East - E4 (Retail)					
Market Rent	654,060	YP @	4.7500%	21.0526	13,453,862
(6mths Rent Free)		PV 6mths @	4.7500%	0.9771	
East - E3 (Retail)					
Market Rent	2,065,888	YP @	5.0000%	20.0000	40,322,005
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
East - E3 (Open Market) - Tower 3					
Current Rent	2,308,431	YP @	3.2500%	30.7692	71,028,650
East - E3 (Open Market) - Tower 2					
Current Rent	1,737,203	YP @	3.2500%	30.7692	53,452,393
East - E3 - Tower 3 (Intermediate Market)					
Current Rent	1,020,714	YP @	3.0000%	33.3333	34,023,793
East - E3 - Tower 2 (Intermediate Market)					
Current Rent	995,987	YP @	3.0000%	33.3333	33,199,560
East - E2 (Open Market) - Tower 1					
Current Rent	4,607,453	YP @	3.2500%	30.7692	141,767,769
East - E2 (Retail)					
Market Rent	2,245,848	YP @	5.0000%	20.0000	43,834,465
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
East - E2 (Leisure)					
Market Rent	483,500	YP @	5.0000%	20.0000	9,436,954
(6mths Rent Free)		PV 6mths @	5.0000%	0.9759	
East - Commercialisation					
Current Rent	1,000,000	YP @	6.0000%	16.6667	16,666,667

WITHOUT PREJUDICE

APPRaisal SUMMARY

DS2

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes
East - E2 (Intermediate) - Tower 1
Current Rent

871,368 YP @ 3.0000% 33,3333 29,045,615
870,562,075

GROSS DEVELOPMENT VALUE

1,092,256,307

Purchaser's Costs

(55,599,528)

Effective Purchaser's Costs Rate

6.39%

NET DEVELOPMENT VALUE

1,036,656,780

Income from Tenants

West - W1 Tower 1 (Open Market) 1,912,690
West - W2 Tower 2 (Open Market) 1,377,122
West - W2 Tower 3 (Open Market) 364,580
West - W1 Tower 1 (Intermediate) 186,086
West - W2 Tower 2 (Intermediate) 132,571
West - W2 Tower 3 (Intermediate) 21,531
East - E3 (Open Market) - Tower 3 2,116,062
East - E3 (Open Market) - Tower 2 1,592,436
East - E2 (Open Market) - Tower 1 2,303,726
East - E2 (Intermediate) - Tower 1 435,684

10,442,486

Additional Revenue

West - Grant Funding 7,940,000
East - LUL TfL Credit 17,500,000
East - Grant funding 3,300,000

28,740,000

NET REALISATION

1,075,839,266

OUTLAY

ACQUISITION COSTS

Fixed Price 50,000,000
Fixed Price 92,000,000
Total Acquisition 142,000,000
Stamp Duty 142,000,000
Agent Fee 7,100,000
Legal Fee 1,846,000
0.50% 710,000
9,656,000

Other Acquisition

15,158,000

Other Development Costs

15,158,000

CONSTRUCTION COSTS

Construction	Units	Unit Amount	Cost
West - Block W3 (Mansion Block) - Residential	1 un	32,873,639	32,873,639
West - Block W2 - Residential	1 un	107,449,586	107,449,586
West - Block W1 - Residential	1 un	33,467,980	33,467,980
West - Demolition & Enabling	1 un	4,810,000	4,810,000
West - Kiosk	1 un	101,010	101,010
West - External Works (Incl services)	1 un	3,088,982	3,088,982
West - Utilities	1 un	4,329,000	4,329,000
West - PV Installation	1 un	240,500	240,500

WITHOUT PREJUDICE

Project: S:\PROJECTS\Elephant & Castle (Delancey)\Viability\Appraisals\116 Social Rent - June 2018\E and C - BIR Scheme - Provision of 116 Social Rented homes with GF.wcfx
ARGUS Developer Version: 8.00.000

Date: 22/06/2018

APPRaisal SUMMARY

DS2

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes

West - Basement	1 un	27,759,472	27,759,472
West - Sewer Connections	1 un	529,100	529,100
West - Block W3 (Mansion Block) - Office	1 un	5,626,851	5,626,851
West - Block W2 - Retail	1 un	548,087	548,087
West - Block W2 - Music Venue	1 un	6,680,757	6,680,757
West - Block W1 - Retail	1 un	654,160	654,160
East - Basement	1 un	36,648,352	36,648,352
East - Demolition & Enabling Work	1 un	5,772,000	5,772,000
East - Services & Connections	1 un	6,531,980	6,531,980
East - Sewer Connections	1 un	663,780	663,780
East - External Lighting / Power / Security	1 un	1,038,960	1,038,960
East - PV Installation	1 un	240,500	240,500
East - Relocate London Cycle*	1 un	96,200	96,200
East - Relocate TFL Bus Stop*	1 un	96,200	96,200
East - External Works	1 un	3,254,446	3,254,446
East - Basement (Retail)	1 un	22,328,020	22,328,020
East - Basement (LUL)	1 un	12,606,048	12,606,048
East - E1	1 un	79,430,416	79,430,416
East - E1 (Retail)	1 un	3,981,718	3,981,718
East - E1 (LUL)	1 un	491,582	491,582
East - E4 (E) (Retail)	1 un	5,503,602	5,503,602
East - E3 (S) Residential Tower 3	1 un	89,767,491	89,767,491
East - E3 (S) Retail	1 un	7,658,482	7,658,482
East - E2 (W) Retail	1 un	15,275,598	15,275,598
East - E2 (W) Residential	1 un	74,811,277	74,811,277
Totals		594,355,775	594,355,775

Design Contingency	2.50%	14,856,894
Construction Contingency	5.00%	29,717,789
West - CIL / MCIL		4,585,000
West - Other Development Costs		1,000,000
East - CIL / MCIL		8,638,000
Est.S106		4,411,000
East - Other Development Costs		700,000
East - Utilities connections		2,840,000
		66,730,883

PROFESSIONAL FEES

Professional Fees

12.00%	76,671,895
	76,671,895

MARKETING & LETTING

West - Open Market Marketing	1.00%	2,899,824
Commercial Marketing	2.00 /ft²	390,672
East - Open Market Marketing	1.00%	2,662,488
Letting Agent Fee	10.00%	796,855
Letting Legal Fee	5.00%	398,428
		7,148,266

DISPOSAL FEES

Sales Agent Fee - PRS & Commercial	1.00%	9,219,596
Sales Legal Fee	0.50%	5,183,284
		14,402,880

MISCELLANEOUS FEES

NwR Arches Refurb

1,300,000	1,300,000
	927,423,500

TOTAL COSTS WITHOUT PREJUDICE

Project: S:\PROJECTS\Elephant & Castle (Delancey)\Viability\Appraisals\116 Social Rent - June 2018\E and C - BIR Scheme - Provision of 116 Social Rented homes with GF.wcfx
ARGUS Developer Version: 8.00.000

Date: 22/06/2018

Elephant & Castle - Delancey
Build to Rent Scheme - 35% AH
Provision of 116 Social Rent homes

PROFIT

148,415,766

Performance Measures

Profit on Cost% 16.00%
Profit on GDV% 13.59%
Profit on NDV% 14.32%
Development Yield% (on Rent) 3.41%
Equivalent Yield% (Nominal) 3.62%
Equivalent Yield% (True) 3.70%

IRR

7.51%

Rent Cover

4 yrs 8 mths

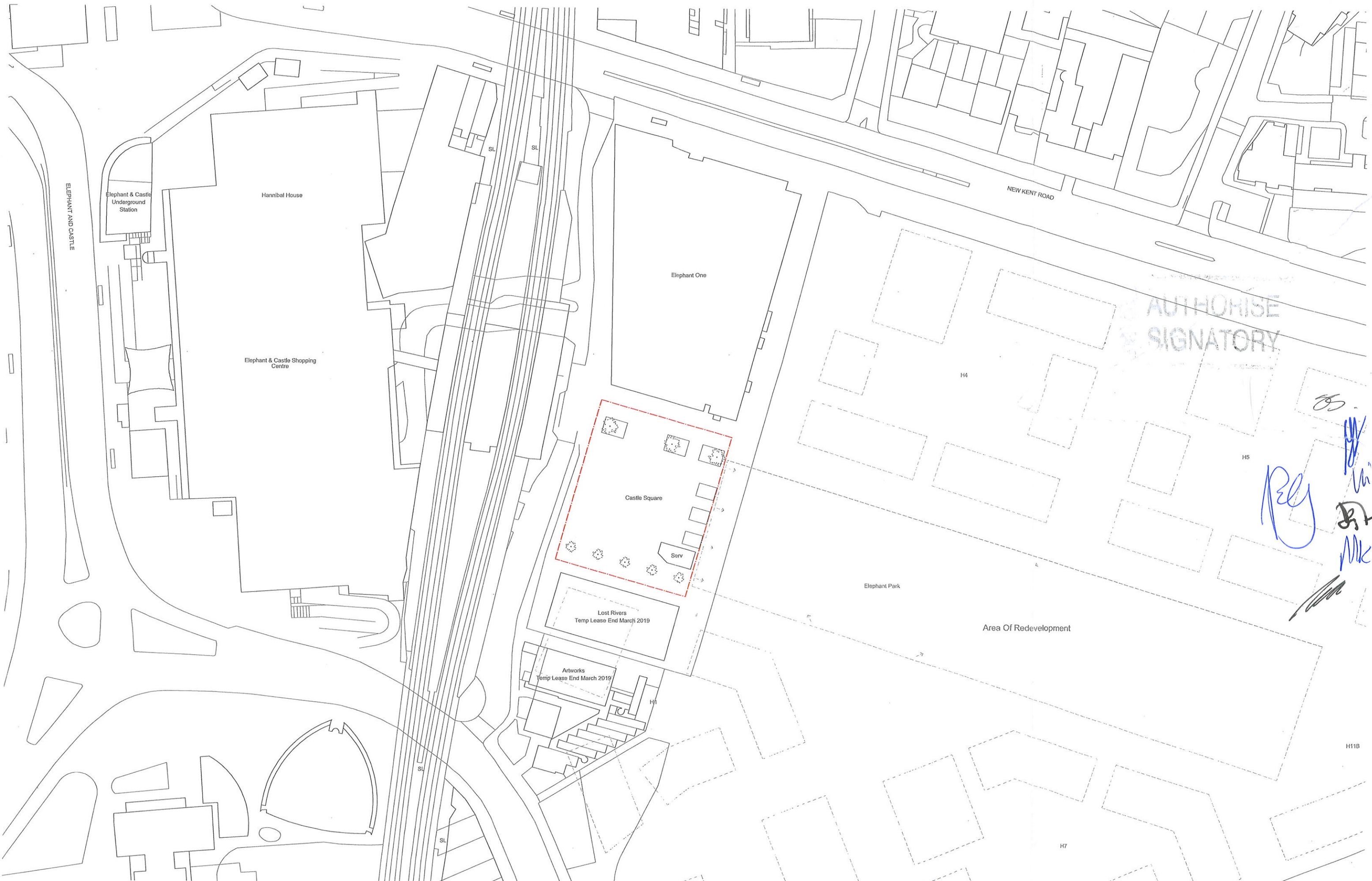
Profit Erosion (finance rate 0.000)

N/A

WITHOUT PREJUDICE

APPENDIX 11

CASTLE SQUARE SITE PLAN



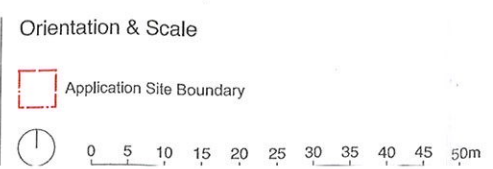
Carl
Turner
Architects

Unit 61 Regent Studios
8 Andrews Road
London E8 4QN

+44 (0)2038461890
info@ct-architects.co.uk
ct-architects.co.uk

Revision History		
Rev	Date	Description
-	26.08.18	Planning

Notes
No dimensions are to be scaled from this drawing.
The contractor/manufacturer is responsible for checking all dimensions and querying any discrepancies.
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Project	Castle Square	Drawn by SC Date June 2018
Drawing Title	Existing Site Plan	Scale 1:500 @ A1 1:1000 @ A3
Drawing No	18CAS-P002	Scale Planning

APPENDIX 12

PLAN SHOWING W2 TOWERS

APPENDIX 13

CONFIRMATORY DEED

THIS CONFIRMATORY DEED IS MADE ON []20[]

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as "the Council"); and
- (2) **XXXXXXXXXX** (company registration number []) a Company registered in [] whose registered office is XXXXXXXXXXXXXXXXXXXX of the second part (hereinafter referred to as the "Developer");

Recitals

- (A) *The Council is the local planning authority for the area in which the Site is situated and by whom the obligations covenants and restrictions contained in this Deed are enforceable.*
- (B) *On [] 2018, the Principal Agreement (as defined within this Deed) was entered into, which contains planning obligations relating to the Development, and planning permission for the Development was granted by the Council on the same date under reference number 16/AP/4458. This Deed is supplemental to the Principal Agreement.*
- (C) *Clause 4 of the Principal Agreement requires the Developer to enter into an agreement under section 106 of the 1990 Act supplemental to the Principal Agreement to bind [any After-Acquired Interest][its interest in the West Site] (as defined in the Principal Agreement).*
- (D) *The Developer acquired the [define interest] in the Site [from] by a sale/lease dated [].*
- (E) *The Parties have agreed to enter into this Deed so that the undertakings, obligations and covenants contained in the Principal Agreement bind all of the Developer's [freehold/leasehold] interests in the Site for the purposes of section 106 of the 1990 Act.*

Operative Clauses

1. Definitions and interpretation

1.1 In this Deed where the context so admits:

1.1.1 *References to clauses paragraphs and schedules are references to those in the Principal Agreement.*

1.1.2 *Words and phrases whose meanings are not set out in clause 1.1.3 below or varied by this Deed have the same meanings as in the Principal Agreement.*

1.1.3 *The following expressions shall have the meanings set out below:*

Parties means the parties to this Deed and "Party" shall be construed accordingly

Principal Agreement means the agreement dated [] 2018 made pursuant to section 106 of the 1990 Act which was entered into between (1) the Council (2) the First Developer (3) Elephant and Castle Properties Limited (4) Deutsche Pfandbriefbank AG (5) University of the Arts London and (6) Transport for London

2. Legal Effect

2.1 *This Deed is supplemental to and varies the Principal Agreement and relates to and binds the [freehold/leasehold] interest and is made pursuant to the provisions of section 106 and section 106A of the 1990 Act.*

2.2 *This Deed contains planning obligations for the purposes of the 1990 Act which are given by the Developer so as to bind the [freehold/leasehold] interest and are enforceable by the Council as local planning authority.*

2.3 *The Developer agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Agreement given by the Developer to the Council or TfL (as appropriate) shall be binding on the [freehold/leasehold] interest pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Agreement were set out herein in full with the intent that the said obligations, covenants and undertakings shall be enforceable by the Council or TfL (as appropriate) not only against the Developer but also against any successors in title to or assignees of the Developer and any person claiming through or under it an interest or estate in the [freehold/leasehold] interest as if the Developer had been an original covenanting party in respect of the [freehold/leasehold] interest when the Principal Agreement was entered into.*

2.4 *This Deed comes into effect on the date here before mentioned.*

3. Variation of the Principal Agreement

- 3.1 *It is hereby agreed between the Parties that the Principal Agreement is supplemented such that the agreements, covenants, undertakings and obligations on the Parties contained in the Principal Agreement shall apply to and bind the Developer's [freehold/leasehold] interests in the Site.*
- 3.2 *To the extent that any covenants and obligations in the Principal Agreement have already been satisfied by the Developer in accordance with the terms of the Principal Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Deed.*
- 3.3 *Save as expressly supplemented by this Deed the Principal Agreement shall remain in full force and effect.*

4. Local Land Charge

This Deed is a local land charge and shall be registered as such by the Council.

5. Endorsement

Promptly following completion of this Deed the Council and the Developer shall endorse a memorandum of variation on the Principal Agreement in the following terms:

"This Agreement has been varied by a Supplemental Deed dated [] and made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) [Developer]"

6. Third Party Rights

A person who is not a party to this Deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

7. Jurisdiction

This Deed is governed by and shall be interpreted in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim.

IN WITNESS WHEREOF *the parties hereto have executed this deed the day and year first before written*

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

Authorised Signatory

Executed as a Deed by [COVENANTOR]

[appropriate signature block]

SCHEDULE 1

The land forming part of the Site registered at the Land Registry under Title Number XXXXXX

APPENDIX 14

INDEPENDENT BUSINESS ADVISOR SCOPE OF SERVICES

APPENDIX ONE - Service Specification

Description of the Services

These follow from the resolution to grant planning permission for planning application 16/AP/4458, with services discussed in the planning committee report 3 July 2018 ((resolution to grant planning permission). These are:

- practical support;
- business planning;
- coordination with, and facilitating access to, specialist advisors, including surveyors, solicitors, accountants and other specialists; and
- assistance with locating and assessing alternative business premises for relocation

The service users which qualify for support are those independent traders in the redline detailed in the planning application 16/AP/4458, as discussed in the planning committee report 3 July 2018.

(This role is not an advocacy or representation role for traders on the planning process or result of any Planning Committee or Appeals. Any work materially related to or perceived to be related to advocacy or representation of traders on these matters should be avoided. All press and media requests for comment on these matters should be referred to the Council. Additionally, the role of the independent Provider is not intended to provide town planning advice)

Specifically, the Provider should

1. Give practical support and business advice to service users that seek support. This involves general business planning to traders but is specifically driven by the role of advising traders on their options to relocate or extinguish their business following the resolution to grant permission
2. Support the Relocation Strategy by designing an affordable unit application process, relocation fund allocation process, and administration of both
3. Develop and provide a list or detail the professional bodies where specialist advice can be sourced to assist the traders relocate. The service range will include:
 - Solicitors
 - Surveyors
 - Accountants
 - Architect
 - M & E consultant
 - Building Control advice
 - Retail Designer
 - Shop fitter
4. Assist operators to access a database of alternative retail premises which will be published by Delancey following full permission.

Reporting

The Provider will be expected to be available for contact with the Council as reasonably required, and can expect a reciprocal arrangement. The Provider should also be available to report to the Trader's Panel in a format agreed by the Council.

The Provider should also attend a monthly contract monitoring meeting with the reporting officer and other interested Council officers and provide a report to the Council. This report will:

- Evidence the advice given to traders in broad terms; specifics are bound by confidentiality
- Relay the concerns of traders to the Council; notwithstanding the purpose of the independent Provider is to provide business advice to traders and options to relocate or extinguish their business
- Set out the level of engagement i.e which traders have engaged and which have not
- Include a risk register for the engagement of the traders.
- When developed, report on the support of the relocation Strategy.
- Evidence monthly spend to the Council.

Outcomes expected

All service users should receive supporting advice and be permitted on application to be considered for the relocation fund and affordable units, and be aware of other opportunities to relocate.

Place(s) where Services are to be provided

The Provider will be based at Unit 231 of the Elephant and Castle Shopping Centre; however it is expected that the Provider will make best efforts to meet traders flexibly in terms of times and locations.

Days/times during which Services are to be available

The service should be open for reasonable hours to ensure adequate access by service users.

Description of eligible service users

The traders which qualify for support are those in the redline detailed in the planning application 16/AP/4458, as discussed in the planning committee report 3 July 2018.

Explanation of how service users access the Services

The service users should generally work by appointment with the Provider; however the Provider is expected to show some flexibility and regard for short meetings where available and acknowledge the working hours of traders.

Explanation of how the Provider will seek to meet service users' needs

The Provider will operate broadly to the timetable outlined in the Project Plan. However, it is expected that the Provider will show some flexibility in initiating Phase 3 support where early advice to a trader would be of benefit.

Special personnel requirements

It is expected that personnel will be appropriately qualified as specified in the Terms of the Contract. All specialist Providers should have the relevant professional accreditation for their role and recommendations

Key performance indicators

As per 'Outcomes expected', all service users should receive supporting advice and be permitted on application to be considered for the relocation fund and affordable units, and be aware of other opportunities to relocate.

The following indicators are in the project plan, and will form the detail of this work:

- Strategic planning and client liaison
- Design and development of space allocation system, application process & relocation ratios, administration system
- Briefing Business Advisors
- Project Management and coordination of specialist advice workshops, specialist advisors & business advisors. Establishing business credentials for relocation application and assisting with application - Enterprise Manager
- Maintaining communication with and updating traders, organising trader events and workshops, practical support and assistance with locating and assessing alternative business premises and administration - Business Connector
- Business planning one to one
- Project Management and coordination of signposting & advice workshops
- Practical support, and administration
- Project management, marketing development, practical relocation support and on-going liaison with specialist advisors as necessary
- Practical Relocation support
- New location marketing and PR support for relocated businesses
- Relocation funds administration & accounting
- Processing funds, compiling evidence, preparing payment requests, maintaining database, accounting and reporting to Council

APPENDIX 15

LAND TO BE TRANSFERRED FOR SOCIAL RENTED UNITS

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year first before written

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

30698



Authorised Signatory

Jonathan Gorst
JONATHAN GORST

Executed as a Deed by **ELEPHANT & CASTLE PROPERTIES LIMITED** by a director in the presence of a witness:

Director

[Signature]

CAMARIN SMART

Name of Director (Block Capitals)

Witness

[Signature]

REZA NEWTON, PINSENT MASONRY LTD,
30 CROWN PLACE, LONDON EC2A 4ES

Name of Witness (Block Capitals) and
Address of Witness

Executed as a Deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) by Samuel Sturrock ~~Alternate Director~~ being a person who in accordance with the laws of that territory is acting under the authority of the company:

[Signature]

Authorised Signatory

Executed as a Deed by **DEUTSCHE
PFANDBRIEFBANK AG** by ^{two} ~~an~~ authorised
signatory ^{ies} ~~in the presence of:~~



Authorised Signatory

JEAN HOFFMAN

Name of Authorised Signatory (Block Capitals)



~~Witness~~

Authorised Signatory

ANDREA WINKELSDORF

Name of ^{Authorised Signatory} ~~Witness~~ (Block Capitals) ~~and~~
Address of ~~Witness~~

affixing the common seal of the

Executed as a Deed by **UNIVERSITY OF THE
ARTS LONDON** by ~~two directors or one~~
director and the company secretary *in the*
presence of:



Member of the Court of Governors

NIGEL CARRINGTON

Name of Member (Block Capitals)



Member of the Court of Governors

DAVID RISON

Name of Member (Block Capitals)

Executed as a Deed by **TRANSPORT FOR LONDON** by affixing the common seal in the presence of:

A handwritten signature in black ink, consisting of several fluid, overlapping strokes.

Authorised Signatory



7045