

Dated

2025

THE GREATER LONDON AUTHORITY

and

**THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF TOWER HAMLETS**

and

CANAL & RIVER PENSION INVESTMENTS LP

and

CANAL & RIVER TRUST

and

CWG (WOOD WHARF TWO) LIMITED

**PLANNING OBLIGATION BY DEED UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990**

in relation to the development at
7 Brannan Street, London
LPA Application reference: PA/24/00243

TOWER HAMLETS

Tower Hamlets Legal Services
Tower Hamlets Town Hall
160 Whitechapel Road,
London E1 1BJ

REF: 751722

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THIS DEED is made on

2025

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ (the "**Council**");
- (3) **CANAL & RIVER PENSION INVESTMENTS LP** incorporated in England and Wales with registered number SL010965 of Scottish Canal Headquarters Canal House, Applecross Street, Glasgow, G4 9SP ("the **First Owner**");
- (4) **CANAL & RIVER TRUST** incorporated in England and Wales with registered number 07807276 of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, England, CH65 4FW ("the **Second Owner**");
- (5) **CWG (WOOD WHARF TWO) LIMITED** incorporated in England and Wales with registered number 7321420 of One Canada Square, Canary Wharf, London, E14 5AB ("the **Third Owner**");

RECITALS

- (A) The Council is the local planning authority for the purposes of the section 106 of the 1990 Act for the area within which the Site is located.
- (B) The First Owner is the owner of the freehold interest in the part of the Site registered (with other land) at the Land Registry under title number AGL277476.
- (C) The Second Owner is the owner of the freehold interest in the part of the Site registered (with other land) at the Land Registry under title number AGL338694.
- (D) The Third Owner is the owner of the leasehold interest in the part of the Site registered (with other land) at the Land Registry under title number AGL249212.
- (E) The Third Owner submitted the Application to the Council for planning permission to develop the Site. The Council validated the Application on 13th March 2024 and gave the Application reference number PA/24/00243.
- (F) At a meeting of its Strategic Development Committee on 25th November 2024, the Council resolved to refuse the Application.
- (G) On 16 December 2024, the Deputy Mayor for Planning, Regeneration and Skills gave a direction to the Council under powers conferred by section 2A of the 1990 Act and delegated by the Mayor of London that they would act as the local planning authority for the purposes of determining the Application.
- (H) At a representation hearing held on [13th May 2025], the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Permission subject to imposing conditions and prior completion of this agreement.
- (I) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this agreement on behalf of the Mayor of London.
- (J) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this agreement and except where expressly stated otherwise in this agreement the Council shall have primary responsibility for such monitoring and enforcement.

- (K) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this agreement.
- (L) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this agreement in accordance with section 2E of the 1990 Act.
- (M) The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this agreement.
- (N) The parties agree that the obligations in this agreement are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms (arranged in alphabetical order) shall have following meanings:

1974 Act means the Greater London Council (General Powers) Act 1974 (as amended);

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990 (as amended);

Academic Year means the period during which a Higher Education Institution holds classes and examinations from time to time, such period being a minimum of thirty eight (38) weeks and commencing in September or October each year (or such other time as specified by the relevant Higher Education Institution) and including the Christmas and Easter holiday periods;

Additional Affordable Student Accommodation Units means the Private Student Accommodation Units to be converted to Affordable Student Accommodation Units pursuant to the Additional Affordable Student Accommodation Scheme to be approved under [paragraph \[3 of Part 3\]](#) of Schedule 10 of this Agreement and "**Additional Affordable Student Accommodation Unit**" shall be construed accordingly;

Affordable Student Accommodation means Student Accommodation that is:

- (a) provided at a rental cost for the Academic Year no greater than:
- (i) London Student Accommodation Affordable Rent; or
 - (ii) the level under paragraph 3.3 of Schedule 9, where applicable; and
- (b) identified on the Student Accommodation Plan;

Affordable Student Accommodation Unit means any single studio or single bedroom unit forming part of the Affordable Student Accommodation;

Agreement means this deed;

Application means the full application for the Development submitted by or on behalf of the Owner to the Council to which the Council has allocated reference number PA/24/00243;

BCIS Index means the Building Cost Information Service All-In Tender Price Index, or, if that index ceases to be published, such alternative index which it most closely resembles as agreed between the Parties;

BCIS Indexation means the indexation by reference to the BCIS Index;

Baseline Affordable Student Accommodation Units means the 320 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of Schedule 10;

Borough means the London Borough of Tower Hamlets;

Commencement Date means the date on which the Permission is implemented by the carrying out of any Material Operation but for the purpose of this Agreement excluding the Preparatory Works and "**Commencement**", "**Commenced**" or "**Commence**" shall be construed accordingly;

Commercial Floorspace means the floorspace in the Development authorised, designed and constructed for Class E use pursuant to the Permission;

Construction Phase means the period between the carrying out of the Material Operation pursuant to the Permission and Practical Completion of the Development;

CPI Index means the Consumer Price Index as published by the Office for National Statistics, or, if that index ceases to be published, such alternative index which it most closely resembles as agreed between the Parties;

CPI Indexation means the indexation by reference to the CPI Index;

Development means the redevelopment of the site to provide purpose built student accommodation with associated amenity space and Class E(a)(b) floorspace within a building of up to 46 storeys with basement; together with plant, car and cycle parking facilities, associated servicing, access and landscaping and all associated ancillary works and structures;

Expert means an independent and fit person with no less than 10 (ten) years' recent and relevant experience in the subject matter of the relevant dispute;

Finally Determined means Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/Court or tribunal of competent jurisdiction;

Financial Contributions means the following contributions payable to the Council under this Agreement:

- (a) Carbon Offset Contribution (First Instalment);
- (b) Carbon Offset Contribution (Second Instalment)
- (c) Construction Phase Employment and Training Contribution;
- (d) End User Phase Employment Skills Contribution; and
- (e) Development Co-ordination and Integration Contribution;

and **Financial Contribution** shall be construed accordingly;

GLA means the Greater London Authority or any successor body to its function;

Higher Education Institution means an education institution recognised by the Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education;

Interest means interest calculated at the rate of 4% per annum above the base lending rate from time to time of Barclays Bank plc;

Local People means residents of the Borough and "Local Person" shall be construed accordingly;

London Plan means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;

London Student Accommodation Affordable Rent means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report;

Material Operation means a material operation as defined by Section 56(4) of the 1990 Act;

Monitoring Fee means £XXX (XX pounds and XX pence) to be applied by the Council for all purposes relevant to and connected with monitoring and compliance checking the obligations in this Agreement;

Monitoring Officer means the officer appointed by the Council to monitor compliance with this Agreement and whose address for correspondence is noted in Clause 25.3.2;

Notification of Payment Form means the form at Schedule 2 of this Agreement;

Occupation means the occupation of any part of the Development permitted by the Permission but not including occupation for the purposes of construction, fitting out, decoration, marketing or display, staff training or site security (and "Occupy", "Occupier", "Occupiers", "Occupying" and "Occupied" shall be construed accordingly);

Office for Students (OfS) means the regulator and competition authority for the higher education sector in England;

Owner means the First Owner, the Second Owner and the Third Owner;

Permission means the planning permission granted pursuant to the Application substantially in the form annexed at Schedule [] and "Planning Permission" shall be construed accordingly;

Plan 1 means the plan of the Site shown edged red and marked 'Plan 1' at Schedule 1;

Practical Completion means completion of all of the works to be carried out up to the issue of a certificate of practical completion by the Owners' architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or a part of it (as may be specified) and "Practically Complete" and "Practically Completed" shall be construed accordingly;

Practical Completion Date means the date of the certificate of practical completion referred to in the definition of **Practical Completion** above;

Preparatory Works means:

- (a) demolition works;
- (b) excavation;
- (c) archaeological works;

- (d) site surveys;
- (e) site preparation and clearance;
- (f) environmental preparatory works;
- (g) the erection of fencing to enclose the Development or any part of the Development;
- (h) laying or provision of any services and/or services diversion/removal works on or under the Development or any part of the Development;
- (i) the laying out of roads for construction purposes;
- (j) the erection of site buildings or structures for construction purposes;
- (k) contamination tests and ground investigation;
- (l) remediation or trial pits;
- (m) works of decontamination remediation;

Private Student Accommodation Units means Student Accommodation Units which are not Baseline Affordable Student Accommodation Units or Additional Affordable Student Accommodation Units;

Proceedings means any challenge to the validity or lawfulness of the Permission in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity of the Permission including any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body;

Reasonable Endeavours means that a party responsible for an obligation will not take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary in this Agreement) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such reasonable effort and reasonable sums of money (where appropriate in the context) and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect which shall mean:

- (a) in the case of the Owner, of a competent commercial developer and landowner acting reasonably in the context of the Development; and
- (b) in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

Section 73 Permission means planning permission granted by the Council pursuant to an application made pursuant to section 73 of the 1990 Act achieving the effect of modification, deletion or replacement of any condition attached to the Permission or (with respect to such applications made after any such first Section 73 Permission has been granted) any further such planning permissions granted pursuant to section 73 of the 1990 Act;

Section 96A Approval means approval granted by the Council pursuant to an application made under section 96A of the 1990 Act to make non-material changes to the Permission;

Site means that part of the parcel of land known as 7 Brannan Street, London against which this Agreement may be enforced as shown edged red on Plan 1;

Student means a person following a course in higher education as recognised by the Office for Students;

Student Accommodation means the 912 Student Accommodation Units to be provided as part of the Development;

Student Accommodation Plan means the plan appended to this Agreement at Schedule 1 and labelled 'Student Accommodation Plan' showing the location of the Affordable Student Accommodation Units;

Student Accommodation Unit means any single studio or single bedroom unit forming part of the Student Accommodation;

Use Class means the relevant class of development use as specified in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended); and

Working Day(s) means any day other than Saturday or Sunday or public holiday in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 The expressions "**Council**" and "**Owner**" shall include their respective successors in title save where specifically provided to the contrary by this Agreement.
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.5 References in this Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to this Agreement so numbered.
- 2.6 The clause paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally against each individually unless there is an express provision otherwise.
- 2.8 The word "including" shall be construed without prejudice to the generality of the words preceding it.
- 2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.10 Save in respect of the Permission, in the event of any conflict between the terms conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this Agreement will prevail.
- 2.11 In this Agreement, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month, any reference to the term "day" shall mean any day on which retail banks are open for business in London and any reference to the term "year" shall mean calendar year.
- 2.12 Where any covenants in this Agreement are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.
- 2.13 The covenants in this Agreement given by the Owner are given on a joint and several basis.

- 2.14 The covenants in this Agreement that are given to the Council shall also be enforceable by the GLA as provided for in sections 2E and 106(9)(d) of the 1990 Act.
- 2.15 The Interpretation Act 1978 shall apply to this Agreement.

3. LEGAL BASIS

- 3.1 This Agreement is entered into pursuant to:
- 3.1.1 section 106 of the 1990 Act;
 - 3.1.2 section 16 of the Greater London Council (General Powers) Act 1974;
 - 3.1.3 section 111 of the Local Government Act 1972;
 - 3.1.4 section 1 of the Localism Act 2011; and
 - 3.1.5 all other powers enabling in that behalf.
- 3.2 The covenants, restrictions, undertakings and requirements imposed upon the Owner under this Agreement entered into by deed create planning obligations pursuant to section 106 of the 1990 Act and (subject to Clause 9.1) are enforceable by the GLA and the Council as local planning authorities against the Owner and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner 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 covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.
- 3.3 To the extent that any of the obligations in this Agreement are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the other powers identified in Clause 3.1.

4. CONDITIONALITY

- 4.1 Subject to Clause 4.2 the obligations in this Agreement (save for the covenant in Clause 10.1.1) are unless otherwise specified conditional upon:
- 4.1.1 the grant of the Permission by the Council; and
 - 4.1.2 Commencement of Development by the Owner or a person authorised by it.
- 4.2 The following obligations shall take effect from the date of this Agreement:
- 4.2.1 paragraphs 1.1.1 and 1.1.3 of Part 1 of Schedule 4;
 - 4.2.2 paragraph 1.1.3 of Schedule 5; and
 - 4.2.3 Part 2 of Schedule 10.

5. THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the GLA and the Council to:
- 5.1.1 observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the Schedules to this Agreement;
 - 5.1.2 observe and perform the terms, covenants and obligations on its part in this Agreement; and

5.1.3 not less than seven days prior to the event occurring notify the GLA and the Council in writing of:

- (a) the Commencement Date and not to Commence until such notice has been given to the GLA and the Council; and
- (b) the date of first Occupation of the Development and not to Occupy until such notice has been given to the GLA and the Council.

5.2 The Owner hereby acknowledges and declares that:

5.2.1 it is the primary party liable for the performance of the obligations set out in the Schedules; and

5.2.2 the Site is bound by this Agreement for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as soon as reasonably practical following any of the Owner's covenants and undertakings herein being satisfied to the reasonable satisfaction of the Council and in any event no later than twenty (20) Working Days from receipt of a written request from the Owner (save for the continuing obligations in Schedule 9 and Schedule 11) to confirm that such covenants and undertakings have been satisfied then subject to payment of the Council's reasonable costs to provide written confirmation of such satisfaction.

7. GENERAL COVENANTS AND UNDERTAKINGS

7.1 The Owner hereby covenants with the GLA and the Council that it is the owner of the legal interests in the Site as described in Recitals (B), (C) and (D) and has full power and rights to enter into this Agreement and free from all encumbrances which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or long leasehold interest in those parts of the Site which have not been disclosed to the GLA and the Council prior to completion of this Agreement.

7.2 The Owner hereby covenants with the GLA and the Council that the Owner will permit the GLA and the Council and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site (and any other parts of the Site within its control) at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

8. AGREEMENTS AND DECLARATIONS

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

8.2 Nothing in this Agreement shall imply any obligations on the part of the GLA nor the Council to the parties hereof or to any person to ensure that the Development is properly constructed.

8.3 Save where the context otherwise requires, nothing in this Agreement shall require the Owner to perform any obligation whatsoever in upon or under land outside the Site.

8.4 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered in accordance with Clause 25 (Notices).

8.5 The Owner shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this Agreement on the Owner will be prevented from being carried out.

9. RELEASE AND LAPSE AND STATUTORY UNDERTAKERS AND MORTGAGEES

9.1 No person (including, but not limited to, the Owner) shall be liable for a breach of any of its obligations under this Agreement or obligations relating to any part of the Site after it shall have parted with all of its interests in the Site or the part in respect of which the breach arises (as the case may be) save in either case for liability for antecedent breaches.

9.2 It is further agreed that this Agreement shall lapse and be of no further effect if:

9.2.1 the Permission shall expire without having been Commenced; or

9.2.2 the Permission shall be withdrawn, varied or revoked otherwise than with the consent of the Owner; or

9.2.3 the Permission is quashed following a successful legal challenge

9.3 No obligations, undertakings or liabilities under this Agreement (save for those set out in paragraph 4 of Schedule 9 (Affordable Student Accommodation) and paragraph 1 of Schedule 7 (Car Free Development) shall be enforceable against owners, tenants or occupiers of the Student Accommodation nor against occupiers of any of the Commercial Floorspace within the Development nor against mortgagees or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

9.4 No obligations, undertakings or liabilities under this Agreement shall be enforceable against statutory undertakers and utility providers who as part of their undertaking have any interest in the Site nor against mortgagees or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

9.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Agreement.

9.6 No mortgagee or chargee of the Owner's interest in the Site:

9.6.1 shall be liable in respect of any breach of the terms of this Agreement unless and until it takes possession of the Site as a mortgagee in possession; and

9.6.2 shall be liable for any breach of the terms of this Agreement arising prior to the mortgagee or chargee becoming a mortgagee in possession of the Site or part thereof to which such obligation(s) relates.

10. LEGAL AND MONITORING COSTS

10.1 The Owner hereby covenants with the Council so as to bind all its interests in the Site that the Owner:

10.1.1 will on the date hereof pay the GLA's and the Council's reasonable and proper legal and administrative costs in respect of drafting, negotiating and completion of this Agreement; and

10.1.2 will on or before the Commencement Date pay the Monitoring Fee; and

10.1.3 will (subject to Clause 10.2) pay all costs, charges and expenses reasonably and properly incurred by the GLA and/or the Council for the purpose of, or directly incidental to, the enforcement of any of the Owner's obligations contained in this Agreement; and

10.1.4 will indemnify the GLA and/or the Council against all claims and demands, actions, actions, costs or expenses for which the Council may become liable arising out of any failure by the Owner to perform any of the obligations under this Agreement.

10.2 The Owner shall not be liable to pay any costs pursuant to Clause 10.1.3 unless and until the GLA or the Council has served notice in writing on the Owner in accordance with the provisions of Clause 25 (Notices) that there is a breach of an obligation under the terms of this Agreement and affords the Owner a minimum period of ten (10) Working Days to remedy the breach and the Owner fails to remedy the breach.

11. VARIATIONS

11.1 Unless the Council determines otherwise, this Agreement will automatically apply to and bind any Section 73 Permission and Section 96A Approval.

11.2 If a Section 73 Permission or a Section 96A Approval is granted by the Council:

11.2.1 the terms defined in Clause 1 of this Agreement will be interpreted to reflect any such Section 73 Permission or Section 96A Approval (as appropriate); and

11.2.2 if the effect of the Section 73 Permission or the Section 96A Approval is to change the number of Open Market Student Accommodation Units and or the Affordable Student Accommodation Units, any obligations in this Agreement which specify number of the Open Market Student Accommodation Units and or the Affordable Student Accommodation Units will be interpreted as being adjusted proportionately having regard to the new total number of the Open Market Student Accommodation Units and or the Affordable Student Accommodation Units resulting from the Section 73 Permission or the Section 96A Approval.

12. LOCAL LAND CHARGE

12.1 This Agreement is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Agreement.

12.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council agrees (subject to it first being paid a reasonable administration fee) it will upon written confirmation cancel all the entries made in the register of local land charges in respect of this Agreement

13. LAND REGISTRATION

13.1 The Owner hereby covenants with the Council that it will apply within ten (10) Working Days from the date of this Agreement to the Chief Land Registrar to register this Agreement in the Registers of its titles to the Site referred to in Recitals (B), (C) and (D) and to furnish the Council as soon as reasonably practical upon registration official copies of such title to show the entry of this Agreement in the Charges Register of the same.

13.2 If the Owner fails to notify the Council that it has made the applications in accordance with Clause 13.1, 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 Owner and the Owner hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

13.3 The Owner covenants that it shall not make any application to the Land Registry for the removal of any notice registered pursuant to Clauses 13.1 or 13.2 without the prior written consent of the Council.

14. NO FETTER ON DISCRETION AND APPROVAL

- 14.1 Nothing contained or implied in this Agreement shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA nor the Council in exercise of their functions either as local planning authority or in any capacity and that all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief) and the same may be fully and effectively exercised as if neither the GLA nor the Council were party to this Agreement.
- 14.2 Subject to Clause 14.1 where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.
- 14.3 Where the approval, satisfaction, agreement, confirmation or consent of the Owner is required for any purpose under or in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.

15. WAIVER

No waiver (whether express or implied) by the GLA nor the Council of any breach by the Owner, nor any waiver of any breach by their respective successors in title or assigns or any persons claiming through or under it an interest in the Site in performing or observing any of the obligations contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the GLA nor the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner and the Owner's successors in title or assigns or any persons claiming through or under the Owner an interest in the Site.

16. CHANGE OF OWNERSHIP

The Owner hereby covenants with the Council to give the Council (with a copy to the GLA) written notice of any change in ownership of any of the Owner's interests in the Site or part thereof occurring before all the obligations under this Agreement have been discharged such notice to be served within 28 Working Days following the change and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT such written notice shall not be required in respect of a change in ownership of a unit of Student Accommodation or of any unit of Commercial Floorspace within the Development..

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.
- 17.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Agreement, the recipient of that supply shall pay to the supplier an amount equal to such VAT in addition to the consideration for that supply, against receipt of a valid VAT invoice. The recipient of any such supply shall pay to the supplier an amount equal to any VAT which is chargeable in respect of the supply in question on the later of:
- 17.2.1 the day on which the consideration for the supply is paid or given; and
- 17.2.2 production of a proper VAT invoice.

17.3 Where a person (the “**payer**”) has paid an amount to any other person (the “**payee**”) on the basis that the payee was entitled to that amount under Clause 17.2 above, but the payee was not properly entitled to the whole or part of that amount under that clause, then:

17.3.1 if the payee has not accounted for such amount (or such part thereof) to HMRC, the payee shall forthwith repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer; or

17.3.2 if the payee has accounted for such amount (or such part thereof) to HMRC, the payee shall, if, when and to the extent that it receives repayment or credit for such amount from HMRC, repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer.

18. INTEREST

18.1 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 five (5) Working Days the Owner shall pay on demand to the Council Interest from the date when the same became due until payment thereof.

18.2 Any payment or sum herein due which remains unpaid shall be a debt due to the Council recoverable by action and liable to Interest thereon calculated on a daily basis from the date due until the date of payment.

19. INDEXATION

19.1 The Monitoring Fee and the Financial Contributions (save for the Carbon Offset Contribution (Second Instalment)) shall be increased by an amount equivalent to the increase in the BCIS Index from the date of this Agreement until the date on which the relevant contribution is paid PROVIDED THAT in the event that the BCIS Indexation shall result in a decrease the relevant sum payable shall not fall below the figures set out in this Agreement.

20. THIRD PARTIES

Unless expressly stated in this Agreement no third party or other person who is not a party to this Agreement other than a successor in title or in the case of the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

21. DISPUTE PROVISIONS

21.1 Subject to Clauses 21.11 and 21.12 below, in the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten (10) Working Days of a request from one party to convene the meeting.

21.2 If the relevant parties are unable to resolve the dispute amicably pursuant to Clause 21.1 following the meeting (or if sooner, the expiry of ten (10) Working Days following the request for a meeting) pursuant to Clause 21.1 such dispute or difference shall be referred to an Expert to be appointed by agreement between the parties.

21.3 If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within twenty (20) Working Days of the request for a meeting:

21.3.1 any dispute of the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the president or next most senior officer available of the Law Society who will have the power to determine the appropriate type of Expert and agreement his nomination;

21.3.2 any dispute over the identity of the Expert is to be referred at the request of either party to the president or other most senior officer available of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power to determine and nominate the appropriate Expert (and if no such organisation exists, the Expert shall be nominated by the president or next most senior officer available of the Law Society).

21.4 If an Expert nominated or appointed pursuant to this Clause 21 shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of Clause 21.3.

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

21.6 Notice in writing of the appointment of an Expert pursuant to this Clause 21 shall be given by the Expert to the parties and he shall invite each of the parties to submit to him within ten (10) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material.

21.7 The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in this Clause 21 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own professional judgement.

21.8 The Expert shall give notice of his decision in writing and his decision will be final and binding on the parties hereto save in the case of fraud or manifest error.

21.9 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this Clause 21 the party or parties may apply to the president of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

21.10 The Expert's costs shall be in the Expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

21.11 This Clause 21 does not apply to any dispute in relation to matters of the law or the interpretation of this Agreement which shall be subject to the jurisdiction of the courts.

21.12 Nothing in this Clause 21 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.

22. JURISDICTION

The construction validity and performance of this Agreement shall be governed by English Law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

24. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

25. NOTICES

- 25.1 Any notice, request, demand or other communication to be given under or in connection with this Agreement shall be in writing (which for this purpose shall not include email) and should be addressed as provided in Clause 25.3.
- 25.2 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Agreement and any such notice shall be writing and shall refer to the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates.
- 25.3 Subject to Clause 25.4, the contact details for each party are:
- 25.3.1 For the First Owner:
- Address:
- Name:
- Reference: Section 106 – Planning Permission PA/24/00243
- 25.3.2 For the Second Owner:
- Address:
- Name:
- Reference: Section 106 – Planning Permission PA/24/00243
- 25.3.3 For the Third Owner:
- Address: One Canada Square, Canary Wharf, London E14 5AB
- Name: For the attention of the Head of Planning
- Reference: Section 106 – Planning Permission PA/24/00243
- 25.3.4 For the Council:
- Address: London Borough Tower Hamlets, Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ
- Name: Attention of the Section 106 Monitoring Officer
- Reference: PA/22/00243
- 25.3.5 For the GLA:
- Address: City Hall, Kamal Chunchie Way, London, E16 1ZE
- Name: Head of Development Management
- Reference: 2024/0289
- 25.4 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:
- 25.4.1 the date specified in the notification as the date on which the change is to take place; or

25.4.2 if no date is specified or the date specified is less than five (5) 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.

26. DUTY TO ACT IN GOOD FAITH

The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Agreement.

27. PAYMENT OF FINANCIAL CONTRIBUTIONS

27.1 The Owner hereby covenants with the Council to:

27.1.1 complete and submit the Notification of Payment Form to the Council with each and every Financial Contribution payable under this Agreement; and

27.1.2 pay the Financial Contributions to the Council in accordance with the details set out on the Notification of Payment Form.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date first above written.

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SCHEDULE 1 - PLANS

- Plan 1: Site Plan
- Plan 2: Student Accommodation Plan

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SCHEDULE 2 - NOTIFICATION OF PAYMENT FORM

Planning Permission Reference:	PA/24/00243
Site Address	
Date legal agreement signed	
Name of Development and Developer/Other	
Signatory	
Contact name	
Position	
Telephone number	
Address	
Relevant clause(s) in legal agreement	
Amount paid	
Indexed amount paid	
Penalty amount paid	
Method of Payment	BACS/CHAPS
Index Used (BCIS)	Please provide calculation of the payment used for indexation

***Method of Payment**

BACS/CHAPS - Please quote reference: S106 Legal Agreement PA/24/00243

Account Name: London Borough of Tower Hamlets
Sort Code: 60-03-19
Account Number: 75666952

Please return this form to:

London Borough of Tower Hamlets
Section 106 Monitoring Officer
Tower Hamlets Town Hall
160 Whitechapel Road,
London E1 1BJ.

SCHEDULE 3 - FINANCIAL CONTRIBUTIONS

1. DEFINITIONS

In this Schedule 3 the following expressions shall have the following meanings:

Actual Carbon Reduction Shortfall means the actual carbon reduction shortfall in meeting the Carbon Offset Target, such shortfall to be expressed in tonnes of CO₂ (PROVIDED THAT if that figure is negative, then the Actual Carbon Reduction Shortfall shall be considered to be zero);

Carbon Offset Contribution (First Instalment) means £171,933.50 (one hundred and seventy-one thousand, nine hundred and thirty-three pounds and fifty pence) (being 50% (fifty per cent) of the Carbon Offset Contribution Estimate), such sum to be used by the Council towards Carbon Offset Projects;

Carbon Offset Contribution (Second Instalment) means the amount to be used by the Council towards Carbon Offset Projects which amount shall be calculated by subtracting the Carbon Offset Contribution (First Instalment) from the product of the Carbon Offset Contribution Calculation;

Carbon Offset Contribution Calculation means £2,850 (two thousand, eight hundred and fifty pounds) (being £95 (ninety-five pounds per tonne of CO₂ over 30 (thirty) years) multiplied by the Actual Carbon Reduction Shortfall;

Carbon Offset Contribution Estimate means the sum of £343,867 (three hundred and forty-three thousand, eight hundred and sixty-seven pounds) based on the Estimated Carbon Reduction Shortfall at the date of this Agreement;

Carbon Offset Projects means projects which deliver carbon emission reductions in accordance with the Carbon Offsetting Guidance which may include (without limitation):

- (a) fuel poverty initiatives to deliver energy efficiency measures to the residential sector;
- (b) public building energy efficiency retrofit initiatives to reduce carbon emissions and reduce energy costs; and or
- (c) carbon reduction community projects to include energy efficiency of buildings or renewable projects,

and for the avoidance of doubt the parties agree that such projects shall not include any projects falling within the definition of 'infrastructure' under section 216 of the Planning Act 2008;

Carbon Offsetting Guidance means such policy or guidance published by the Council which specifies how development contributions for carbon offsets paid to the Council under section 106 of the 1990 Act will be expended on Carbon Offset Projects;

Estimated Carbon Reduction Shortfall means the estimated shortfall in meeting the Carbon Reduction Target, such shortfall to be expressed in tonnes of CO₂;

Carbon Reduction Target means the target of net zero carbon emissions from the Development;

Construction Phase Employment and Training Contribution means the sum of £131,788.00 (one hundred and thirty-one thousand seven hundred and eighty-eight pounds) payable towards supporting and providing training and skills needs of Local People in accessing new job opportunities;

Development Co-ordination and Integration Contribution means the sum of £32,947.00 (thirty-two thousand nine hundred and forty-seven pounds) payable towards projects and interventions by the Council to address the cumulative impact of construction activity, which may include (without limitation): (i) construction logistics or other traffic and transport impacts; (ii) environmental impacts; (iii) social, health and economic impacts; and (iv) equality and diversity impacts; and

End User Phase Employment Skills Contribution means the sum of £151,416.00 (one hundred and fifty-one thousand four hundred and sixteen pounds) payable towards supporting and providing training and skills needs of Local People in accessing new job opportunities; and

Energy Statement means the energy statement November 2024 and prepared by chapmanbdsp submitted in support of the Application.

2. CARBON OFFSET CONTRIBUTION

2.1 The Owner covenants with the Council:

- 2.1.1 to pay to the Council the Carbon Offset Contribution (First Instalment) prior to Commencement of the Development;
- 2.1.2 not to Commence or permit Commencement of the Development until the Carbon Offset Contribution (First Instalment) has been paid to the Council;
- 2.1.3 within 6 months of first Occupation of the Development, to submit to the Council for its written approval an update to the Energy Statement which includes the Carbon Offset Contribution Calculation; and
- 2.1.4 if it is agreed by the Owner and the Council that the Carbon Offset Contribution (Second Instalment) is payable following the written approval by the Council of the Carbon Offset Contribution Calculation (the “**Carbon Offset Contribution Calculation Approval**”), to pay to the Council the Carbon Offset Contribution (Second Instalment) within twenty (20) Working Days of the Carbon Offset Contribution Calculation Approval.

3. OTHER CONTRIBUTIONS

3.1 The Owner covenants with the Council:

- 3.1.1 to pay to the Council the Construction Phase Employment and Training Contribution and the Development Co-ordination and Integration Contribution prior to Commencement of the Development;
- 3.1.2 not to Commence Development until the Construction Phase Employment and Training Contribution and the Development Co-ordination and Integration Contribution have been paid to the Council;
- 3.1.3 to pay to the Council the End-User Phase Employment Skills Contribution prior to Occupation of the Development; and
- 3.1.4 not to Occupy the Development until the End-User Phase Employment Skills Contribution has been paid to the Council.

3.2 The Council covenants with the Owner as follows:

- 3.2.1 if any Financial Contribution (or any part thereof) remains unallocated or unspent within ten (10) years of the date of Practical Completion, it or any unallocated or unexpended part thereof shall be repaid to the payee with interest (following receipt of their written request) from the date of payment to the date of repayment; and
- 3.2.2 where the Financial Contributions are paid pursuant to the terms of this Agreement, they will not be used by the Council otherwise than for the purposes for which they are paid (as set out in the relevant definitions to this Schedule 3).

SCHEDULE 4 - EMPLOYMENT, SKILLS, TRAINING AND ENTERPRISE

DEFINITIONS

In this Schedule the following expressions shall have the following meanings:

Apprenticeships means the Construction Phase Apprentices (unless the context otherwise provides) and “**Apprenticeship**” shall be construed accordingly;

Apprentice Terms means each Apprentice employed in accordance with paragraph 5 of Part 2 of this Schedule shall be:

- (a) a Local Person;
- (b) recruited through or in liaison with the Council’s Growth and Economic Development Team;
- (c) employed for a period of not less than 52 weeks and paid at a rate not less than the London Living Wage and, if the period of employment of an Apprentice overruns the expiration date of the relevant contract or subcontract, the Owner shall ensure the continuation and completion of the relevant apprenticeship;
- (d) supported through paid day release to undertake relevant training; and
- (e) provided with on-the-job training and supervised on-site by an experienced operative in a trade related to his or her training needs;

Construction Phase Apprentice means 25 work based skills training programme(s) facilitated by the National Apprenticeships Service or trade specific accreditation bodies which lead to nationally recognised qualifications, combining employment with learning and training at a minimum of NVQ Level 2 (or equivalent) to be employed by the Owner during the Construction Phase and “**Construction Phase Apprentices**” shall be construed accordingly;

Employment Strategy (Construction) means a written strategy which provides:

- (a) the basis of how, during the Construction Phase, the Owner shall participate in the Council’s access to employment initiatives to promote employment in the Borough for Local People which includes (but is not limited to) working with the Council to support job brokerage, employer-led training, construction skills training, apprenticeships and job opportunities;
- (b) a named person on behalf of the Owner to act as a single point of contact for employment and training opportunities during the Construction Phase;
- (c) arrangements for forming a working group to consider and implement employment, training and enterprise initiatives during the Construction Phase as required by this Schedule;
- (d) for collaboration with the Council’s Growth and Economic Development Team to ensure the effective promotion of opportunities to Local People during the Construction Phase of the Development;
- (e) a timetable of works for construction and completion of the Development;
- (f) details of work and labour forecast by job group and occupation, opportunities for planned recruitment (including apprentices);
- (g) a schedule with baseline employment figures which are expected to be created in the Construction Phase (excluding demolition and piling);
- (h) a schedule of construction contracts and suppliers required during the Construction Phase, including job vacancies for contracted and sub-contracted supplies and services; and

- (i) details of monitoring and reporting on progress of the employment, training and enterprise initiatives during the Construction Phase as required by this Schedule;

Employment Strategy (End-User) means a written strategy which provides:

- (a) the basis of how the Owner shall, during the End-User Phase, participate in the Council's access to employment initiatives to promote employment in the Borough for Local People;
- (b) a named person on behalf of the Owner to act as a single point of contact for employment during the End-User Phase;
- (c) arrangements for forming a working group to consider and implement employment initiatives during the End-User Phase as required by this Schedule;
- (d) details of work and labour forecast, by job group and occupation, opportunities for planned recruitment;
- (e) details of monitoring and reporting on progress of the employment, training and enterprise initiatives during the End-User Phase as required by this Schedule;

End-User Phase means the use of the Development pursuant to the Permission following Practical Completion;

Local Businesses means companies, organisations or sole traders based and operating businesses in the Borough;

London Living Wage means the hourly rate of pay calculated and published from time to time by the GLA, the current rate (as at the date of this Agreement) being £13.15 per hour.

Part 1– Employment Initiatives

1. EMPLOYMENT STRATEGY STATEMENT

1.1 The Owner shall:

- 1.1.1 prior to carrying out the Preparatory Works, submit the Employment Strategy (Construction) to the Council for approval;
- 1.1.2 not carry out, suffer or permit the carrying out of the Preparatory Works until the Employment Strategy (Construction) has been approved by the Council (the "**Approved Employment Strategy (Construction)**");
- 1.1.3 thereafter use Reasonable Endeavours to implement and procure compliance with the Approved Employment Strategy (Construction) (or any amendment thereto which shall first be agreed and approved by the Council in writing before taking effect);
- 1.1.4 prior to Occupation of the Development, submit the Employment Strategy (End-User) to the Council for approval;
- 1.1.5 not Occupy the Development, or suffer or permit the Occupation of the Development until the Employment Strategy (End-User) has been approved by the Council (the "**Approved Employment Strategy (End-User)**");
- 1.1.6 thereafter use Reasonable Endeavours to implement and procure compliance with the Approved Employment Strategy (End-User) (or any amendment thereto which shall first be agreed and approved by the Council in writing before taking effect).

2. GENERAL EMPLOYMENT PROVISIONS

2.1 The Owner shall:

- 2.1.1 issue a written statement (substantially in the form set out in Part 2 of this Schedule) to prospective contractors and sub-contractors at the stage or stages at which work is tendered and to prospective tenants/owners of the commercial/business elements of the Development when first identified which sets out the obligations in this Schedule and the Owners' commitment to ensuring that the obligations contained in this Schedule are complied with; and
- 2.1.2 use Reasonable Endeavours to ensure that any contracts or sub-contracts contain appropriate provisions to require compliance with the obligations under this Schedule.

2.2 It is agreed by the parties that the Owner shall not be required to observe or perform any obligation in this Schedule if and to the extent that such observance or performance contravenes any statutory or regulatory requirement.

3. LOCAL EMPLOYMENT

3.1 The Owner shall:

- 3.1.1 advertise a minimum of 20 per cent of job vacancies for the Construction Phase exclusively to Local People through the Council's job-brokerage service for a period of at least two weeks;
- 3.1.2 use Reasonable Endeavours to ensure that 20 per cent of the job vacancies are filled by Local People for the Construction Phase;
- 3.1.3 provide the Council's Growth and Economic Development Team with monitoring returns in respect of the employment of Local People on a monthly basis during the Construction Phase of the Development unless otherwise agreed in the Approved Employment Strategy;
- 3.1.4 on a monthly basis for a period of 5 years (commencing on first Occupation of the Development), provide the Council's Growth and Economic Development Team with monitoring returns in respect of the employment of Local People during the End-User Phase of the Development unless otherwise agreed through the Approved Employment Strategy;
- 3.1.5 prior to Practical Completion, provide the Council's Growth and Economic Development Team with a schedule of baseline employment figures setting out the job vacancies expected to be created within the End-User Phase;
- 3.1.6 use Reasonable Endeavours to ensure that a minimum of 20 per cent of job vacancies for the End-User Phase are advertised exclusively to Local People through the Council's job-brokerage service for a period of at least two weeks; and
- 3.1.7 use Reasonable Endeavours to ensure that 20 per cent of job vacancies are filled by Local People for the End-User Phase;

3.2 upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires to confirm compliance with this paragraph 3 within two weeks of such request PROVIDED THAT nothing in this paragraph shall require the Owner to disclose to the Council information which the Owner deems to be of a commercially sensitive nature and/or information that the Owner holds which it is required to keep confidential by virtue of the Data Protection Act 2018.

4. LOCAL GOODS AND SERVICES

4.1 The Owner shall:

- 4.1.1 use Reasonable Endeavours to ensure that the total value of contracts procured from Local Companies and Suppliers based in the Borough throughout the Construction Phase shall be no less than 20 per cent of the total value of the goods and services procured;
- 4.1.2 report the value of all orders placed with Local Companies and Suppliers based in the Borough to the Council's Growth and Economic Development Team on the completion of the tendering stage for the Construction Phase; and
- 4.1.3 upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires to confirm compliance with this paragraph 4 within two weeks of such request PROVIDED THAT nothing in this paragraph shall require the Owner to disclose to the Council information which the Owner deems to be of a commercially sensitive nature and/or information that the Owner holds which it is required to keep confidential by virtue of the Data Protection Act 2018.

5. APPRENTICESHIPS

5.1 The Owner shall:

- 5.1.1 use Reasonable Endeavours to employ the Apprentices in accordance with the Apprentice Terms and this Schedule;
- 5.1.2 use Reasonable Endeavours to provide replacement Apprentices where an Apprentice resigns from or forfeits his or her place on an apprenticeship programme within one (1) calendar month of the relevant Apprentice withdrawing from the programme unless otherwise agreed in the Approved Employment Strategy; and
- 5.1.3 upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires to confirm compliance with obligations in this paragraph 5 within two weeks of such request PROVIDED ALWAYS THAT nothing in this paragraph shall require the Owner to disclose to the Council information which the Owner deems to be of a commercially sensitive nature and/or information that the Owner holds which it is required to keep confidential by virtue of the Data Protection Act 2018.

Part 2– Local Employment and Equal Opportunities Statement

As required by the Section 106 Agreement dated [REDACTED] between THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS (1) XXX (3) XXX LIMITED (4) XXX LIMITED (5) and XXX LIMITED (6) in respect of development at 7 Brannan Street, London (Plot F1, Wood Wharf) (the "**Development**"), the Owner hereby confirms that it is fully committed to participating in local employment initiatives of the Council, and to ensuring equal opportunities of employment and training for persons and businesses.

In order to ensure that the Development provides employment and business opportunities for the Local People in the Borough during the Development, all appointed contractors and subcontractors on the Development and prospective tenants/owners of the commercial element of the Development will be required to support this commitment and to assist in achieving these objectives. The Owner therefore gives notice that:

- The Council is the primary agency working for the recruitment of Local People and Local Companies or Suppliers and should be used as such.
- In relation to the Development, no less than 20 per cent of all placements created by the Construction Phase and End-User Phase of the Development must be advertised exclusively to Local People through the Council's job-brokerage service and Reasonable Endeavours must be made to achieve a target of 20 per cent employment of Local People.

- In relation to the Development, Reasonable Endeavours must be made to ensure that the total value of contracts procured from Local Companies and Suppliers throughout the Construction Phase are not less than 20 per cent of the total value of the goods and services procured.
- The Owner and its appointed contractors will ensure that it and all its contractors and sub-contractors and end user commercial tenants when first identified notify the Council as appropriate of job vacancies as soon as vacancies occur.
- The Owner and its contractors are required to provide the Council with a schedule/programme indicating both the opportunities for contracted and sub-contracted work and supplies, and non-technical jobs created during the Construction Phase prior to the Commencement Date of the Development.
- The Council requires regular monitoring reports in respect of the above obligations and any contractors and sub-contractors will be required to provide any information necessary to enable the Owner to comply with this obligation.
- The Owner and their contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
 - i) the Equality Act 2010;
 - ii) the Equality Act 2010 Code of Practice: Employment Statutory Code of Practice;
 - iii) Articles 13 and 141 of the EU Treaty Articles; and
 - iv) Codes and Regulations formulated under the above Acts and Directives.

SCHEDULE 5 - ARCHITECT RETENTION

Architect means Glenn Howells Architects Limited (trading as Howells) whose company registration number is 03993695 and whose registered address is 321 Bradford Street, Birmingham B5 6ET;

Condition means a condition attached to the Planning Permission which relates to the design of the Development;

Design Certifier means the Architect or an architect appointed in accordance with this Schedule to provide the Design Certification Report(s) to the Council who is adequately resourced by the Owner to review construction drawings and material amendments, carry out site visits and make regular submissions of Design Certification Report(s) to the Council as required; and

Design Certification Report means the report or reports to be submitted by the approved Design Certifier to the Council in accordance with this Schedule which confirm that the design quality and the original intent of the scheme will be maintained and delivered as permitted pursuant to the Permission.

- 1.1 The Owner covenants with and undertakes to the Council:
- 1.1.1 to use Reasonable Endeavours to ensure that the Architect continues to be employed as the lead architect throughout the Construction Phase, subject to:
- (a) reasonable commercial terms being agreed between the Architect and the Owner; and
 - (b) the Architect continuing to observe the commercial terms which have been agreed;
- 1.1.2 in the event that the Architect is not retained throughout the whole Construction Phase pursuant to paragraph 1.1.1 of this Schedule:
- (a) to notify the Council immediately of this fact and submit details to the Council for approval in writing of any replacement architect (who, for the avoidance of doubt, shall have appropriate expertise and be of the equivalent experience and expertise as the Architect in the nature of the design and delivery of the Development) and the reasons why a replacement architect is required;
 - (b) together with the notification referred to in paragraph Schedule 51.1.2(a) of this Schedule, to request that the Council confirms whether:
 - (i) the replacement architect shall be appointed as Design Certifier; or
 - (ii) another suitable architect should be appointed as Design Certifier; or
 - (iii) a Design Certifier is not required to be appointed;
- 1.1.3 save for in circumstances where a Design Certifier is not required pursuant to either paragraphs 1.1.1 or Schedule 51.1.2(b)(iii) of this Schedule, not to Commence Development unless and until the Design Certifier has been appointed by the Owner and written evidence of the appointment (together with terms of appointment) have been provided to the Council; and
- 1.1.4 save for in circumstances where a Design Certifier is not required pursuant to paragraphs 1.1.1 or Schedule 51.1.2(b)(iii) of this Schedule; the Owner shall not Practically Complete the Development or any Phase thereof or continue to carry out any works or procure the carrying out of any works unless the Design Certification Report(s) prepared by the Design Certifier have been approved by the Council pursuant to paragraph 2.3 of this Schedule

- 1.2 The Owner shall not submit the following applications to the Council unless the approved Design Certifier has reviewed and submitted Design Certification Report(s), save for in circumstances where a Design Certifier is not required pursuant to either paragraph 1.1.1 or paragraph 1.1.2(b)(iii) of this Schedule:
- 1.2.1 any applications under section 96A of the 1990 Act;
 - 1.2.2 applications under Section 73 of the 1990 Act; and
 - 1.2.3 approval of details under a Condition of the Permission.

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SCHEDULE 6 - TRAVEL PLANS

1. DEFINITIONS

In this Schedule 6 the following expressions shall have the following meanings:

Annual Monitoring Report means a report setting out a review of the operation of the Workplace Travel Plan.

Framework Travel Plan means the travel plan prepared by Steer Group and dated February 2024 in respect of the Development submitted with the Application.

Independent Field Company means a reputable TRICS approved company or individual with not less than five years' experience carrying out travel plan monitoring.

iTRACE means an online tool that helps users develop and monitor travel plans in London consisting of two key elements: (1) a range of tools which organisations may use to develop their travel plan and (2) a travel plan project management application for use by local Councils' travel plan officers.

Student Travel Plan means a Travel Plan relating to the Student Accommodation.

Travel Plan means a plan setting out a package of Travel Plan Measures to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Development and which shall:

- (a) accord with the principles set out in the Framework Travel Plan;
- (b) be compliant with TRICS / iTRACE (or whatever method approved by TFL is in existence at the time Permission is granted).

Travel Plan Co-ordinator means an experienced person who shall be responsible for securing the implementation, compliance and the day-to-day management of the steps identified in each Travel Plan.

Travel Plan Measures means (but is not limited to) the following measures and initiatives to be included in all Travel Plans (as applicable):

- (a) a specimen welcome pack for all Occupiers;
- (b) initiatives to promote cycling and walking with the aim of increasing the cycling mode share above the baseline 5%;
- (c) publicity of the use of public transport (including rail, tube and bus);
- (d) provision and promotion of public transport information (for example, maps, routes and timetables etc.);
- (e) objectives and targets over the life of each Travel Plan;
- (f) promotion of car sharing and car clubs;
- (g) use of less polluted vehicles where practicable (for example, vehicles powered by gas and electricity); and
- (h) initiatives to affect change in the mode share of trips in line with the targets set in the Mayor of London's Transport Strategy and the Council's Transport Strategy and Local Plan as at the date of the Permission.

TRICS means the national standard system of trip generation analysis in the UK which is marketed and managed by the TRICS Consortium Limited.

Workplace Travel Plan means a Travel Plan relating to the Commercial Floorspace.

2. SUBMISSION OF STUDENT TRAVEL PLAN

2.1 The Owner shall:

- 2.1.1 submit a Student Travel Plan to the Council for its approval prior to first Occupation of the Student Accommodation;
- 2.1.2 not Occupy nor permit Occupation of the Student Accommodation until the Student Travel Plan has been approved by the Council in writing (the **"Approved Student Travel Plan"**); and
- 2.1.3 implement and procure compliance with the Approved Student Travel Plan (subject to any variations as may be agreed from time to time in writing between the Owner and the Council) for the first five (5) years of Occupation of the Student Accommodation.

3. STUDENT TRAVEL PLAN MONITORING

3.1 The Owner shall:

- 3.1.1 prior to first Occupation of the Student Accommodation, submit details of the proposed Travel Plan Co-ordinator for the Student Travel Plan (including terms of appointment) to the Council for approval in writing;
- 3.1.2 not Occupy or permit Occupation of the Student Accommodation until the Travel Plan Co-ordinator for the Student Travel Plan and the terms of its appointment have been submitted pursuant to paragraph 3.1.1 of this Schedule 6 have been approved by the Council;
- 3.1.3 prior to first Occupation of a Student Accommodation Unit provide the Council for approval details of the Independent Field Company to undertake the monitoring of the Student Travel Plan;
- 3.1.4 not Occupy nor permit Occupation of any Student Accommodation Unit until the Independent Field Company has been approved by the Council pursuant to paragraph 3.1.3 of this Schedule 6 (the **"Approved Independent Field Company"**);
- 3.1.5 submit an Annual Monitoring Report (verified by the Approved Independent Field Company) to the Council every twelve (12) months from the date of first Occupation of a Student Accommodation Unit until at least five years from the date of Occupation of the final Student Accommodation Unit comprised in the Development, such report to demonstrate how the Approved Student Travel Plan has operated during the previous 12 month period and shall thereafter procure that the objectives and or targets of the Approved Student Travel Plan continue to be achieved for the duration of the beneficial use of the Development; and
- 3.1.6 in the event that the Annual Monitoring Report shows that the Approved Student Travel Plan's objectives and or targets have not been met in any respect then the Owner shall within two (2) calendar months indicate to the Council the measures that it will take in order to secure that the Approved Student Travel Plan's objectives and or targets are met and it shall thereafter carry out the new measures so as to ensure that the Approved Student Travel Plan's objectives and or targets are met and adhered to.

4. SUBMISSION OF WORKPLACE TRAVEL PLAN

4.1 The Owner shall:

- 4.1.1 submit a Workplace Travel Plan to the Council for its approval prior to first Occupation of the Commercial Floorspace;
- 4.1.2 not Occupy nor permit Occupation of the Commercial Floorspace until the Workplace Travel Plan has been approved by the Council in writing (the “**Approved Workplace Travel Plan**”); and
- 4.1.3 implement and procure compliance with the Approved Workplace Travel Plan (subject to any variations as may be agreed from time to time in writing between the Owner and the Council) for the first five (5) years of Occupation of the Commercial Floorspace.

5. WORKPLACE TRAVEL PLAN MONITORING

5.1 The Owner shall:

- 5.1.1 prior to first Occupation of the Commercial Floorspace, submit details of the proposed Travel Plan Co-ordinator for the Workspace Travel Plan (including terms of appointment) to the Council for approval in writing;
- 5.1.2 not to Occupy or permit Occupation of the Commercial Floorspace until the Travel Plan Co-ordinator for the Workspace Travel Plan and the terms of its appointment have been submitted pursuant to paragraph 5.1.1 of this Schedule 6 have been approved by the Council;
- 5.1.3 within six (6) months of first Occupation of the Commercial Floorspace, to provide to the Council for approval details of the Independent Field Company that shall undertake the monitoring of the Workspace Travel Plan (the “**Approved Independent Field Company (Workspace)**”);
- 5.1.4 submit an Annual Monitoring Report (verified by the Approved Independent Field Company (Workspace)) in respect of the Workspace Travel Plan to the Council every twelve (12) months from the date of first Occupation of the Commercial Floorspace, such report to demonstrate how the Approved Student Travel Plan has operated during the previous 12-month period and shall thereafter procure that the objectives or targets of the Approved Workplace Travel Plan continue to be achieved for the duration of the beneficial use of the Development; and
- 5.1.5 in the event that a Travel Plan Monitoring Report shows that the Approved Workspace Travel Plan’s objectives and/or targets have not been met in any respect, then the Owner shall within two (2) calendar months indicate to the Council the measures that it will take in order to secure that the Approved Workspace Travel Plan’s objectives and/or targets will be met and it shall thereafter carry out the new measures so as to ensure that the Approved Workspace Travel Plan’s objectives and or targets are met and adhered to.

SCHEDULE 7 - CAR-FREE DEVELOPMENT

1. DEFINITIONS

In this Schedule the following expressions shall have the following meanings:

Blue Badge means a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other succession or alternative legislation;

Cycle Club Scheme means a scheme to be submitted by the Owner to the Council to set out how cycle and maintenance training and equipment will be made available to residents of the Development, including the programme of implementation and duration of the scheme;

Parking Permit means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a controlled parking zone and "Parking Permits" shall be construed accordingly; and

Permit Transfer Scheme means a scheme operated by the Council (or any amendment thereto) which permits residents of the Borough to keep one on-street parking permit in accordance with the eligibility criteria of that scheme

2. CAR FREE DEVELOPMENT

2.1 The Owner covenants with and undertakes to the Council under the power granted by section 16 of the Greater London Council (General Powers) Act 1974 in relation to all controlled parking zones surrounding and within the Development to:-

2.1.1 waive all and any rights and entitlements of Occupiers of the Development to be granted a Parking Permit (unless they are the holder of a Blue Badge);

2.1.2 in any grant of a licence, first disposal and/ or letting of any individual Student Accommodation Unit within the Development, to:-

(a) inform all licensees or tenants that the person acquiring or Occupying the unit is not to apply to the Council for a Parking Permit (unless they are the holder of a Blue Badge);

(b) inform all licensees or tenants that the person Occupying the unit shall not be eligible to be granted a Parking Permit (unless they are the holder of a Blue Badge);

(c) inform all licensees or tenants that the Council would refer to the provisions of this paragraph 2 in its refusal to grant a Parking Permit; and

(d) include in all licenses and leases of any such individual unit covenants dealing with the matters referred to in this Schedule 7;

2.1.3 upon the receipt of a written request from the Council, to provide to the Council such information as the Council reasonably requires regarding compliance with this Schedule 7; and

2.1.4 to maintain a management system to ensure that the provisions of this Schedule 7 are complied with for the lifetime of the Development.

2.2 This Schedule 7 does not prevent residents, workers or visitors of the Development from parking cars or vehicles on the Site, nor does it preclude the operation of the Permit Transfer Scheme.

3. CYCLE CLUB SCHEME

- 3.1 To submit the Cycle Club Scheme to the Council for its written approval prior to Occupation of any Student Accommodation Unit and not to Occupy any Student Accommodation Unit until the Cycle Club Scheme has been approved by the Council in writing.
- 3.2 To implement the approved Cycle Club Scheme in accordance with its terms.

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SCHEDULE 8 - 'BE SEEN' ENERGY MONITORING

1. DEFINITIONS

In this Schedule the following expressions shall have the following meanings:

Building means the building to be constructed on the Site as part of the Development; and

Defects Liability Period means such period of time following Practical Completion of the Building in which a contractor may remedy defects as may be included in the building contract for the Building.

2. 'BE SEEN' ENERGY MONITORING

- 2.1 Prior to the Building being Occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Building, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'in-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 2.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for the Building as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years
- 2.3 In the event that the 'In-use stage' evidence submitted under paragraph 2.2 of this Schedule shows that the 'as-built stage' performance estimates derived from paragraph 2.1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. As soon as reasonably practicable thereafter an action plan comprising measures identified in paragraph 2.2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 9 - AFFORDABLE STUDENT ACCOMMODATION

1. STUDENT ACCOMMODATION UNIT DESIGN AND RESTRICTION ON OCCUPATION OF PRIVATE STUDENT ACCOMMODATION UNITS

- 1.1 The Owner shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are of equivalent quality to the Private Student Accommodation Units and in accordance with the Student Accommodation Plan;
- 1.2 None of the Private Student Accommodation Units shall be Occupied until:-
- 1.2.1 the Baseline Affordable Student Accommodation Units
- (a) have been provided in accordance with the Student Accommodation Plan submitted to the Council; and
- (b) have been Practically Completed and made ready for Occupation; and
- 1.2.2 the Owner has complied with paragraph 2.1 of this Schedule.

2. USE AS AFFORDABLE STUDENT ACCOMMODATION

- 2.1 The Owner shall not, save as otherwise provided for in this Agreement, permit Occupation of the Affordable Student Accommodation Units during the Academic Year for any purpose other than Affordable Student Accommodation for the duration of the permitted use of the Development.

3. AFFORDABLE RENTS

- 3.1 Subject to paragraph 3.3 of this Schedule, the rent charges (inclusive of service charge, utilities and estate charges) for the first letting of any Affordable Student Accommodation Units shall not exceed the London Student Accommodation Affordable Rent applicable at the date of the relevant letting and thereafter any annual increases in such rent charges shall be capped at the increase in the CPI Index plus one per cent;.
- 3.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Owner shall once every three years from the date of the First Occupation of the Development submit to the Council a report detailing:
- 3.2.1 the current rent charges (inclusive of service charge, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
- 3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1) require recalibration with effect from the start of the next Academic Year to reflect the most recently published London Student Accommodation Affordable Rent
- PROVIDED THAT such rent charges shall thereafter be subject to annual increases capped at the increase in the CPI Index plus one per cent, subject to the submission of reports pursuant to this paragraph 3.2
- 3.3 In the event that the London Student Accommodation Affordable Rent ceases to be published, the Owner covenants that:
- 3.3.1 the proposed rent charges (inclusive of service charge, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, shall not exceed the higher of:
- (a) 55 per cent of the maximum income that a new full-time student studying in London and living away from home could receive from the Government's

maintenance loan for living costs for that Academic Year or from any other Government financial support; and

- (b) 55 per cent of £12,667 (being the maximum student maintenance loan (living away from parents, in London) level at the date hereof), increased in line with any annual increase in the CPI Index plus one per cent between the date hereof and the date on which the rent is set

PROVIDED THAT such rent charges shall thereafter be subject to annual increases capped at the increase in the CPI Index plus one per cent, subject to the submission of reports pursuant to [paragraph 5\(b\)](#).

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SCHEDULE 10 - AFFORDABLE STUDENT ACCOMMODATION EARLY-STAGE VIABILITY REVIEW

1. DEFINITIONS

In this Schedule the following expressions shall have the following meanings:

Additional Affordable Student Accommodation Scheme means a scheme to be prepared by the Owner and submitted to the Council if required in accordance with this Schedule 10 detailing the Additional Affordable Student Accommodation Units to be provided which (a) confirms which Private Student Accommodation Units are to be allocated as Affordable Student Accommodation; (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Student Accommodation Unit; (c) provides a timetable for construction and delivery of the Additional Affordable Student Accommodation Unit(s);

Average Affordable Student Accommodation Unit Value means the average value of the Affordable Student Accommodation Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;

Average Private Student Accommodation Unit Value means the average value of Private Student Accommodation Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;

Build Costs means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices; and
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses

Development Viability Information means the information required by Formula 1a and Formula 2 including:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Private Student Accommodation Unit Value; and
- (d) Average Affordable Student Accommodation Unit Value,

and including in each case supporting evidence to the Council's reasonable satisfaction;

Estimated Build Costs means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
- (b) the actual Build Costs incurred at the Review Date;

Estimated GDV means the price at which a sale of the Development would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to [paragraph 2.1](#) of Schedule 4 based on detailed comparable market evidence to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) the obligations imposed under this Agreement;
- (c) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (e) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

External Consultant means the external consultant(s) appointed by the Council to assess the Development Viability Information;

Formula 1a means the formula identified as “Formula 1a” within the annex to this Schedule;

Formula 2 means the formula identified as “Formula 2” within the annex to this Schedule;

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

Grant Date means the date on which the Permission is issued by the Council;

House Prices Index means the House Prices Index published monthly by the Office for National Statistics or, if the House Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

London Student Accommodation Affordable Rent means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor’s Annual Monitoring Report;

Market Value means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) the obligations imposed under this Agreement;
- (c) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (e) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

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

Review Date means the date of the submission of the Development Viability Information pursuant to [paragraph 2.1](#) of this Schedule;

Service Charges means all amounts payable by a tenant of the relevant London Affordable Rented Student Accommodation Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Student Accommodation Unit;

Substantial Implementation means the following has been completed:

- (a) all ground preparation works; and
- (b) construction up to the second-floor slab;

Substantial Implementation Target Date means thirty-six (36) months and six (6) weeks from the Grant Date and which will be extended day for day by any period to account for any Proceedings which shall continue to extend until those Proceedings are Finally Determined with the result that the Planning Permission is not quashed.

Part 1 – Affordable Student Accommodation Provision

2. AFFORDABLE STUDENT ACCOMMODATION MINIMUM AND MAXIMUM PROVISION

2.1 The Owner shall provide:

- 2.1.1 no less than the Baseline Affordable Student Accommodation Units as part of the Development on the Site; and
- 2.1.2 the level of Additional Affordable Student Accommodation Units which the Development Viability Information shows should be provided,

PROVIDED THAT the maximum total of the Baseline Affordable Student Accommodation Units and the Additional Affordable Student Accommodation Units shall together not exceed the equivalent of 50 per cent of the Student Accommodation by habitable room.

Part 2– Submission of Early-Stage Viability Review Information and Use of Surplus Profit

3. EARLY-STAGE VIABILITY REVIEW TRIGGER

- 3.1 The Owner shall notify the Council's Development Viability Team in writing of the date on which it considers that Substantial Implementation of the Development has occurred no later than 10 (ten) Working Days after such date and such notice shall be accompanied by documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation of the Development has occurred and whether it occurred on or before the Substantial Implementation Target Date.
- 3.2 No later than 5 (five) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation of the Development has occurred on or before the Substantial Implementation Target Date.

- 3.3 Following the Owner's notification pursuant to paragraph 3.1 of Part 2 of this Schedule, the Owner shall afford the Council (and their agents) access to the Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation of the Development PROVIDED ALWAYS THAT the Council (or its agents) shall:
- 3.3.1 provide the Owner with reasonable prior written notice of its intention to carry out such an inspection and the date(s) on which the Council require access to the Site;
 - 3.3.2 comply with relevant health and safety legislation throughout the duration of the inspection; and
 - 3.3.3 at all times be accompanied by the Owner or its appointed contractor or agent.
- 3.4 No later than 20 Working Days after the Council receives:
- 3.4.1 notice pursuant to paragraph 3.1 of Part 2 of this Schedule; or
 - 3.4.2 if the Council makes a request under paragraph 3.2 of Part 2 of this Schedule, the additional documentary evidence,
- the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 20 (twenty) Working Days of the inspection date as to whether the Council considers that the works undertaken amount to Substantial Implementation of the Development and whether Substantial Implementation of the Development occurred on or before the Substantial Implementation Target Date.
- 3.5 If the Council notifies the Owner that the Council considers that Substantial Implementation of the Development has not been achieved then [this paragraph 1](#) shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to [paragraph 1.4](#) of Part 2 of this Schedule.
- 3.6 The Owner shall not Occupy the Development or any part thereof until:
- 3.6.1 the Council has notified the Owner pursuant to [paragraph 1.4](#) of Part 2 of this Schedule that Substantial Implementation of the Development has been achieved on or before the Substantial Implementation Target Date;
 - 3.6.2 the Council has notified the Owner pursuant to [paragraph 3.4](#) of Part 2 of this Schedule that no Additional Affordable Student Accommodation Units are required; or
 - 3.6.3 if the Council notifies the Owner pursuant to [paragraph 3.4](#) of Part 2 of this Schedule that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to [paragraph 3.4](#) or [3.5](#) of Part 2 of this Schedule.

4. SUBMISSION OF DEVELOPMENT VIABILITY AND OTHER INFORMATION

- 4.1 Where it has been determined that Substantial Implementation of the Development has not occurred before the Substantial Implementation Target Date by the Council under [paragraph 1.4](#) of Part 2 of this Schedule or by an Expert pursuant to Clause 21 of this Agreement:
- 4.1.1 the Owner shall submit the following information to the Development Viability Team of the Council no later than 20 Working Days after the date on which the Owner is notified pursuant to [paragraph 1.4](#) or [1.5](#) of Part 2 of this Schedule that the Substantial Implementation of the Development has been achieved on the basis that the Council may make such information publicly available:
 - (a) the Development Viability Information;

- (b) a written statement that applies the Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation Units can be provided; and
- (c) where such written statement confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme should be submitted; and

4.1.2 paragraphs 3 and 4 of Part 2 of this Schedule shall apply.

5. ASSESSMENT OF DEVELOPMENT VIABILITY AND OTHER INFORMATION

- 5.1 The Council shall assess the information submitted pursuant to paragraphs 1 of Part 2 of this Schedule 4 and assess whether in its view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 5.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of Part 2 of this Schedule.
- 5.3 In the event that the Council and or the External Consultant reasonably requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2.
- 5.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of Part 2 of this Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Student Accommodation Units are required and whether the Additional Affordable Student Accommodation Scheme submitted pursuant to paragraph 2.1.1(c) of Part 2 of this Schedule is approved.
- 5.5 Where the Council concludes that Additional Affordable Student Accommodation Units are required but the Owners' initial submission concluded otherwise, the Owner shall provide an Additional Affordable Student Accommodation Scheme to the Council for approval within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraphs 3.4 of Part 2 of this Schedule.
- 5.6 If it is agreed in writing or determined by the Expert following assessment pursuant to paragraph 3.4 of Part 2 of this Schedule that:
 - 5.6.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Student Accommodation Units pursuant to Formula 2; or
 - 5.6.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Student Accommodation Units pursuant to Formula 2,

then in either scenario the Owner shall pay any surplus profit allocable to any incomplete Additional Affordable Student Accommodation Unit to the Council as a financial contribution towards offsite Affordable Housing.

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

6. DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION UNITS

- 6.1 When it is determined pursuant to [paragraph 3.4](#) that one or more Additional Affordable Student Accommodation Units are required the Owner shall not Occupy more than 50% (fifty per cent) of the Private Student Accommodation Units unless and until it has:

6.1.1 Practically Completed all of the Additional Affordable Student Accommodation Units in accordance with the Additional Affordable Student Accommodation Scheme approved by the Council and made available for Occupation; and

6.1.2 paid any remaining surplus profit pursuant to [paragraph 3.6](#) to the Council towards the delivery of offsite Affordable Student Accommodation within the Council's administrative area.

- 6.2 The parties agree that the terms of [Part 1](#) of [this Schedule 4](#) shall apply mutatis mutandis to the provision of any Additional Affordable Student Accommodation Units.

7. PUBLIC SUBSIDY

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

ANNEX TO SCHEDULE 10 - AFFORDABLE STUDENT ACCOMMODATION FORMULAE**FORMULA 1a (Surplus profit available for additional affordable student accommodation units)**

X = Surplus profit available for Additional Affordable Student Accommodation Units

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

Where:

- A** = Estimated GDV for the Private Student Accommodation Units at the Review Date as determined at the time of the Viability Review (£)
- B** = $A \div (C + 1)$ Assumed application stage GDV for Private Student Accommodation Units at the date of planning permission (£)
- C** = Percentage change in value for the Private Student Accommodation Units from the date of the Planning Permission to the Review Date as determined at the time of the Viability Review (£) based on percentage change in the House Prices Index for the postcode area for the Site (decimal output, e.g 5% change would be 0.05).
- D** = Estimated Build Costs at the Review Date as determined at the time of the Viability Review (£)
- E** = Assumed Application Stage Build Costs at the date of the Planning Permission (£) to be calculated using the following formula: $D / (F + 1)$
- F** = Percentage change in Build Costs from the date of the Planning Permission to the Review Date with reference to the BCIS All-In Tender Price Index (%)
- P** = Developer profit on change in GDV of the Private Student Accommodation Units (£) to be calculated using the following formula - $(A - B) * Y$
- Y** = Developer Profit of 15 percent (%) on gross development value of the Private Student Accommodation Units as determined as part of the Viability Review Target Return

FORMULA 2 (Additional affordable student accommodation units)

X = Additional Affordable Student Accommodation Unit requirement (Habitable Rooms)

$$X = (E * F) / (A - B) / D$$

A = Average value of Private Student Accommodation Unit/square metre (£)

B = Average value of Affordable Student Accommodation Unit/square metre (£)

D = Average Habitable Room size for Development (sqm)

E = Surplus profit available for Additional Affordable Student Accommodation (as determined applying Formula 1) (£)

F = Percentage of surplus profit available for Additional Affordable Student Accommodation Units (%)

The Council's Development Viability Team contact information:

Address;
Development Viability
Infrastructure planning service
Tower Hamlets Town Hall,
160 Whitechapel Road,

London E1 1BJ
viability@towerhamlets.gov.uk

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SCHEDULE 11 - STUDENT ACCOMMODATION

DEFINITIONS

In this Schedule the following expressions shall have the following meanings:

Affordable Nominations Agreement means a Nominations Agreement in respect of all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units

Affordable Student Housing Allocation Mechanism means the affordable student housing allocation mechanism for the Owner to establish the most suitably qualified students to occupy the Affordable Student Housing Units approved by the Council under [paragraph 2.8.2](#) of this Schedule;

Education Institution means any educational establishments or institutions to be attended by Students;

Higher Education Institution means an education institution recognised by the Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education;

Interested Higher Education Institution means the Higher Education Institution with whom the Owner has entered into a Nominations Agreement from time to time;

Nominations Agreement means a completed and binding agreement with a Higher Education Institution (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that either: (a) secures the operation and management of Nominations Units by the Higher Education Institution directly; or (b) grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nominations Units and in a form that is to the Council's reasonable satisfaction;

Nominations Units means the Student Accommodation Units which are subject to a Nominations Agreement which, subject to the provisions of paragraph 1 of this Schedule, shall be a minimum of 465 Student Accommodation Units (being 51% of the Student Accommodation Units) comprising (a) all of the Baseline Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units; and (b) not less than 145 Private Student Accommodation Units (being 16% of the Student Accommodation Units);

Private Nominations Agreement means a Nominations Agreement in respect of not less than 145 Private Student Accommodation Units (being 16% of the Student Accommodation Units);

Wheelchair Units (Accessible) means Student Accommodation Units which are constructed and fitted out to wheelchair accessible standards in accordance with Part M of Schedule 1 of the Building Regulations 2010 and Volume 2 of Approved Document M (access to and use of buildings other than dwellings);

Wheelchair Units (Adaptable) means Student Accommodation Units which are constructed and fitted out to be easily adaptable to wheelchair accessible standards in accordance with Part M of Schedule 1 of the Building Regulations 2010 and Volume 2 of Approved Document M (access to and use of buildings other than dwellings);

Wheelchair Units (Additional) means Wheelchair Units (Convertible) which are adapted so that they meet wheelchair accessible standards in accordance with Part M of Schedule 1 of the Building Regulations 2010 and Volume 2 of Approved Document M (access to and use of buildings other than dwellings); and

Wheelchair Units (Convertible) means Student Accommodation Units which are constructed and fitted out so that they may be adapted to meet wheelchair accessible standards in accordance with Part M of Schedule 1 of the Building Regulations 2010 and Volume 2 of Approved Document M (access to and use of buildings other than dwellings);

Wheelchair Units (Convertible) Monitoring Period means the period starting on the first anniversary of first Occupation of the Student Accommodation and ending on the fifth anniversary of first Occupation of the Student Accommodation and

Wheelchair Units (Hoist) means Student Accommodation Units which are constructed and fitted out to be easily adaptable to wheelchair accessible standards including a tracked hoist system in accordance with Part M of Schedule 1 of the Building Regulations 2010 and Volume 2 of Approved Document M (access to and use of buildings other than dwellings) and a connecting door to an adjoining bedroom for use by an assistant or companion”.

1. NOMINATIONS AGREEMENT

1.1 The Owner covenants with the Council to:

1.1.1 enter into an Affordable Nominations Agreement prior to First Occupation of the Student Accommodation; and

1.1.2 use Reasonable Endeavours to:

(a) enter into a Private Nominations Agreement prior to both:

(i) First Occupation of the Student Accommodation; and

(ii) the first Occupation in any Academic Year;

(b) maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum 145 Private Student Accommodation Units (being 16% of the Student Accommodation Units).

PROVIDED THAT (1) paragraph 1.1.2(b) shall not require the Owner to apply the Private Nominations Agreement to a greater number of Private Student Accommodation Units beyond the minimum 145 than it would be reasonable to expect a competent commercial developer to do in the context of the Development; and (2) there may be one or more Nominations Agreement comprising the Affordable Nominations Agreement and the Private Nominations Agreement.

1.2 The Owner covenants not to First Occupy the Student Accommodation (or first Occupy it in any Academic Year) unless and until:-

1.2.1 Subject to paragraph 1.3, the Owner has entered into an Affordable Nominations Agreement and provided evidence of the same to the Council's satisfaction; and

1.2.2 the Owner has either:

(a) entered into a Private Nominations Agreement and provided evidence of the same to the Council's satisfaction (such evidence to include details of how the Owner has complied with its obligation pursuant to paragraph Schedule 111.1.2(b) to maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies);

(b) used Reasonable Endeavours to enter into a Private Nominations Agreement and maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies but has been unable to enter into a Private Nominations Agreement and provided the Council with satisfactory evidence of:

(i) the use of such Reasonable Endeavours; and

(ii) the reasons for having failed to enter into a Private Nominations Agreement

- 1.3 Where paragraph 1.2.2(b) applies and the Council has confirmed in writing that it is satisfied the Owner has used Reasonable Endeavours to enter into a Private Nominations Agreement and maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies, the Owner may Occupy the Student Accommodation in the absence of a Private Nominations Agreement subject to compliance with the following obligations
- 1.3.1 the Owner shall continue to use its Reasonable Endeavours to enter into a Private Nominations Agreement and maximise the number of Private Student Accommodation Units to which the Private Nominations Agreement applies beyond the minimum 145 Private Student Accommodation Units (being 16% of the Student Accommodation Units);
- 1.3.2 the Owner shall report to the Council in writing every 3 (three) months with such information as the Council reasonably requests to enable the Council to determine whether the Owner's obligations in paragraph 1.3.1 above are being Complied with;
- 1.4 subject to paragraph 1.3, the Owner covenants with the Council to maintain an Affordable Nominations Agreement for the lifetime of the Development and not to permit Occupation of the Student Accommodation without a binding Affordable Nominations Agreement in place.
- 1.5 If at any time during the lifetime of the Development there is no Private Nominations Agreement in full force and effect, it is hereby agreed that the Owner may Occupy the Student Accommodation in the absence of a Private Nominations Agreement subject to compliance by the Owner with the obligations in paragraph 1.3.1 to 1.3.2 above.
- 1.6 The Owner covenants with the Council to notify the Council in writing upon
- 1.6.1 the expiry or termination of a Nominations Agreement; and
- 1.6.2 the completion of any new Nominations Agreement, such notice to include a copy of the completed Nominations Agreement.

2. OCCUPATION OF STUDENT ACCOMMODATION DURING ACADEMIC YEAR

- 2.1 The Owner covenants that during the Academic Year the Student Accommodation shall:
- 2.1.1 only be offered for Occupation to one of the following Students and in the following order of priority (from highest to lowest)
- (a) to Students enrolled at the Interested Higher Education Institution;
- (b) to Students enrolled at Higher Education Institutions based in the Borough;
- (c) any other Students enrolled at Higher Education Institutions;

3. OCCUPATION OF STUDENT ACCOMMODATION OUTSIDE ACADEMIC YEAR

- 3.1 Subject to paragraph 4 of this Schedule the Owner may actively market the Student Accommodation (and use Reasonable Endeavours to secure its Occupation) outside the Academic Year:-
- 3.1.1 to any Student enrolled on a recognised educational course or placement;
- 3.1.2 as temporary accommodation for uses related to a Higher Education Institution's educational and conference operation including accommodation for temporary summer school students;
- 3.1.3 as temporary accommodation for uses related to an Education Institution educational and conference operation including the Student Accommodation of temporary 'summer school' students;

- 3.1.4 as temporary accommodation for users related to a Higher Education Institution including academics, postgraduates or lecturers;
- 3.1.5 to any delegates of an Education Institution; or
- 3.1.6 to such other class of user as may be agreed in writing with the Council.

or such other class of user as agreed with the Council in writing at an equivalent daily rate to that charged to Students of Private Student Accommodation Units.

4. STUDENT ACCOMMODATION (GENERAL PROVISIONS)

4.1 The Owner covenants with the Council as follows

- 4.1.1 to ensure that the temporary Occupation of Student Accommodation outside the Academic Year pursuant to paragraph 3.1 of this Schedule shall not:
 - (a) result in a material change of use of the Student Accommodation for the purposes of section 55 of the 1990 Act; or
 - (b) disrupt the Occupation of the Student Accommodation during the Academic Year pursuant to paragraph 3 of this Schedule;
- 4.1.2 to ensure that each Student Accommodation Unit is used at all times as a single planning unit;
- 4.1.3 to ensure that the Student Accommodation is used and occupied for no purpose other than its permitted use as student accommodation save as otherwise permitted under this Agreement;
- 4.1.4 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit; and
- 4.1.5 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule.

5. WHEELCHAIR ACCESSIBLE STUDENT ACCCOMMODATION UNITS

5.1 The Owner shall provide in the locations submitted to and approved by the Council pursuant to the Permission:

- 5.1.1 no less than 5% of the Student Accommodation Units as Wheelchair Units (Accessible);
- 5.1.2 no less than 5% of the Student Accommodation Units as Wheelchair Units (Adaptable); and
- 5.1.3 no less than 5% of the Student Accommodation Units as Wheelchair Units (Convertible)
- 5.1.4 no fewer than 1 of the Wheelchair Units (Accessible) as Wheelchair Units (Hoist).

5.2 Prior to the start of each Academic Year during the Wheelchair Units (Convertible) Monitoring Period,

- 5.2.1 the Owner shall provide to the Council for its approval an assessment of the need for Wheelchair Units (Additional) during the previous Academic Year;
- 5.2.2 following receipt of the information provided under paragraph 5.2.1 of this Schedule (and any further information that the Council may reasonably require), the Council shall confirm in writing whether the Owner is required to convert one or more of the Wheelchair Units

(Convertible) into Wheelchair Units (Additional) (the “**Wheelchair Units (Additional) Confirmation**”), such confirmation to specify the number of Wheelchair Units (Convertible) that must be converted into Wheelchair Units (Additional); and

- 5.2.3 if required pursuant to paragraph 5.2.2 of this Schedule, the Owner shall convert the Wheelchair Units (Convertible) into Wheelchair Units (Additional) in accordance with the Wheelchair Units (Additional) Confirmation PROVIDED THAT, if it is not reasonably practicable to convert the relevant Wheelchair Units (Convertible) into Wheelchair Units (Additional) prior to the start of the Academic Year immediately following receipt of the Wheelchair Units (Additional) Confirmation, then the Owner shall convert those Wheelchair Units (Convertible) into Wheelchair Units (Additional) as soon as reasonably practicable thereafter.

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SCHEDULE 12 - PUBLIC REALM

1. DEFINITIONS

In this Schedule 12 the following expressions shall have the following meanings:

Plot C1 means Development Plot C1 as defined in the Wood Wharf Agreement;

Pontoons means the pontoons for the mooring of houseboats in Blackwall Basin associated with the Development and to be provided in the approximate location as shown on the Pontoons Plan;

Pontoons Plan means the plan at [Appendix 2 to this Schedule];

Public Realm means the areas of public realm shown [edged red] on the Public Realm Plan to be provided on the Site for the purposes of public use and recreation;

Public Realm Management Plan means a written strategy to be submitted for the Council's approval for the management of the Public Realm that includes (but not limited to) access, cleaning, maintenance, lighting, safety, security, rules and regulation for the Public Realm, and/or any replacement of or amendment to such plan as may be approved by the Council from time to time;

Public Realm Plan means the plan at [Appendix 1 to this Schedule]; and

Wood Wharf Agreement means the agreement dated 24 December 2014 entered into pursuant to section 106 of the Act in respect of the planning permission of the same date with reference PA/13/02966.

2. PUBLIC REALM MANAGEMENT PLAN

2.1 Unless otherwise agreed with the Council in writing, the Owner shall:

2.1.1 submit the Public Realm Management Plan to the Council for approval prior to first Occupation;

2.1.2 not Occupy the Development until the Public Realm Management Plan has been approved in writing by the Council (the "**Approved Public Realm Management Plan**"); and

2.1.3 implement and procure compliance with the Approved Public Realm Management Plan for the duration of the beneficial use of the Development.

3. PUBLIC ACCESS

3.1 Unless otherwise agreed with the Council in writing, and subject to paragraphs 3.2 and 3.3 of this Schedule, the Owner shall:

3.1.1 ensure that the Public Realm remains available for public access and use for the duration of the beneficial use of the Development in accordance with the Approved Public Realm Management Plan; and

3.1.2 ensure that the Public Realm shall be accessible to the public at all times (including any public holidays and bank holidays) and that, from the day it has been brought into beneficial use, the public shall be permitted continuous, unrestricted access to pass and re-pass through the Public Realm free of charge on foot and/or pedal cycle.

3.2 The parties agree and acknowledge that the obligations at paragraph 3.1 of this Schedule shall not preclude the placement of tables and chairs in the Public Realm PROVIDED THAT, in the event that tables and chairs are placed within the Public Realm, the Public Realm shall remain generally available for public access and use in accordance with paragraph 3.1.

- 3.3 The Public Realm may be temporarily closed to the public or to individual members of the public (as appropriate) subject to the prior written approval of the Council (save in an emergency) if and to the extent that:
- 3.3.1 occasional temporary closure (not exceeding one day's length at any time in any calendar year) is necessary to assert rights or proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;
 - 3.3.2 works of maintenance, repair, cleaning, renewal or resurfacing of the Public Realm are necessary;
 - 3.3.3 in the view of the Owner, acting by its employees or agents (acting reasonably), there is a risk to public health and safety;
 - 3.3.4 closure is necessary because of the lawful requirements of the police or any other competent authority; or
 - 3.3.5 the Council and the Owner agree that the temporary closure is appropriate for some other proper reason;
- PROVIDED ALWAYS THAT the Public Realm (or the relevant part thereof, as applicable) shall be re-opened as soon as reasonably practicable thereafter in accordance with the programme and timescales previously approved by the Council.
- 3.4 Subject to paragraph 3.1 of this Schedule, the Owner shall be permitted to make reasonable rules and regulations with regard to the conduct of persons using the Public Realm to the extent provided for in the Approved Public Realm Management Plan subject to the Council's approval in writing.

4. PONTOONS

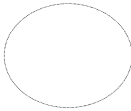
- 4.1 Unless Substantial Implementation of Plot C1 has occurred at least 12 months prior to first Occupation of the Development, the Developer shall construct the Pontoons and make the same available for use prior to first Occupation of the Development and shall not Occupy any part of the Development until the Pontoons have been constructed and made available for use.
- 4.2 In the event that Substantial Implementation of Plot C1 has occurred at least 12 months prior to first Occupation of the Development, the delivery of the Pontoons shall be dealt with under paragraph 2.11.2 of Schedule 9 to the Wood Wharf Agreement (as varied by a deed of variation entered into on the date of this Agreement).

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE GREATER LONDON AUTHORITY** in the presence of:

.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory

Common Seal



**THE COMMON SEAL OF
The MAYOR AND BURGESSES OF
LONDON BOROUGH OF TOWER HAMLETS**
was hereunto affixed in the presence of

)
)
)
)

.....
Authorised signatory

.....
Role

**EXECUTED AS A DEED by CWG
(WOOD WHARF TWO) LIMITED**
acting by a director and
its secretary/two directors

)
)
)
)

Signature..... Director

Name: (in BLOCK CAPITALS).....

Signature..... Secretary/Director

Name: (in BLOCK CAPITALS).....

EXECUTED as a **Deed** by
XXX
LIMITED
acting by two directors in the presence of:

)
)
)
)

.....
Director's signature

.....
Director's signature

EXECUTED as a **Deed** by
XXX
LIMITED
acting by a director in the presence of:

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Director's signature

