

DATED

2024

- (1) THE GREATER LONDON AUTHORITY**
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH**
- (3) SOUTH WEST LONDON AND ST GEORGE'S MENTAL HEALTH NHS TRUST**
- (4) BDW TRADING LIMITED**

**AGREEMENT UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL OTHER
POWERS ENABLING**

RELATING TO

**LAND KNOWN AS PHASE 2B, SPRINGFIELD HOSPITAL,
61 GLENBURNIE ROAD, LONDON SW17 7DJ**

**Planning Application References:
GLA – 2023/0171/S2
LB of Wandsworth – 2022/5288**



Pinsent Masons

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DRAFT

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Churchie Way, London E16 1ZE (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of The Town Hall, Wandsworth High Street, London SW18 2PU (the "**Council**");
- (3) **SOUTH WEST LONDON AND ST GEORGE'S MENTAL HEALTH NHS TRUST** whose registered office is at the Springfield University Hospital, 61 Glenburnie Road, London, SW17 7DJ (the "**Owner**"); and
- (4) **BDW TRADING LIMITED** (Company Number 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("**BDW**").

RECITALS:

- (A) The Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Site is located.
- (B) The Owner is the freehold owner of the Site registered at HM Land Registry with title number TGL293890.
- (C) BDW has entered into a conditional contract with the Owner to acquire the Site and enters into this Deed to bind its equitable interest in the Site and any subsequent freehold or leasehold interest in the Site that it acquires following the date of this Deed.
- (D) BDW and STEP Springfield Village Limited submitted the Application to the Council in January 2023 to carry out the Development of the Site.
- (E) At a meeting of the Council's Planning Applications Committee on 19 March 2024, the Council resolved to refuse the Application.
- (F) On 20 May 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 he would act as the local planning authority for the purposes of determining the Application.
- (G) At a representation hearing held on 8 October 2024, the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Permission subject to imposing planning conditions and prior completion of this Deed.
- (H) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.
- (I) In accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Council shall have primary responsibility for such monitoring and enforcement.
- (J) 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 Deed.

- (K) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.
- (L) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and all other material considerations that provision should be made for regulating and facilitating the Development as set out in this Deed.
- (M) The Owner and BDW have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- (N) The parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.
- (O) The parties are satisfied that the restrictions, obligations and provisions contained in this Deed 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.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1974 Act"	means the Greater London Council (General Powers) Act 1974 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Additional Affordable Housing Scheme"	<p>means a scheme to be prepared by the Developer and submitted to the Council in accordance with Schedule 5 of this Agreement detailing the Additional Affordable Housing Units to be provided and which:</p> <p>(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);</p> <p>(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</p> <p>(c) provides a timetable for construction and delivery of the Additional Affordable Housing Units;</p> <p>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of Schedule 5 applies; and</p> <p>(e) [any other requirements];</p>
"Additional Affordable Housing Units"	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Schedule 5 of this Agreement;

"Affordable Housing"	<p>means housing, including Social Rented Housing and London Shared Ownership Housing, provided to eligible households whose needs are not met by the market and which housing should:-</p> <p>(a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and</p> <p>(b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);</p>
"Affordable Housing Mix"	<p>means the Affordable Housing Units to be provided as part of the Development which shall comprise:-</p> <p>(a) not fewer than 125 (one hundred and twenty five) London Shared Ownership Units being 50% (fifty per cent) by Habitable Room of the Affordable Housing Units; and</p> <p>(b) not fewer than 95 (ninety five) Social Rented Units being 50% (fifty per cent) by Habitable Room of the Affordable Housing Units,</p> <p>in accordance with the mix table set out in paragraph 2.3 of Schedule 4;</p>
"Affordable Housing Provider"	<p>means:</p> <p>(a) A2Dominion, L&Q Group, Metropolitan Thames Valley Housing Association, Notting Hill Genesis, Octavia Housing, Southern Housing Group, PA Housing, Peabody Trust or Wandle Housing Association; or</p> <p>(b) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) approved by the Council in writing;</p>
"Affordable Housing Target Tenure Split"	<p>means:</p> <p>(a) 50% (fifty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing; and</p> <p>(b) 50% (fifty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing;</p>
"Affordable Housing Unit"	<p>means the no fewer than 220 (two hundred and twenty) Residential Units (comprised of no fewer than 613 (six hundred</p>

	and thirteen) Habitable Rooms) to be provided as Affordable Housing within the Development in accordance with the Affordable Housing Mix and the provisions of Schedule 4 and as shown on Plan 3 and "Affordable Housing Unit" shall be construed accordingly;
"Application"	means the planning application submitted to the Council allocated reference number 2022/5288 by the Council and allocated reference number 2023/0171/S2 by the GLA;
"Average London Shared Ownership Housing Value"	means the average value of the London Shared Ownership Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"Average Open Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"Average Social Rented Housing Value"	means the average value of the Social Rented Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"BCIS Index"	means the Building Cost Information Service All-In Tender Price Index or, if that index is no longer maintained, a replacement or alternative index agreed with the GLA and the Council;
"Borough"	means the London Borough of Wandsworth;
"Building Contract"	means a building contract to be entered into by the Developer and its preferred building contractor to construct the Development or for a works package comprised in the construction of the Development;
"Build Costs"	<p>means the build costs comprising construction of the Open Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Developer's quantity surveyor, costs consultant or agent <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and

	(iii) any costs arising from Fraudulent Transactions;
"Buildings"	means the buildings identified on the Phasing Plan and references to "Building" shall mean any one of them;
"Bus Infrastructure Contribution"	means the sum of £50,000.00 Indexed towards local bus infrastructure improvements in the Borough;
"Car Club"	means a car club operated by a car club operator accredited by CoMoUK to operate Car Clubs (or such other company operating a car club as is agreed with the Council in writing) within the vicinity of the Development whereby the operator makes cars available to hire to members including Occupiers of the Development and the general public;
"Carbon Offsetting Contribution"	means the sum initially calculated to be £368,967.00 Indexed to be used towards carbon offsetting measures in the Borough;
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"CPIH"	means the Consumer Prices Index including owner occupiers' housing costs known as CPIH published monthly by the Office for National Statistics or, if the Consumer Prices Index including owner occupiers' housing costs is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
"Commencement Date"	means the date on which the Permission or where the context requires any part thereof or a Phase is implemented by the carrying out of any Material Operation but for the purpose of this Deed excluding the Preparatory Works and " Commencement ", " Commenced " and " Commence " shall be construed accordingly;
"Component"	means a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Open Market Housing Units; (b) Affordable Housing Units; (c) any other floorspace; (d) property; and (e) land;
"Council's EDO"	means the Council's Economic Development Officer;

"CPZ"	means any controlled parking zone in the Borough;
"Cultural Action Plan"	means the Cultural Action Plan submitted with the Application prepared by AND London dated December 2022 or such replacement thereof or update thereof as might be agreed between the Developer and the Council from time to time;
"Deed"	means this deed of agreement;
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Schedule 4:- (a) in the case of service by delivery by hand of the Default Notice to the Council, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the Council, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);
"Default Notice"	means a notice in writing served on the Council by the Chargee under paragraph 6 of Schedule 4 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;
"Defects Liability Period"	means such period of time following Practical Completion in which a contractor may remedy defects as may be included in the Building Contract;
"Developer"	means the Owner and BDW and any successors in title or assigns from time to time;
"Development"	means the demolition (in severable phases) of all existing buildings and structures including the Diamond Estate, the Shaftesbury and the Morrison Building, and the comprehensive redevelopment (in severable phases) of the Site to provide a total of 449 residential units of both private and affordable tenure in four apartment blocks ranging from 3 to 5 storeys high and nine 3 storey town houses; associated private and communal amenity space including balconies and gardens, 48 car parking spaces (including 13 disabled bays) and 817 cycle parking spaces; together with associated works including landscaping and public realm works, including extension to the existing landscaped public park, creation of a new access route from Lapidge Drive into the Site and provision of a new link to Streatham Cemetery;
"Disabled Persons Badge"	means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
"Disposal"	means:- (c) the Sale of any Component(s) of the Development;

	<p>(d) the grant of a lease of a term of less than 125 (one hundred and twenty-five) years of any Component of the Development; or</p> <p>(e) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Component of the Development,</p> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposes", "Disposals" and "Disposed" shall be construed accordingly;</p>
"Early Stage Development Viability Information"	means the information required for the Early Stage Review calculated in accordance with Formulae 1a and 2 to assess the changes in GDV and Build Costs since the date of the grant of the Permission to determine whether a Surplus Profit has arisen and the quantum of any Additional Affordable Housing that should be provided and including supporting evidence to the Council's reasonable satisfaction;
"Early Stage Review"	means an upward only review of the financial viability of the whole of the Development and submission of the Early Stage Development Viability Information prepared by or on behalf of the Developer in connection with the whole of the Development in accordance with the provisions of Schedule 5;
"Early Stage Review Build Costs"	means the sum of:- <p>(a) the estimated Build Costs remaining to be incurred; and</p> <p>(b) the Build Costs actually incurred,</p> <p>as determined at the Early Stage Review Date;</p>
"Early Stage Review Date"	means the date of the submission of the Early Stage Development Viability Information pursuant to paragraph 1 of Schedule 5;
"Early Stage Review GDV"	means the sum of:- <p>(a) the estimated Market Value at the Early Stage Review Date of the Open Market Housing Units based on detailed comparable evidence; and</p> <p>(b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable),</p> <p>as determined at the Early Stage Review Date;</p>
"Eligible Purchaser"	means a purchaser or purchasers who at the date of purchasing the relevant London Shared Ownership Housing Unit: <p>(a) has a Household Income not exceeding £90,000 or such other amount last published by the GLA (and subject to</p>

	<p>applicable further income criteria within the approved London Shared Ownership Housing Marketing Plan);</p> <p>(b) is at least 18 years old; and</p> <p>(c) can demonstrate that they can afford and sustain the purchase;</p>
"Employment and Skills Plan"	means a written employment and skills plan prepared in accordance with the format and benchmarks set out in Appendix 2 of this Deed;
"Estate Management Company"	means Springfield Village Estate Limited (company registration number 11164792) whose registered office is at 55 Baker Street, London W1U 8EW or such other company or organisation as is notified in writing from time to time to the Council;
"Energy Strategy"	means the Energy Strategy (Rev 04) for the Development prepared by Briary Energy and dated 25 July 2024
"Existing Permission"	means the outline planning permission with reference 2010/3703 granted on 20 June 2012 and all planning permissions granted under section 73 of the 1990 Act for development without complying with conditions subject to which the aforementioned planning permission was granted;
"Expert"	<p>means:</p> <p>(a) for the purposes of any disputes arising between any of the parties to this Deed pursuant to Schedule 5, a person with no less than ten (10) years' experience of preparing and assessing development appraisals and who:</p> <p>(i) in the event of a dispute relating to construction cost sums shall be a qualified Quantity Surveyor and member or fellow of the Royal Institution of Chartered Surveyors; or</p> <p>(ii) in the event of a dispute relating to finance costs, marketing costs or any other financial issues shall be a member or fellow of the Institute of Chartered Accountants;</p> <p>(b) for the purposes of any disputes arising between any of the parties in relation to any other matter within this Deed, a person with no less than ten (10) years' recent and relevant experience in the subject matter of the relevant dispute;</p>
"External Consultant"	means the external consultant(s) appointed by the Council and/or the GLA to assess the Early Stage Development Viability Information;
"Financial Contributions"	<p>means the following contributions payable to the Council under this Deed:</p> <p>(a) Bus Infrastructure Contribution;</p>

	<p>(b) Carbon Offsetting Contribution;</p> <p>(c) Phase 1 Employment and Skills Contribution;</p> <p>(d) Phase 1 Healthcare Contribution;</p> <p>(e) Phase 1 Residential Travel Plan Monitoring Fee;</p> <p>(f) Phase 1 Sustainable Transport Fund Contribution;</p> <p>(g) Phase 2 Employment and Skills Contribution;</p> <p>(h) Phase 2 Healthcare Contribution;</p> <p>(i) Phase 2 Residential Travel Plan Monitoring Fee; and</p> <p>(j) Phase 2 Sustainable Transport Fund Contribution</p> <p>and "Financial Contribution" shall be construed accordingly;</p>
"Formula 1a"	means the formula identified as "Formula 1a" within the Appendix of Schedule 5;
"Formula 2"	means the formula identified as "Formula 2" within the Appendix of Schedule 5;
"Fraudulent Transaction"	<p>means:</p> <p>(a) a transaction the purpose or effect of which is to artificially reduce gross development value and/or artificially increase build costs; or</p> <p>(b) a Disposal that is not an arm's length third party bona fide transaction;</p>
"GDV"	means the gross development value of the Development or a Component of the Development as the context requires;
"Grant Funding"	means Public Subsidy payable by the GLA to the Affordable Housing Provider pursuant to the GLA funding programme
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, studies, bathrooms, toilets, corridors and halls;
"Household"	means in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit, share that unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	<p>means:</p> <p>(a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's; and</p>

	(b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' Households;
"Implementation"	means implementation of the Development or a relevant Phase thereof by the carrying out of a Material Operation and references to "Implement" and "Implemented" shall be construed accordingly;
"Indexed"	means indexed in accordance with Clause 18;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 6 of Schedule 4 that the Council is minded to purchase the relevant Affordable Housing Units;
"Interest"	means simple interest at a rate per annum of four (4) percentage points above the Bank of England base rate in force from time to time, such interest to be apportioned on a daily basis;
"Local Businesses"	means businesses that are located in and/or conduct a significant part of their business in the Borough and "Local Business" shall be construed accordingly;
"Local Employment Agreement"	means the Local Employment Agreement referred to in Appendix 2 of this Deed;
"Local People"	means residents of the Borough and "Local Person" shall be construed accordingly;
"London Plan"	means the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this Deed the London Plan published in March 2021 and including any revisions and successor plans thereto;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which: <ul style="list-style-type: none"> (a) initial annual rent must not exceed 2.75 per cent of the value of the unsold equity; (b) annual rent increases must not exceed the corresponding percentage increase in CPIH (which shall be deemed to be nil where there is no increase) (using the latest published CPIH figure and the CPIH figure for the corresponding month in the previous year) plus 0.5 percentage points;

	<p>(c) the term of the lease must be at least 990 years;</p> <p>(d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <ul style="list-style-type: none"> (i) must not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) last published by the GLA; and (ii) accord with the details of further affordability criteria set out in the approved London Shared Ownership Housing Marketing Plan <p>(e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide are met,</p> <p>and “London Shared Ownership Lease” and “London Shared Ownership Lessee” shall be construed accordingly;</p>
<p>“London Shared Ownership Marketing Plan”</p>	<p>means a written plan (as might be revised from time to time by the written agreement of the Council and the Affordable Housing Provider) relating to the marketing of the London Shared Ownership Housing Units by the Affordable Housing Provider and detailing:</p> <ul style="list-style-type: none"> (a) the proposed means of marketing to Eligible Purchasers of the London Shared Ownership Housing Units including the marketing through the GLA's Homes for Londoner's online portal (or any successor/replacement website); (b) the details of proposed measures to exclusively market the London Shared Ownership Units to Eligible Purchasers who are Local People for a three (3) month period (such period to commence no sooner than nine (9) months prior to the anticipated date of Practical Completion of the relevant London Shared Ownership Housing Unit); (c) the details of Service Charges that will be charged, which shall be provided to Eligible Purchasers in the marketing materials of the London Shared Ownership Housing Units; and (d) the affordability criteria applicable to the London Shared Ownership Housing Units which for the avoidance of doubt shall be as follows:

	<p>(i) 50% (fifty per cent) of the London Shared Ownership Housing Units (63 no.) to be affordable to Eligible Purchasers with Household Incomes up to £56,200 per annum (or such higher figure as might be published from time to time); and</p> <p>(ii) 50% (fifty per cent) of the London Shared Ownership Housing Units (62 no.) to be affordable to Eligible Purchasers with Household Incomes up to £90,000 per annum (or such higher figure as might be published from time to time); and</p> <p>(iii) the average housing costs of the London Shared Ownership Units should be affordable to Eligible Purchasers with a Household Income not exceeding £56,200 per annum (or such higher figure as might be published from time to time),</p> <p>assuming always that households spend no more than 40% of their net annual income on total housing costs (including mortgage, rent and service charges) with net income calculated as 70% of gross income;</p>
<p>"London Shared Ownership Housing Unit"</p>	<p>the not fewer than 125 (one hundred and twenty five) Affordable Housing Units comprised of not fewer than 304 (three hundred and four) Habitable Rooms to be provided as London Shared Ownership Housing and "London Shared Ownership Housing Units" shall be construed accordingly</p>
<p>"Market Value"</p>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development to be assessed by the GLA and the Council, disregarding Fraudulent Transactions and assuming:</p> <p>(a) a willing seller and a willing buyer;</p> <p>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</p>

	<p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</p>
"Material Operation"	means a material operation comprised in the Development as defined by section 56(4) of the 1990 Act;
"Monitoring Fee"	means the sum of £[X] Indexed to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the Development is delivered in accordance with the terms of this Deed;
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Schedule 4 the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three (3) months after such Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council)
"Nominations Agreement"	means an agreement to be entered into by the Council and the Affordable Housing Provider substantially in a suitable form agreed by the relevant Affordable Housing Provider and the Council (each acting reasonably) and providing the Council with 100% (one hundred per cent) nomination rights in respect of the first letting of the Social Rented Housing Units and 75% (seventy five per cent) nomination rights in respect of all subsequent lettings (and for the avoidance of doubt in the event of conflict between the form of that agreement and the provisions of this Deed, the provisions of this Deed shall prevail);
"Notification of Payment Form"	means the form at Schedule 3 of this Deed;
"Occupation"	means the occupation of any part of the Development permitted by the Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display (and "Occupier" , "Occupiers" , "Occupied" , "Occupy" and "Occupying" shall be construed accordingly);
"Open Market Housing Units"	means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units and "Open Market Housing" and "Open Market Housing Unit" shall be construed accordingly;
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 6 of Schedule 4 for the purchase of the Affordable Housing Units;
"Outline Travel Plan"	means the travel plan prepared by Ardent Consulting Engineers dated December 2022 and which was submitted to the Council as part of the Application;
"Quarter Day"	means 25 March, 24 June, 29 September and 25 December;

"Permission"	means the full planning permission for the Development to be granted pursuant to the Application substantially in the form of the draft decision notice attached to this Deed at Schedule 1;
"Phase"	means a phase as identified on Plan 2 and references to " Phase 1 " and " Phase 2 " shall be construed accordingly;
"Phase 1 Employment and Skills Contribution"	means the sum of £76,527.00 Indexed to support the provision of job, training and apprenticeship placements and support for local businesses in the Borough;
"Phase 1 Healthcare Contribution"	means the sum of £130,894.00 Indexed towards provision and/or improvements of primary health care infrastructure in the Borough;
"Phase 1 Residential Travel Plan Monitoring Fee"	means the amount of £[X] Indexed to be applied by the Council towards its costs of monitoring the implementation of the Residential Travel Plan in Phase 1;
"Phase 1 Sustainable Transport Fund Payment"	means the amount of £175,000.00 Indexed to be applied to the Sustainable Transport Fund;
"Phase 2 Employment and Skills Contribution"	means the sum of £76,527.00 Indexed to support the provision of job, training and apprenticeship placements and support for local businesses in the Borough;
"Phase 2 Healthcare Contribution"	means the sum of £130,894.00 Indexed towards provision and/or improvements of primary health care infrastructure in the Borough;
"Phase 2 Residential Travel Plan Monitoring Fee"	means the amount of £[X] Indexed to be applied by the Council towards its costs of monitoring the implementation of the Residential Travel Plan in Phase 2;
"Phase 2 Sustainable Transport Fund Payment"	means the amount of £175,000.00 Indexed to be applied to the Sustainable Transport Fund;
"Phase 2B Springfield Park"	means the 2.7 acres of park to be delivered in the area shown on Plan 4 shaded green;
"Plan 1"	means the plan of the Site shown edged red and marked "Plan 1" at Schedule 2;
"Plan 2"	means the plan showing the Phases of the Development marked "Plan 2" at Schedule 2;
"Plan 3"	means the plan showing the location of the Affordable Housing Units marked "Plan 3" at Schedule 2;
"Plan 4"	means the plan showing the location of the Phase 2B Springfield Park marked "Plan 4" at Schedule 2;
"Plan 5"	means the plan showing the location of the Streatham Cemetery Access Route marked "Plan 5" at Schedule 2;
"Practical Completion"	means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant Building Contract entered into in respect of the Development or part thereof and " Practically

	Complete and Practically Completed shall be construed accordingly;
"Preparatory Works"	<p>means:</p> <ul style="list-style-type: none"> (a) demolition works; (b) works of site clearance including the demolition of existing buildings and structures and the removal of hard standing; (c) excavation and below ground works; (d) archaeological works; (e) ground investigation and site surveys; (f) site preparation; (g) environmental preparatory works; (h) the erection of fencing to enclose the Development or any part of the Development; (i) laying of or provision of any services and/or services diversion works on or under the Development or any part of the Development; (j) the laying out of roads for construction purposes; (k) the erection of site buildings for construction purposes; (l) contamination tests; (m) remediation or trial pits; (n) works of decontamination remediation; and (o) works required to discharge pre-commencement planning conditions;
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Developer or an Affordable Housing Provider to support the delivery of the Development;
"Reasonable Endeavours"	<p>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 Deed) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such 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:</p> <ul style="list-style-type: none"> (a) in the case of the Developer, of a competent commercial developer and landowner 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;
"Rent Guidance"	means the Policy Statement on Rents for Social Housing 2022 issued by the Ministry of Housing, Communities and Local Government or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the Department for Communities and Local Government from time to time or such other replacement guidance or direction or legislation;
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
"Reportable Unit (Energy Centre)"	means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or Building);
"Reportable Unit (Non-Residential)"	means a Building with a single occupier/tenant (including a block of flats' communal areas) or a Building with multiple tenants
"Reportable Unit (Residential)"	means an individual block or Building of five (5) or more flats or a group of five (5) or more houses;
"Residential Travel Plan"	means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Residential Units which shall accord with the principle set out in the Outline Travel Plan;
"Residential Unit"	means a residential unit provided as part of the Development and " Residential Units " shall be construed accordingly;
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling a tenant of an Affordable Housing Provider to purchase their home(s);
"Sale"	means:- (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 (one hundred and twenty-five) years or more and subject to nominal rent, and " Sold " shall be construed accordingly;

"Section 73 Permission"	means planning permission granted pursuant to section 73 or section 73B of the 1990 Act in respect of the Permission or (with respect to such applications made after the first section 73 Permission has been granted) any preceding section 73 Permission and " Section 73 Permissions " shall be construed accordingly;
"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 or any Section 73 Permissions;
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit;
"Site"	means the land shown edged red on Plan 1;
"Springfield Park Management Strategy"	means the management strategy relating to (inter alia) Phase 2B Springfield Park appended to this Deed at Appendix 3 or such variation or replacement thereof as might be agreed in writing between the Developer and the Council from time to time;
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;
"Social Rented Housings Units"	means the not fewer than 95 (ninety five) Affordable Housing Units comprised of not fewer than 309 (three hundred and nine) Habitable Rooms to be provided as Social Rented Housing and " Social Rented Housings Unit " shall be construed accordingly;
"Springfield Village Heat Network"	means the central combined heat and power network within the wider Springfield Village Masterplan;
"Springfield Village Masterplan"	means the redevelopment of Springfield Hospital site associated with the Existing Planning Permission (outside of the Site)
"Staircasing"	means the acquisition by a London Shared Ownership Housing Purchaser of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and " Staircased " shall be construed accordingly;
"Streatham Cemetery Access Route "	means the proposed pedestrian link between the Development and Streatham Cemetery on the area shown on Plan 7;
"Substantial Implementation"	means the occurrence of all of the following in respect of the Development: (a) the completion of the ground floor slab of Buildings A and B in the first Phase of the Development; and (b) the letting of a groundworks contract for the first Phase of the Development;
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Permission;

"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
"Surplus Profit"	means the surplus profit determined in Formula 1a as a result of the application of the Early Stage Review methodology in Schedule 5;
"Sustainable Transport Fund"	means a fund comprised of the Phase 1 Sustainable Transport Fund Payment and the Phase 2 Sustainable Transport Fund Payment to be applied towards the achievement of the objectives of the Residential Travel Plan;
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
"Target Return"	means a profit on the GDV of 17.5% (seventeen and a half per cent) (excluding any grant funding), being the target return for the Development;
"TfL"	means Transport for London;
"Trip Generation Target"	means the anticipated number or frequency of traffic to and from the Development as forecasted more particularly within the Residential Travel Plan and the mode share of that traffic;
"Working Day(s)"	means any day other than Saturday, Sunday and public holidays in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 References to the GLA, the Council, the Owner and BDW shall include their respective successors in title or function (as applicable) unless otherwise expressly stated.
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 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 Deed to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this Deed so numbered.
- 2.6 The clause paragraph and Schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.7 Wherever 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 Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail.
- 2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month and any reference to the term "year" shall mean calendar year.
- 2.12 Where any covenants in this Deed 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 Interpretation Act 1978 shall apply to this Deed.

3. LEGAL BASIS

- 3.1 This Deed is entered into pursuant to:
- 3.1.1 section 106 of the 1990 Act;
 - 3.1.2 section 2E of the 1990 Act;
 - 3.1.3 section 16 of the 1974 Act;
 - 3.1.4 section 111 of the Local Government Act 1972;
 - 3.1.5 section 1 of the Localism Act 2001; and

3.1.6 all other powers enabling.

3.2 The covenants, restrictions, undertakings and requirements imposed upon the Developer under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner and BDW with the intent that the obligations will bind the Site and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and BDW and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner or BDW 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 Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1.

4. CONDITIONALITY

4.1 Subject to clauses 4.2 and 4.3, this Deed shall take effect on the date of this Deed.

4.2 Subject to clause 4.3, the obligations in the schedules to this Deed are unless otherwise specified conditional upon:

4.2.1 the grant of the Permission; and

4.2.2 the Commencement Date occurring.

4.3 [X] shall come into effect on the grant of the Permission.

5. THE DEVELOPER'S COVENANTS

5.1 The Developer hereby covenants with and undertakes to the GLA and the Council:

5.1.1 to observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the Schedules to this Deed;

5.1.2 to observe and perform or cause to be observed and performed the terms, covenants and obligations on its part in the Deed;

5.1.3 to notify the GLA and the Council in writing not less than five (5) Working Days before the anticipated date of each of the following events occurring:

(a) commencement of Preparatory Works;

(b) the Commencement Date;

(c) Commencement of each Building

(d) Commencement of each Phase;

(e) Practical Completion of each Phase;

(f) Occupation of each Phase;

(g) Occupation of each Building;

(h) Occupation of 75% of the Open Market Housing Units Residential Unit in Building C;

- (i) commencement of marketing of the London Shared Ownership Housing Units
 - (j) completion of the sale of the final Residential Unit in the final Phase of the Development; and
 - (k) Occupation of the final Residential Unit in the final Phase of the Development;
- 5.1.4 not to cause, suffer or permit the occurrence of any event specified in clause 5.1.3 above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 5.1.3.
- 5.2 If the Developer fails to give notice of any date under and in accordance with clause 5.1.3 above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest date on which the relevant event could have occurred unless the Developer can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.
- 5.3 The Owner and BDW hereby acknowledge and declare:
- 5.3.1 they are the primary parties liable for the performance of the obligations set out in the Schedules subject always to clause 3.2 above; and
 - 5.3.2 the Site is bound by this Deed for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

6. GLA AND COUNCIL COVENANTS

- 6.1 The GLA covenants with the Developer to:
- 6.1.1 observe and perform or cause to be observed and performed its obligations in this Deed; and
 - 6.1.2 grant the Permission as soon as is reasonably practicable following completion of this Deed.
- 6.2 The Council covenants with the Developer to:
- 6.2.1 observe and perform the covenants on its part contained in this Deed; and
 - 6.2.2 save for continuing planning obligations as soon as reasonably practical following any of the Developer's covenants and undertakings herein being satisfied to the satisfaction of the Council and in any event no later than twenty (20) Working Days from receipt of a written request from the Developer 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. SUPERSEDED DEVELOPMENT

- 7.1 The Developer hereby covenants with and undertakes to the GLA and the Council that, from (and including) the date on which a Material Operation is carried out pursuant to the Permission, it shall not carry out any further development within the Site pursuant to the Existing Permission PROVIDED ALWAYS THAT this shall not prevent the Developer relying on listed building consent reference 2010/3706 dated 20 June 2012 in the demolition of any existing buildings on the Site.
- 7.2 The Council and the Developer agree that from (and including) the date on which a Material Operation is carried out pursuant to the Permission, the Existing Permission shall be

superseded by the Permission in respect of development within the Site only PROVIDED ALWAYS THAT this shall not prevent the Developer relying on listed building consent reference 2010/3706 dated 20 June 2012 in the demolition of any existing buildings on the Site.

8. LAND OWNERSHIP

8.1 The Owner warrants to the GLA and the Council that it is the freehold owner of the Site, that it has full power and rights to enter into this Deed and that there is no other person having any freehold or leasehold interest in those parts of the Site.

8.2 The Owner hereby covenants with and undertakes to the GLA and the Council to give the GLA and the Council written notice as soon as practically possible 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 Deed have been discharged, such notice to include 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 SAVE THAT no notice is required in respect of disposals of any of the Residential Units to individual Occupiers.

9. LIABILITY AND ENFORCEMENT

9.1 If any of the provisions in this Deed are 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.

9.2 Without affecting any statutory powers or rights of access or entry, the Developer covenants with and undertakes to the GLA and the Council to 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 at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

9.3 The Developer shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed on the Owner, BDW and/or the Developer will be prevented from being carried out.

9.4 The Owner and BDW respectively shall not be liable for a breach of any of its obligations under this Deed or obligations relating to any part of the Site after it has 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 both case for liability for antecedent breaches and for the avoidance of doubt where BDW does not take a freehold or leasehold interest in the Site its liability pursuant to this Deed shall terminate immediately upon the termination (or cessation by any other means) of its equitable interest in the Site referred to in Recital C.

9.5 It is further agreed that this Deed shall lapse and be of no further effect (but without affecting any liability for antecedent breaches) if:

9.5.1 the Permission expires without having been Implemented; or

9.5.2 the Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner and/or BDW; or

9.5.3 the Permission is quashed following a successful legal challenge.

9.6 No obligations, undertakings or liabilities under this Deed shall be enforceable against statutory undertakers, utility providers and public transport providers (save to the extent any such person carries out any part of the Development) who as part of their undertaking have

any interest in the Site nor mortgagee or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

- 9.7 No obligations, undertakings or liabilities under this Deed save for those set out in [paragraphs [X]] shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.
- 9.8 No obligations, undertakings or liabilities under this Deed save for those set out in [paragraphs [X]] of Schedule 4 and paragraph 1 of Schedule 5 shall be enforceable against an Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units (and associated communal development).
- 9.9 Nothing in this Deed 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 Deed.

10. LEGAL AND MONITORING COSTS

- 10.1 The Owner and BDW hereby covenant with and undertake to the Council so as to bind all their interests in the Site to pay the Council's reasonable and proper costs legal and administrative costs in respect of drafting, negotiating and completion of this Deed.
- 10.2 The Owner and BDW hereby covenant with and undertake to the Council so as to bind all their interests in the Site to pay the Monitoring Fee on or before the Commencement Date.
- 10.3 The Developer covenants with the GLA:
- 10.3.1 to pay to the GLA on or before the date of this Deed the GLA's reasonable costs incurred in the preparation, negotiation and completion of this Deed; and
- 10.3.2 to pay the GLA's reasonable and proper costs in connection with any approvals, satisfaction, agreement, confirmation or consent sought from the GLA under this Deed, including considering any request under clause 14.6 to make a determination as to approval of details instead of the Council, as soon as reasonably practicable and in any event not later than twenty (20) Working Days after receipt of an invoice from the GLA.

11. VARIATIONS

- 11.1 Subject to clause 11.2, if a Section 73 Permission or a Section 96A Approval is granted references in this Deed to the Permission and the Development shall be deemed to include any such Section 73 Permission or Section 96A Approval and the development permitted under such Section 73 Permission or as amended by such Section 96A Approval.
- 11.2 Clause 11.1 does not fetter the GLA's and the Council's determination of any application for a Section 73 Permission or Section 96A Approval including the GLA's and the Council's discretion to determine the appropriate planning obligations required in connection with such application which may include a requirement to modify the obligations in this Deed.

12. LOCAL LAND CHARGE

- 12.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.
- 12.2 Following the performance and satisfaction of all the obligations contained in this Deed or in the event that this Deed lapses pursuant to clause 9.6 the Council agrees (subject to where

so requested 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 Deed.

13. NO FETTER ON DISCRETION

- 13.1 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA and the Council in the exercise of their functions in any capacity and 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 Deed and consequential and interim orders and relief) and the same may be fully and effectively exercised as if the GLA and the Council were not parties to this Deed.

14. APPROVALS

- 14.1 Subject to clause 13, where the approval, satisfaction, agreement, confirmation or consent of the GLA or the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Deed 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 and in any event shall be subject to the timescales set out in clause 14.3 below.
- 14.2 Where the approval, satisfaction, agreement, confirmation, determination 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 Deed, the GLA may notify the Developer (with a copy to the Council) at any time before such approval, satisfaction, agreement, confirmation, determination or consent is given by the Council that the Developer must also obtain the GLA's approval, satisfaction, agreement, confirmation, determination or consent and, following the service of such notice, the relevant approval, satisfaction, agreement, confirmation, determination or consent must be obtained from both the GLA and the Council.
- 14.3 Subject to clause 14.4, without affecting clause 14.8 and unless otherwise stated in this Deed, where the Developer submits details to the GLA and/or the Council pursuant to any obligation in this Deed, the GLA and the Council (as applicable) covenant with the Developer to issue a determination as to whether the details are approved not later than twenty (20) Working Days after receiving the details SAVE THAT, where not later than ten (10) Working Days after receiving the details the GLA or the Council (as applicable) has requested additional information to determine its approval of the details, it shall issue its determination not later than twenty (20) Working Days after receipt of the additional information.
- 14.4 Where the GLA and/or the Council (as applicable) determines that external legal or other specialist advice is necessary to review and consider details submitted by the Developer, the time periods in clause 14.3 or 14.8 (as applicable) shall each be extended by twenty (20) Working Days in respect of the submission of those details.
- 14.5 Where the GLA or the Council (as applicable) determines that any details submitted by the Developer are not approved, it shall provide reasons for such determination.
- 14.6 Where the Council fails to comply with the timescales in clause 14.3 or does not give reasons for refusing to approve any details or the Developer considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Developer may request that the GLA makes the determination as to whether to give the approval instead.
- 14.7 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request

under clause 14.6 to make a determination instead of the Council and shall notify the Developer and the Council of its election as soon as reasonably practicable.

- 14.8 If the GLA accepts a request under clause 14.6 to make a determination instead of the Council, subject to clause 14.4, the GLA shall issue a determination as to whether the details are approved not later than twenty (20) Working Days after such acceptance SAVE THAT, where not later than ten (10) Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than twenty (20) Working Days after receipt of the additional information.
- 14.9 The Developer may refer the approval of any details to an Expert for determination pursuant to (and subject to the provisions of) clause 20 if any of the following occur in respect of the submission of those details:
- 14.9.1 the GLA declines to accept a request under clause 14.6 to make a determination instead of the Council; or
- 14.9.2 the GLA, having accepted a request under clause 14.6, fails to comply with the timescales in clause 14.8 or the Developer considers that any reasons given by the GLA for refusal to approve any details are unreasonable; or
- 14.9.3 the GLA fails to comply with the timescales in clause 14.3 or the Developer considers that any reasons given by the GLA for refusal to approve any details are unreasonable.
- 14.10 Where the approval, satisfaction, agreement, confirmation or consent of the Developer is required for any purpose under or in connection with the terms of this Deed 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

- 15.1 No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner and/or BDW, 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 Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA and/or 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/or BDW, the Owner's and/or BDW's successors in title or assigns or any persons claiming through or under the Owner and/or BDW an interest in the Site.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 16.2 The Owner and BDW hereby acknowledge and agree that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the GLA or the Council (as the case may be) shall have the right to issue a VAT invoice to the Owner and/or BDW and the VAT shall be paid accordingly.

17. INTEREST

- 17.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA and/or the Council, if any sum required to be paid by the Owner, BDW and/or the

Developer under this Deed is paid late, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.

- 17.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA or the Council (as the case may be) recoverable by action and liable to Interest thereon from the date due until the date of payment.

18. INDEXATION

- 18.1 The Financial Contributions and any other payments referred to in this Deed as being index linked in accordance with this clause shall be increased (but not decreased) by the percentage increase in the BCIS Index from the date of this Deed (using the BCIS Index figure last published at that date) until the date on which payment (or an instalment thereof as provided for in this Deed in which case unpaid instalments will continue to be index-linked) is made in full (using the BCIS Index figure last published at that date).

19. THIRD PARTIES

- 19.1 Unless expressly stated in this Deed (and save for paragraph 4.1 and paragraph [] of Schedule 6 in favour of TfL) no third party or other person who is not a party to this Deed other than a successor in title or in the case of the GLA and the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20. DISPUTE PROVISIONS

- 20.1 Subject to clause 20.2 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 Deed 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.

- 20.2 If the relevant parties are unable to resolve the dispute amicably pursuant to clause 20.1 following the meeting (or, if sooner, the expiry of ten (10) Working Days following the request for a meeting) pursuant to clause 20.1 such dispute or difference may be referred by any of the relevant parties to an Expert to be appointed by agreement between the relevant parties.

- 20.3 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:

20.3.1 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 his nomination; and

20.3.2 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).

- 20.4 If an Expert nominated or appointed pursuant to this clause 20 dies or declines to act another Expert may be appointed in their place in accordance with the provisions of clause 20.3.

- 20.5 The Expert will be appointed subject to an express requirement that they reach their decision and communicate it to the relevant 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 after the conclusion of the final hearing or the date on which the Expert receives the final submission or supporting material.

- 20.6 Notice in writing of the appointment of an Expert pursuant to this clause 20 shall be given by the Expert to the relevant parties and the expert shall invite each of the relevant parties to submit to them 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.
- 20.7 The Expert shall act as an expert and not as an arbitrator and shall consider any written representation submitted to them within the period specified in this clause 20 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own professional judgement.
- 20.8 The Expert shall give notice of their decision in writing and their decision will be final and binding on the parties hereto save in the case of fraud or manifest error.
- 20.9 If for any reason the Expert fails to make a decision and gives notice thereof in accordance with this clause 20 the party or parties may apply to the president of the Law Society for a substitute to be appointed in their place (which procedure may be repeated as many times as necessary).
- 20.10 The Expert's costs and the relevant parties' costs of engaging the Expert determination process shall be in the Expert's award or, in the event that the Expert makes no determination, the relevant parties shall bear their own costs and an equal share of the Expert's costs.
- 20.11 This clause 20 does not apply to any dispute in relation to matters of the law or the interpretation of this Deed which shall be subject to the jurisdiction of the courts.
- 20.12 Nothing in this clause 20 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 Deed.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The construction validity and performance of this Deed 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.

22. COUNTERPARTS

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

23. DELIVERY

- 23.1 The provisions of this Deed (other this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

24. NOTICES

24.1 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Deed shall be deemed to have been validly served if delivered in accordance with this clause 24.

24.2 Any notice, request, demand or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include email) and should be addressed as provided in clause 24.4.

24.3 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed (SAVE THAT such notice must be left at or sent to the address specified in clause 24.4) and any such notice shall be in 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.

24.4 Subject to clause 24.5, the contact details for each party are as follows:

24.4.1 For the Owner:

Address: []

Name:

Reference:

24.4.2 For BDW:

Address: []

Name:

Reference:

24.4.3 For the Council:

Address: The Town Hall, Wandsworth High Street, London SW18 2PU

Name: []

Reference: [2022/5288]

24.4.4 For the GLA:

Address: City Hall, Kamal Chunchie Way, London, E16 1ZE

Name: Head of Development Management

Reference: 2023/0171/S2

24.5 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:

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

24.5.2 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 the notice is received or deemed to be received.

25. DUTY TO ACT IN GOOD FAITH

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

26. PAYMENT OF FINANCIAL CONTRIBUTIONS

26.1 The Developer hereby covenants with and undertakes to the Council to:

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

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

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

DRAFT

SCHEDULE 1
DRAFT PERMISSION

DRAFT

SCHEDULE 2

PLANS

Plan 1

Plan 2

Plan 3

Plan 4

Plan 5

DRAFT

**SCHEDULE 3
NOTIFICATION OF PAYMENT FORM**

[Notification of payment form – LBW to confirm]

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SCHEDULE 4

AFFORDABLE HOUSING

The Developer covenants with the GLA and the Council as follows:-

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 The Developer covenants with and undertakes to the GLA and the Council to provide the Affordable Housing Units in accordance with the provisions of this Schedule 4.
- 1.2 The Developer shall construct and deliver the Affordable Housing Units within the Development in accordance with the Affordable Housing Mix in the locations shown on Plan 3.
- 1.3 The Affordable Housing Units and the Additional Affordable Housing Units shall together not exceed 60 per cent (by Habitable Room) of the Residential Units PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Target Tenure Split.

2. PROVISION OF AND USE AS AFFORDABLE HOUSING

- 2.1 The Developer shall ensure that the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Permission.
- 2.2 Subject always to paragraph 6 of this Schedule 4:
 - 2.2.1 the Developer shall not Occupy nor allow or cause or permit the Occupation of any Affordable Housing Units other than as Affordable Housing in perpetuity and shall retain the Affordable Housing Units in perpetuity;
 - 2.2.2 the Developer shall not Occupy nor allow or cause or permit the Occupation of any:
 - (a) Social Rented Housing Units other than as Social Rented Housing in perpetuity; and
 - (b) London Shared Ownership Housing Units other than as London Shared Ownership Housing for the term of the relevant London Shared Ownership Housing Lease, save where the tenant has acquired the entirety of the equity in the relevant unit through Staircasing.
- 2.3 The Developer shall construct, complete and provide the Affordable Housing Units in accordance with the tenure and mix set out in the following table in the locations shown on Plan 3:

	Social Rented Housing			London Shared Ownership Housing		
	Units	Habitable Rooms	Of which Wheelchair Accessible Housing Units	Units	Habitable Rooms	Of which Wheelchair Accessible Housing Units
Studio	0	0	0	0	0	0

	Social Rented Housing			London Shared Ownership Housing		
	Units	Habitable Rooms	Of which Wheelchair Accessible Housing Units	Units	Habitable Rooms	Of which Wheelchair Accessible Housing Units
1-bed	11	22	0	71	142	11
2-bed	49	147	7	54	162	0
3-bed	35	140	4	0	0	0
Total	95	309	11	125	304	11

3. DELIVERY OF AFFORDABLE HOUSING UNITS

3.1 Save where the Affordable Housing Provider is to be one of those listed in limb (a) of the definition thereof not to Occupy the Affordable Housing Units unless and until the Council has approved the proposed Affordable Housing Provider.

3.2 The Developer shall not Occupy nor cause or permit Occupation of more than 50% (fifty per cent) of Building A of the Development until:

3.2.1 100% (one hundred per cent) of the Residential Units in Building B of the Development have been completed and are ready and available for Occupation as Affordable Housing; and

3.2.2 a contract or contracts for the disposal to an Affordable Housing Provider of 100% (one hundred per cent) of the Residential Units in Building B of the Development has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs (i), (ii) and (iii) below in relation to the units being acquired:

- (a) to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;
- (b) to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and
- (c) not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

3.3 The Developer shall not Occupy nor cause or permit Occupation of more than 75% (seventy five per cent) of the Residential Units in Building C until:

3.3.1 100% (one hundred per cent) of the Residential Units in Building D of the Development have been completed and are ready and available for Occupation as Affordable Housing; and

3.3.2 a contract or contracts for the disposal to an Affordable Housing Provider of 100% (one hundred per cent) of the Residential Units in Building D of the Development has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs (i), (ii) and (iii) below in relation to the units being acquired:

- (a) to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;
- (b) to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and
- (c) not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

4. NOMINATIONS AGREEMENTS

- 4.1 The Developer shall not to Occupy or cause or permit Occupation of the Social Rent Housing Units in a Phase unless and until Nomination Agreement(s) are in place between the Council and the agreed Affordable Housing Provider for the relevant Social Rent Housing Units
- 4.2 The Developer shall include a condition within any transfer of the Social Rent Housing Units in a Phase to an Affordable Housing Provider to enter into Nomination Agreement(s) with the Council prior to Occupation of the relevant Social Rent Housing Units.

5. EXCLUSION OF LIABILITY

- 5.1 The obligations and restrictions contained in this Schedule 4 shall not bind:
 - 5.1.1 any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 6 below;
 - 5.1.2 an RTA Purchaser;
 - 5.1.3 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
 - 5.1.4 any lessee of a London Shared Ownership Housing Unit who has Staircased to 100% (one hundred per cent) ownership of such unit; and
 - 5.1.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.1.1-5.1.4 (inclusive).

6. CHARGE IN POSSESSION

- 6.1 In order to benefit from the protection granted by paragraph 5.1.1 above, a Chargee must:
 - 6.1.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (a) on the Council delivered by hand to the Council's offices at The Town Hall, Wandsworth High Street, London SW18 2PU between 09.00 a.m. and 05.00 p.m. (and having obtained a signed receipt as proof from an officer on the desk) or using first class registered post to the Council's offices at the address on the first page of this Deed in either case addressed to the [Head of Planning and Head of Legal Services of the Council]; and
 - (b) on the GLA either (A) by delivery by hand to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases

between 9 a.m. and 5 p.m. on a Working Day or (B) by using first class registered post to both the GLA's offices at City Hall, Kamal Churchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning);

- 6.1.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - 6.1.3 subject to paragraph 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.3 below.
- 6.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.
- 6.3 Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) (the "Buyer")), the Chargee will grant the Buyer an exclusive Option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- 6.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 6.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;
 - 6.3.3 provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 6.3.4 the Option will expire upon the earlier of:
 - (a) notification in writing by the Buyer that it no longer intends to exercise the Option; and
 - (b) the expiry of the Moratorium Period; andany other terms agreed between the parties to the Option (acting reasonably).
- 6.4 Following the service of the Intention Notice:
- 6.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 6.4.2 the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 4; and

- (b) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.
- 6.5 On the date falling ten (10) Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 6.4.2 above:
- 6.5.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 6.5.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 6.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
- 6.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 6.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 6.5.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than fourteen (14) days after his/her appointment and in any event within the Moratorium Period; and
- 6.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 4 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 6.6.1 neither the GLA nor the Council has served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 6.6.2 the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 6.6.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 6.7 The GLA and the Council (and the GLA's or the Council's nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.1-6.6 above (inclusive).
- 6.8 If the GLA or the Council notifies the Developer in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 6.1, references to the old address in paragraph 6.1 and the definition of "Date of Deemed Service" in this Deed shall be read as references to the new address.

7. LONDON SHARED OWNERSHIP HOUSING UNITS

- 7.1 The Developer shall procure that the Affordable Housing Provider shall ensure that any Disposal of the London Shared Ownership Housing Units shall be to an Eligible Purchaser.
- 7.2 The Developer shall procure that the Affordable Housing Provider shall submit the London Shared Ownership Housing Marketing Plan in respect of each Phase to the Council for approval prior to commencing marketing of any London Shared Ownership Housing Unit and shall not commence marketing of any London Shared Ownership Housing Unit in a Phase until the Council has approved the London Shared Ownership Housing Marketing Plan for that Phase in writing
- 7.3 The Council shall use Reasonable Endeavours to determine whether to approve the relevant London Shared Ownership Housing Marketing Plan and notify the Affordable Housing Provider of its decision in writing within 30 Working Days after receipt thereof from the Affordable Housing Provider
- 7.4 Where the Council determines not to approve a submitted London Shared Ownership Housing Marketing Plan in respect of a Phase the Council shall provide its reasons in writing and shall provide the Affordable Housing Provider with such further information as it might reasonably require to prepare and submit a further revision of the proposed Affordable Housing Marketing Plan
- 7.5 Where the Council approves the relevant London Shared Ownership Housing Marketing Plan the Affordable Housing Provider shall comply with the terms thereof in the marketing and disposal of the London Shared Ownership Housing Units in the relevant Phase

8. MONITORING

- 8.1 As soon as reasonably practicable following completion of this Deed and in any event no later than the next Quarter Day after the date of this Deed, the Council shall report to the Planning London Datahub the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of the Residential Units and other relevant information relating to the Development as specified in the Planning London Datahub including the number and tenure of the Affordable Housing Units by unit numbers and by Habitable Room.

SCHEDULE 5

EARLY STAGE VIABILITY REVIEW

The Developer covenants with the GLA and the Council as follows:-

1. EARLY STAGE REVIEW TRIGGER

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

1.2 No later than five (5) Working Days after receiving a written request from the GLA and/or the Council, the Developer shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA and the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Developer's notification pursuant to paragraph 1.1 above, the Developer shall afford the GLA and the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:-

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

1.3.2 comply with relevant health and safety legislation; and

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

1.4 No later than twenty (20) Working Days after the GLA and the Council receives:-

1.4.1 notice pursuant to paragraph 1.2 above; or

1.4.2 if the GLA and/or the Council makes a request under paragraph 1.2 above, the additional documentary evidence,

the Council (and if it elects to do so the GLA) shall inspect the Site and thereafter provide written confirmation to the Developer within ten (10) Working Days of the inspection date as to whether or not the Council (and if the GLA has inspected the Site, the GLA) consider that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the GLA and/or the Council notifies the Developer pursuant to paragraph 1.4 above that the GLA and/or the Council considers that Substantial Implementation has not been achieved then paragraph 1 of this Schedule shall continue to apply *mutatis mutandis* until the GLA and Council have notified the Developer that Substantial Implementation has been achieved.

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

1.6.1 the GLA and the Council have notified the Developer pursuant to paragraph 1.4 above that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and either

1.6.2 the GLA and the Council have notified the Developer pursuant to paragraph 3.5 below that no Additional Affordable Housing Units are required; or

- 1.6.3 if the GLA and the Council notify the Developer pursuant to paragraph 3.5 below that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 of this Schedule 5.

2. SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the GLA and the Council under paragraph 1.4 above or pursuant to dispute resolution as provided for in this Deed):-

- 2.1 the Developer shall submit the following information to the GLA and the Council no later than twenty (20) Working Days after the date on which the Developer is notified pursuant to paragraph 1.4 or 1.6 above that Substantial Implementation has been achieved, on the basis that the GLA and the Council may make such information publicly available:-
- 2.1.1 the Early Stage Development Viability Information for Formula 1a and Formula 2;
- 2.1.2 a written statement that applies the applicable Early Stage Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing Units can be provided; and
- 2.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- 2.2 paragraphs 3 and 4 below shall apply.

3. ASSESSMENT OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council and (if it elects to do so) the GLA shall assess the information submitted pursuant to paragraph 2 above and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council and the GLA shall be entitled to rely on their own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Developer.
- 3.2 The Council and the GLA may appoint External Consultants to assess the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3.
- 3.3 In the event that the Council, the GLA and/or an External Consultant requires further Early Stage Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the Council and the GLA and/or the External Consultants (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and the GLA and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.
- 3.4 When the Council and (if it has elected to do so) the GLA or their External Consultants have completed its assessment of the information submitted pursuant to paragraph 2 above, the Council and (if applicable) the GLA shall notify the Developer in writing of the Council's and (if applicable) the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where the Council and (if applicable) the GLA conclude that Additional Affordable Housing Units are required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the Council and (if applicable) the GLA for approval within ten (10) Working Days of the date on which it receives the Council's and (if applicable) the GLA's notice pursuant to paragraph 3.4 above.

3.6 If the Council's (or the GLA's) assessment pursuant to paragraph 3.4 concludes that:

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

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

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

3.7 The Developer shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment from the GLA and the Council.

3.8 In the event of a disagreement between the Council and the GLA (or their External Consultants) as to the assessment of the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3 then the conclusions of the GLA (or its External Consultant) shall prevail.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 Where it is determined pursuant to paragraph 3.4 of this Schedule 5 that one or more Additional Affordable Housing Units are required the Developer shall not Occupy any of the Open Market Housing Units in Phase 2 unless and until it has:

4.1.1 Practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

4.1.2 Paid any remaining surplus profit pursuant to paragraph 3.6 of this Schedule 5 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

4.2 The parties agree that the terms of Schedule 4 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

5. PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any Surplus Profit that is to be retained by the Developer following the Early Stage Review (if triggered).

6. MONITORING

6.1 The Parties acknowledge and agree that as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of this Schedule 5 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 of this Schedule 5 the Council

shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):

- 6.1.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- 6.1.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
- 6.1.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of this Schedule 5.

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APPENDIX TO SCHEDULE 5

FORMULAE FOR EARLY STAGE REVIEW

Formula 1a (Early Stage Review Surplus)

X = Surplus Return available for Additional Affordable Housing Units

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

Where:-

A = Early Stage Review GDV (£)

B = assumed application-stage GDV for the Open Market Housing Units at the date of the Permission (£) to be calculated using the following formula: $A \div (C + 1)$

C = percentage change in value for the Open Market Housing Units from the grant of the Permission to the Early Stage Review Date (by reference to the Land Registry House Price Index (HPI)) (%)

D = Early Stage Review Build Costs (£)

E = assumed application-stage Build Costs at the date of the Permission (£) to be calculated using the following formula: $D \div (F + 1)$

F = percentage change in Build Costs from the grant of the Permission to the Early Stage Review Date (by reference to the BCIS All-in Tender Price Index (BCIS TPI)) (%)

P = $(A - B) * Y$

Y = Target Return (%)

Notes:-

$(A - B)$ = the change in GDV of the Open Market Housing Units from the date of the Permission to the Early Stage Review Date (£).

$(D - E)$ = the change in Build Costs from the date of the Permission to the Early Stage Review Date (£).

P = Developer return on change in GDV excluding public subsidy (£).

Formula 2 (Early Stage Review Additional Affordable Housing Requirement)

X = Additional Social Rented Housing requirement (habitable rooms)

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

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

$$Y = ((E * G) / (A - C)) / D$$

Where:-

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

B = Average Social Rented Housing Value (£ per m2)

C = Average London Shared Ownership Housing Value (£ per m2)

D = Average Habitable Room Size for the Development (being m2)

E = Surplus return available for additional affordable housing (as determined in Formula 1a Early Stage Review)

F = Percentage of surplus return available for Additional Affordable Housing Units to be used for Social Rented Housing (per cent)

G = Percentage of surplus return available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (per cent)

Notes:-

(A – B) = difference in average value of market housing per m2 and average value of Social Rented Housing per m2 (£).

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

(E * F) = surplus return to be used for Social Rent (£).

(E * G) = surplus return to be used for London Shared Ownership (£).

(E * F) / (A – B) = additional Social Rented Housing requirement (m2) (£).

(E * G) / (A – C) = additional London Shared Ownership Housing requirement (m2) (£).

SCHEDULE 6

TRANSPORT AND HIGHWAYS

The Developer hereby covenants with the GLA and the Council as follows:

1. CONTROLLED PARKING ZONE

- 1.1 Not to permit Occupation of the Development until Occupiers have been given advance notice in writing of the provisions in paragraph 1.2 below.
- 1.2 To ensure that:
 - 1.2.1 first and subsequent Occupiers are notified in writing that (unless they are holders of a Disabled Persons Badge) they are prohibited from applying for a parking permit to park a vehicle in any present or future CPZ operating in the vicinity of the Site;
 - 1.2.2 material published and any agreements entered into by first or subsequent Occupiers or their agents for the purpose of letting the development or part thereof incorporates notice to potential Occupiers of the restrictions set out in this paragraph 1.2; and
 - 1.2.3 first and subsequent Occupiers hereby waive all rights and entitlement to a permit to park in any present or future CPZ operating in the vicinity of the Site (unless the Occupier concerned becomes entitled to a Disabled Person's Badge).

2. TRAVEL PLAN AND SUSTAINABLE TRAVEL FUND

- 2.1 To submit a Residential Travel Plan to the Council for approval prior to Occupation of any Residential Unit and not to Occupy any Residential Unit until the Council has approved a Residential Travel Plan.
- 2.2 To pay:
 - 2.2.1 the Phase 1 Residential Travel Plan Monitoring Fee to the Council on or prior to Occupation of 75% (seventy five per cent) of the Residential Units in Phase 1;
 - 2.2.2 the Phase 1 Sustainable Transport Fund Payment to the Council on or prior to Occupation of 75% (seventy five per cent) of the Residential Units in Phase 1;
 - 2.2.3 the Phase 2 Residential Travel Plan Monitoring Fee to the Council on or prior to Occupation of 75% (seventy five per cent) of the Residential Units in Phase 2; and
 - 2.2.4 the Phase 2 Sustainable Transport Fund Payment to the Council on or prior to Occupation of 75% (seventy five per cent) of the Residential Units in Phase 2.
- 2.3 Not to Occupy more than:
 - 2.3.1 75% (seventy five per cent) of the Residential Units in Phase 1 unless and until the Phase 1 Residential Travel Plan Monitoring Fee and the Phase 1 Sustainable Transport Fund Payment have been paid to the Council; and
 - 2.3.2 75% (seventy five per cent) of the Residential Units in Phase 2 unless and until the Phase 2 Residential Travel Plan Monitoring Fee and the Phase 2 Sustainable Transport Fund Payment have been paid to the Council.

- 2.4 To comply with the terms of the approved Residential Travel Plan (or such other travel plan as may be varied or substituted by agreement between the parties from time to time) in the manner and at the times specified within those plans for not less than the monitoring period specified in paragraph 2.5 below.
- 2.5 On the first, third and fifth anniversaries of the Occupation of 75% (seventy five per cent) of the Residential Units ("the monitoring period") the Developer shall (unless otherwise agreed by the Council) submit to the Council data survey showing trip generation from the Development. The survey shall be carried out in compliance with the methodology set out in Travel Plan guidance published by TfL in 2013 (or such other methodology as may be agreed between the Developer and the Council) at the Developer's cost.
- 2.6 In the event that any data survey conducted pursuant to paragraph 2.5 above demonstrates that the Trip Generation Target is not being achieved, the Developer shall agree with the Council in writing further measures which shall be incorporated into the Residential Travel Plan to ensure that the Trip Generation Target will be met.
- 2.7 Where in the monitoring period up to the first anniversary of Occupation of 75% of the Residential Units it is not possible to incorporate measures into the Residential Travel Plan to ensure that the Trip Generation Target is met then the Council and the GLA shall liaise with TfL to establish measures to achieve the objectives of the Residential Travel Plan and the Sustainable Transport Fund shall be applied by the Council in liaison with the Developer to implement such measures.
- 2.8 Where the Sustainable Transport Fund has not been expended in full by the date being five years after Practical Completion of the Development then the Council shall repay in equal proportion the remaining balance of the Sustainable Transport Fund to the persons who made the Phase 1 Sustainable Transport Fund Payment and Phase 2 Sustainable Transport Fund Payment respectively.
- 3. CAR PARKING SPACES**
- 3.1 To make available to the Affordable Housing Provider one (1) disabled parking space for each of the Wheelchair Accessible Housing Units to be used by the Occupiers of the Wheelchair Accessible Housing Units prior to Occupation of the Wheelchair Accessible Housing Units.
- 3.2 Not to Occupy more than 75% (seventy five per cent) of the Open Market Housing Units in Phase 1 unless and until the disabled parking spaces required to be provided for all of the Wheelchair Accessible Housing Units in Phase 1 have been provided.
- 3.3 Not to Occupy more than 75% (seventy five per cent) of the Open Market Housing Units in Phase 2 unless and until the disabled parking spaces required to be provided for all of the Wheelchair Accessible Housing Units in Phase 2 have been provided.
- 3.4 To ensure that the forty eight (48) car parking spaces within the Development are allocated proportionately between the Open Market Housing Units, the London Shared Ownership Housing and the Social Rented Housing Units and to ensure that those spaces allocated for use by Occupants of the Social Rented Housing Units are made available at nil cost to those Occupiers.
- 3.5 To ensure that one (1) membership to a Car Club is made available to one Occupier of each Residential Unit in first Occupation for a period of one year from first Occupation of that Residential Unit.
- 3.6 In all materials published by the Developer or its agents for the purposes of selling or letting any Residential Unit to notify potential purchasers or other occupants of the Car Club arrangements.

4. BUS INFRASTRUCTURE CONTRIBUTION

- 4.1 To pay the Bus Infrastructure Contribution to TfL prior to Occupation and not to Occupy or permit any Occupation of the Development until the Bus Infrastructure Contribution has been paid in full to TfL.

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SCHEDULE 7

EMPLOYMENT AND SKILLS

The Developer hereby covenants with the GLA and the Council as follows:

1. EMPLOYMENT AND SKILLS

1.1 To pay to the Council:

1.1.1 the Phase 1 Employment and Skills Contribution prior to Commencement of Phase 1; and

1.1.2 the Phase 2 Employment and Skills Contribution prior to Commencement of Phase 2.

1.2 Not to:

1.2.1 Commence Phase 1 until the Phase 1 Employment and Skills Contribution has been paid to the Council; and

1.2.2 Commence Phase 2 until the Phase 2 Employment and Skills Contribution has been paid to the Council.

1.3 The Developer and the Council covenant with each other to discharge their respective obligations as set out in the Local Employment Agreement in respect of each Phase.

SCHEDULE 8

ENERGY AND SUSTAINABILITY

The Developer hereby covenants with the GLA and the Council as follows:

1. CARBON OFFSETTING CONTRIBUTION

- 1.1 To pay to the Council 50% (fifty per cent) of the Carbon Offsetting Contribution payable in respect of each Building as identified in Table 1 below prior to Commencement of the relevant Building and not to Commence or permit Commencement of that Building unless and until 50% (fifty per cent) of the Carbon Offsetting Contribution in respect of that Building has been paid to the Council.

Table 1

Building	50% of the Carbon Offsetting Contribution	Apportionment of total Development carbon dioxide emissions for purposes of "T" in paragraph 1.3 (%)
A	£32,838.06	17.80%
B	£30,808.74	16.70%
C	£64,938.19	35.20%
D	£50,179.51	27.20%
E	£5,718.99	3.10%

- 1.2 Following Practical Completion of the relevant Building, to undertake and submit to the Council for approval an assessment of the carbon dioxide emissions of the completed Building so as to calculate the "**Balancing Amount**".
- 1.3 The Balancing Amount shall be calculated using the following formula:

$$\text{Balancing Amount (£)} = ((T - R) \times Y \times Z) - C$$

Where:

T is the target reduction in the amount of carbon dioxide (expressed in tonnes) equal to 100% (one hundred per cent) of the Development's annual carbon dioxide emissions if constructed in accordance with the 2015 Building Regulations, apportioned to the relevant Building in accordance with Table 1 above.

R is the actual reduction in the amount of carbon dioxide (expressed in tonnes) equal to what the Development's annual carbon dioxide emissions would be if constructed in accordance with the 2015 Building Regulations minus the as-built Building's actual annual carbon dioxide emissions.

Y is 30 which is the number of years for which the contribution is payable.

Z is 95 which is the cost in pounds of carbon per tonne of carbon dioxide taken from London Plan 2021.

C is the Carbon Offsetting Contribution paid in respect of the relevant Building under paragraph 1.1.

- 1.4 To notify the Council of the Balancing Amount for the relevant Building within twenty (20) Working Days of the Practical Completion of that Building.
- 1.5 In the event that the approved Balancing Amount for a Building is greater than zero, to pay the Council the approved Balancing Amount in respect of that Building within twenty (20) Working Days of Occupation of the relevant Building.
- 1.6 In the event that the approved Balancing Amount across the Development as a whole is less than zero following the calculation of the Balancing Amount in respect of the final Building to be constructed, the Council covenants to pay to the Owner the absolute value of the Balancing Amount within 20 Working Days of Occupation of the final Building to be constructed.

2. CONNECTION TO HEAT NETWORK

- 2.1 The Developer shall connect Phase 1 of the Development to the Springfield Heat Network in accordance with the approved Energy Strategy prior to Occupation of Phase 1.
- 2.2 The Developer shall not Occupy Phase 1 until Phase 1 has been connected to the Springfield Heat Network in accordance with the approved Energy Strategy.
- 2.3 The Developer shall connect Phase 2 of the Development to the Springfield Heat Network in accordance with the approved Energy Strategy prior to Occupation of Phase 2.
- 2.4 The Developer shall not Occupy Phase 2 until Phase 2 has been connected to the Springfield Heat Network in accordance with the approved Energy Strategy.

3. BE SEEN ENERGY MONITORING

- 3.1 Prior to Occupation of each Building, the Developer shall:
 - 3.1.1 provide updated accurate and verified "as-built" design estimates of the "Be Seen" energy performance indicators for each Reportable Unit within that Building, as per the methodology outlined in the "As-built stage" section of the GLA "Be Seen" energy monitoring guidance (or any document that may replace it); and
 - 3.1.2 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).
- 3.2 On the first anniversary of first Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four (4) years after that date, the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the "In-use stage" section of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it).
- 3.3 The obligation at paragraph 2.2 will be satisfied after the Developer 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 (5) years.
- 3.4 In the event that the "In-use stage" evidence submitted under paragraph 2.2 shows that the "As-built stage" performance estimates derived from paragraph 2.1 have not been or are not being met, the Developer shall 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. An action plan comprising the measures identified pursuant to this paragraph 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 Developer as soon as reasonably practicable.

- 3.5 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/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>).

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SCHEDULE 9

HEALTHCARE

The Developer hereby covenants with the Council and the GLA as follows:

1. HEALTHCARE CONTRIBUTIONS

1.1 To pay:

1.1.1 the Phase 1 Healthcare Contribution to the Council prior to Occupation of Phase 1; and

1.1.2 the Phase 2 Healthcare Contribution to the Council prior to Occupation of Phase 2.

1.2 Not to Occupy:

1.2.1 Phase 1 until the Phase 1 Healthcare Contribution has been paid to the Council; and

1.2.2 Phase 2 until the Phase 2 Healthcare Contribution has been paid to the Council.

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SCHEDULE 10

PUBLIC REALM

The Developer hereby covenants with the Council and the GLA as follows:

1. PHASE 2B SPRINGFIELD PARK

- 1.1 The Developer shall provide the Phase 2B Springfield Park and carry out all necessary works to lay out the Phase 2B Springfield Park prior to the date of first Occupation of more than 95% (ninety five per cent) of the Residential Units.
- 1.2 The Developer shall not Occupy more than 95% (ninety five per cent) of the Residential Units to be Occupied within the Development unless and until the Phase 2B Springfield Park has been Practically Completed.
- 1.3 The Developer shall procure the transfer of the Phase 2B Springfield Park to the Estate Management Company as soon as reasonably practicable following its being laid out in accordance with paragraph 1.1 above.
- 1.4 Until the transfer of the Phase 2B Springfield Park to the Estate Management Company the Developer shall maintain the Phase 2B Springfield Park in accordance with those parts of the Springfield Park Management Strategy stated to be applicable to the Phase 2B Springfield Park.
- 1.5 Following:
 - 1.5.1 completion of the Phase 2B Springfield Park pursuant to paragraph 1.1 above; and
 - 1.5.2 its transfer to the Estate Management Company,the Phase 2B Springfield Park shall be maintained in accordance with those parts of the Phase 2B Springfield Park Management Strategy stated to be applicable to the Phase 2B Springfield and to the Council's satisfaction by the Estate Management Company.
- 1.6 The Phase 2B Springfield Park shall be kept open and accessible to the public during the opening hours specified in the Springfield Park Management Strategy PROVIDED ALWAYS THAT the Developer may close and/or prevent public use or access to the land forming the Phase 2B Springfield Park (only to the minimum extent and for the minimum timescale as is reasonably required) for the following reasons:-
 - 1.6.1 the laying out of the Streatham Cemetery Access Route;
 - 1.6.2 the laying out of any estate roads within the vicinity of the Phase 2B Springfield Park;
 - 1.6.3 works of planting or other soft landscaping to the Phase 2B Springfield Park;
 - 1.6.4 the maintenance, repair, renewal, cleaning or other required works to or erection of structures (subject to obtaining necessary planning consents) on the Phase 2B Springfield Park or immediately adjoining areas;
 - 1.6.5 the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or any services or service media serving such building or buildings now or hereafter on the land adjoining the Phase 2B Springfield Park or any part thereof (including the erection of scaffolding);
 - 1.6.6 the rebuilding or redevelopment of any part or parts of the land adjoining the Phase 2B Springfield Park;
 - 1.6.7 in cases of emergency or danger to the public;

1.6.8 in the interests of security;

1.6.9 any other sufficient cause approved in writing by the Council.

1.7 It is agreed between the Developer and the Council that there is no intention to create any public rights over the Phase 2B Springfield Park and access of the public to the Phase 2B Springfield Park shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or parts or part thereof and the Developer shall be permitted to close any part of the Phase 2B Springfield Park for one (1) day a year to prevent public or private rights accruing over it by means of prescription or other process of law and may erect such signage to notify the public of such intentions.

2. STREATHAM CEMETERY ACCESS ROUTE

2.1 The Developer shall use Reasonable Endeavours to procure the delivery of the Streatham Cemetery Access Route on or prior to first Occupation of more than 90% (ninety per cent) of the Residential Units in Phase 1 SUBJECT ALWAYS TO the Developer being reasonably able to obtain on a commercially prudent basis all necessary consents and approvals from any and all third party landowners whose consent or approval is reasonably necessary to deliver the Strategy Cemetery Access Route.

2.2 Where the Streatham Cemetery Access Route has been delivered then the Developer shall keep the Streatham Cemetery Access Route open to the public during the hours when both Springfield Park and Streatham Cemetery are open and accessible to the public PROVIDED ALWAYS THAT the Developer may close and/or prevent public use or access to the land forming the Streatham Cemetery Access Route (only to the minimum extent and for the minimum timescale as is reasonably required) for the following reasons:-

2.2.1 the laying out of the Phase 2B Springfield Park;

2.2.2 works of planting or other soft landscaping in the vicinity of the Streatham Cemetery Access Route;

2.2.3 the maintenance, repair, renewal, cleaning or other required works to or erection of structures (subject to obtaining necessary planning consents) on the Streatham Cemetery Access Route or immediately adjoining areas;

2.2.4 the laying, construction, inspection, maintenance, repair or renewal or cleaning of any services or service media serving the Development or any part thereof (including the erection of scaffolding);

2.2.5 the rebuilding or redevelopment of any part or parts of the land adjoining the Streatham Cemetery Access Route;

2.2.6 maintenance of any part of the boundary with Streatham Cemetery;

2.2.7 in cases of emergency or danger to the public;

2.2.8 in the interests of security;

2.2.9 any other sufficient cause approved in writing by the Council;

2.3 It is agreed between the Developer and the Council that there is no intention to create any public rights over the Streatham Cemetery Access Route and access of the public to the Streatham Cemetery Access Route shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or parts or part thereof and the Developer shall be permitted to close any part of the Streatham Cemetery Access Route for one (1) day a year to prevent public or private rights accruing over it by means of prescription or other process of law and may erect such signage to notify the public of such intentions.

- 2.4 In the event that the Developer is not able to procure the delivery of the Streatham Cemetery Access Route on or prior to first Occupation of more than 90% (ninety per cent) of the Residential Units in Phase 1 then the Developer shall continue to use Reasonable Endeavours to do so prior to the Practical Completion of the final Residential Unit to be Practically Completed in the Development.

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SCHEDULE 11

ARTS AND CULTURE

1. ARTS AND CULTURE

- 1.1 The Developer covenants with the GLA and the Council that from the date of Commencement of the Development the Developer shall implement and comply with the requirements of the Cultural Action Plan for the lifetime of the Development in respect of each Phase.

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APPENDIX 1

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APPENDIX 2

LOCAL EMPLOYMENT AGREEMENT

LOCAL EMPLOYMENT AGREEMENT

The Developer and Council covenant with each other to discharge their respective obligations set out in this Local Employment Agreement.

Recitals

1. The Developer wishes to give a high priority to helping Local People find work and improve their skills developing a healthy local economy and community cohesion and is committed to ensuring that the Development contributes in every way possible to maximise the employment and training opportunities for Local People and Local Businesses. The Developer also recognises the wider value of supporting good practice in skills development and recruitment in furthering economic growth, competitiveness and social inclusion in line with national, regional and local policy.
2. The purpose of this Local Employment Agreement is to set out the means by which the Developer and the Council will work together to ensure this commitment to the people in the Borough is realised. The overall objective of the provisions of this Local Employment Agreement is to maximise the business, employment and training opportunities for Local People and Local Businesses generated by the Development having due regard to the composition of the local population and the labour market challenges faced by particular groups within it in order to meet the Council's, Owner and contractors' obligations under the Equalities Act 2010
3. The Developer and the Council wish to see that jobs of all types and at all levels which are created in the Development are filled as far as is practicable by Local People. The Developer therefore covenants with the Council and the GLA to use Reasonable Endeavours to meet a range of targets and undertakings linked to the Development within an agreed Employment and Skills Plan. This sets out industry recognised benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use.
4. The Developer shall recognise that the Council is the principal agency working to maximise the employment of local people and local business benefit and will engage with the EDO accordingly. This is amplified where appropriate in the operative provisions.

Operative Provisions

1. The Developer shall submit to the Council for its written approval the Employment and Skills Plan [by] in respect of each Phase].
2. The Developer shall not or cause or permit in respect of each Phase unless and until the Council has approved the Employment and Skills Plan in writing.
3. The Developer will work with the Council's EDO to ensure that Local Businesses and suppliers are provided with information about the Development and are given the opportunity to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development.
4. The Developer will work with its contractors responsible for delivering the Development to raise the skills and employability of local people through the delivery of the Employment and Skills Plan as set out in paragraph 3. The Developer shall work with the EDO and its partners to use Reasonable Endeavours to match opportunities in the Employment and Skills Plan to Local People, especially those living in communities in close proximity to the Site.
5. In order to achieve the stated objectives, the Developer covenants with the Council that it will:-

- a. provide the Council's EDO with a named contact who will be responsible for implementing the provisions of this Local Employment Agreement;
- b. recognise the Council is the principal agency working to maximise the employment of local people and to participate in Council employment initiatives where relevant; to covenant that any contractors and sub-contractors do the same;
- c. use Reasonable Endeavours to ensure that any contractors or sub-contractors appointed engage as fully as possible with the Council's EDO as the principal agency;
- d. use Reasonable Endeavours to ensure that Local Businesses (including local contractors, sub-contractors and suppliers) are provided with:-
 - i. information about the Development and the provisions of this Local Employment Agreement; and
 - ii. opportunities to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development during the construction phase where available and practicable, at least 20% (twenty per cent) of supplies and services to be provided by local suppliers;
- e. use Reasonable Endeavours to ensure that adequate opportunities are made by the Developer, its contractors and sub-contractors and business tenants to enable schools and other educational establishments to provide students with work experience and to create a positive link between school and employers on the Development;
- f. use Reasonable Endeavours to encourage future tenants of the Development to promote, recruit and train employees from the Borough and use Local Businesses for the provision of goods and services required during the ongoing operation of the Development in line with the Employment and Skills Plan;
- g. ensure that the provisions of this Local Employment Agreement are set out in an Employment and Skills Plan. The Employment and Skills Plan shall include comprehensive information about local employment services and other resources which are available to support the Developer and the Council's efforts to implement the Employment and Skills Plan with contractors, subcontractors, suppliers and business tenants, such information to have been provided by the Council's EDO;
- h. include the Employment and Skills Plan both at the advertisement, pretender or other equivalent stage and in the tender documentation issued to prospective contractors and sub-contractors, and use Reasonable Endeavours to ensure that the contractors and sub-contractors:-
 - i. incorporate the provisions of this Local Employment Agreement in their tender responses and use Reasonable Endeavours to ensure that Local People and Local Businesses are able to benefit directly from employment and training activity arising from the construction of the Development;
 - ii. provide the Council's EDO with a schedule/programme of work and levels of workforce at an indicative level before commencement of works and at regular intervals during the construction of the Development to allow for effective preparation by the Council's EDO to meet the provisions of this Local Employment Agreement;
 - iii. provide the Council's EDO (or its nominated agency) notification of all job vacancies sub-contract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies/opportunities arise having due regard to paragraph 2 and clause ii above;
 - iv. a labour forecasting exercise for the development phase has been commissioned by the NEV partnership and it is expected this information will be used along with the

following process flow to enable effective mobilisation, and management of the Employment and Skills Plan. This information will be used by the Contractor with support of the EDO (or its nominated agency) to identify timings and indicative training volumes that will be used to inform training providers and employers in a timely fashion to enable planned and pro-active recruitment

Template requirements in S106 Employment Agreements agreed at time of planning permission



Not less than one month before start of works, contractor to provide procurement timetable and mobilisation plan



Contractor to provide labour histograms and SQEP Plan together with expectations for new hires vs existing workforce



Match against NEV Skills Forecast Baseline Analysis to identify correlation against programme wide assumptions



Produce ESP, phased over time and broken down by trade group/work package reflecting agreed aggregate targets and recruitment requirements



Produce quarterly profile for Year 1 and six month profile for future years



Communicate requirements to Brokerages and Training Partnership to plan provision



Review at least quarterly

- v. agree to a short period (not less than 10 days unless otherwise agreed with the EDO) for vacancies to be advertised exclusively to local residents via the EDO brokerage mechanism or other arrangements agreed with the EDO;
- vi. provide the Council's EDO with regular information about the numbers of residents and businesses benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equalities Act 2010;
- vii. provide to business tenants before exchange of any lease a copy of the Employment and Skills Plan and use Reasonable Endeavours to ensure that they (a) engage with the Council's EDO to provide levels of workforce recruitment associated with occupation of the Development to allow for effective preparation by the Council's EDO to meet the provisions of this Local Employment Agreement (b) provide the Council's EDO with notification of all job vacancies and opportunities available to Local Businesses to tender for the supply of goods and services as soon as reasonably practicable after such vacancies/opportunities arise; and (c) provide the Council's EDO with levels of workforce to allow for effective preparation by the Council's EDO to meet the provisions of this Local Employment Agreement;

PROVIDED ALWAYS THAT nothing contained in this Appendix shall operate in such a way as to restrict the ability of the Developer or its contractors or tenants to accept whichever tender or enter into such other contract for goods or services or employment as the Developer or contractor shall decide in its absolute discretion or to tender matters in respect of which the Developer has group purchasing agreements.

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APPENDIX 3

SPRINGFIELD PARK MANAGEMENT STRATEGY

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N WITNESS WHEREOF the parties hereto have executed this Deed on the day and year first before written

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

THE **COMMON SEAL** of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF WANDSWORTH)
was affixed to this DEED)
BY ORDER

Authorised Officer

.....

Seal Number

.....

**The Common Seal of South West)
London and St George's Mental Health)
NHS Trust was affixed in the presence)
of:**

Director

.....

Director/Secretary

.....

Executed as a Deed by [])
and [])
pursuant to a Power of Attorney dated)
[] for and on)
behalf of **BDW TRADING LIMITED**)

.....
SIGNATURE OF WITNESS

Name:

Address:

.....

Occupation:

.....
SIGNATURE OF ATTORNEY

[] as attorney for
BDW TRADING LIMITED

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SIGNATURE OF WITNESS

Name:

Address:

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Occupation:

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SIGNATURE OF ATTORNEY

[] as attorney for
BDW TRADING LIMITED

