

DATED

2026

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH
AND FULHAM
- (3) FUTURE ACADEMIES
- (4) LONDON SQUARE DEVELOPMENTS LIMITED

PLANNING OBLIGATION

Made pursuant to Section 106 of the Town and Country Planning Act 1990 as amended

Land known as Phoenix Academy, The Curve, London, W12 0RQ

(Planning application reference: 2025/02541/FUL)

Ref: xx/xxxxx

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BETWEEN:

THE GLA

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");

And

THE COUNCIL

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall King Street Hammersmith London W6 9JU

And

OWNER

FUTURE ACADEMIES a company registered in England under registration number 06543442 whose registered address is situated at Lupus Street London SW1V 3AT

And

DEVELOPER

LONDON SQUARE DEVELOPMENTS LIMITED a company registered in England under registration number 07160957 whose registered address is situated at One York Road, Uxbridge, Middlesex, England, UB8 1RN

1. BACKGROUND

- 1.1. The Council is the local planning authority for the purposes of the 1990 Act and the highway authority for the purposes of the 1980 Act for the area in which the Site is situated and is the appropriate statutory body to enforce the obligations in this Deed.

- 1.2. The Owner is registered as proprietor of the Site with freehold title absolute under title number BGL126963.
- 1.3. The Planning Application was submitted to and validated by the Council on 16 December 2025 and is sought to undertake the Development.
- 1.4. At a meeting of the Council's Planning Committee on 14 April 2026, the Council resolved to refuse the Planning Application.
- 1.5. On 1 June 2026, the Mayor of London gave a direction to the Council under powers conferred by section 2A of the 1990 Act that he would act as the local planning authority for the purposes of determining the Planning Application.
- 1.6. At a representation hearing held on [] the decision maker at the GLA resolved to approve the Planning Application and grant the Planning Permission subject to imposing planning conditions and prior completion of this Deed.
- 1.7. 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. The GLA is also an authority by whom the obligations in this Deed are enforceable pursuant to section 106(9)(d).
- 1.8. 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.

- 1.9. 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.
- 1.10. 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.
- 1.11. The Owner has agreed that the Development on the Residential Land shall be carried out only in accordance with the relevant rights and obligations set out in this Deed.
- 1.12. The Owner has agreed that the Development on the School Land Phase shall be carried out only in accordance with the relevant rights and obligations set out in this Deed.
- 1.13. The Developer has entered into a conditional contract with the Owner in respect of the Residential Land and has agreed to enter this Deed as set out herein.
- 1.14. The Parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.
- 1.15. 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 (as amended), 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.
- 1.16. The Parties have agreed to enter this Deed to secure the planning obligations set out in this Deed with the intention that the terms set out in this Deed may be enforceable against the Owner, as set out herein, and its successors in title subject to clauses 6 and 9 of this Deed.

OPERATIVE PROVISIONS

IT IS AGREED AS FOLLOWS:

2. DEFINITIONS

In this Agreement the following expressions shall have the meanings indicated:

"1980 Act"	means the Highway Act 1980 (as amended)
"the 1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Block"	means a block or building within the Development
"Borough"	means the administrative area comprising the London Borough of Hammersmith and Fulham
"Challenge"	means the Planning Permission being the subject of judicial review proceedings or an application for permission to judicially review the Planning Permission is lodged in the High Court and including any appeal to a higher court
"Commence"	means the date upon which any material operation in connection with the Development or such part or Phase as may be specified has begun to be carried out as that expression as defined in Section 56 (4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose): (a) [demolition works;] (b) archaeological investigations and works; (c) ground investigations and/or site survey; (d) site clearance and preparation; (e) ecological surveys, investigations or assessments; (f) environmental preparatory works; (g) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;

- (h) the erection of fencing and/or hoarding to enclose the Development or any part of the Development and the erection of an enclosure for the purpose of site security, erection of temporary facilities for security personnel, erection of security cameras and interim landscaping works;
- (i) works for temporary accesses, diversion of highways and the laying out of roads for construction purposes;
- (j) temporary buildings, moveable structures and the erection of site buildings for construction purposes;
- (k) temporary display of site advertisements and notices;
- (l) contamination tests;
- (m) boreholes or trial pits; and
- (n) works of decontamination and remediation,

and “Commencement” and “Commencement Date” shall be construed accordingly by reference to the relevant part of a Phase as expressed in the relevant obligation

“Demolition and Construction Logistics Plan”

means a plan to be submitted to the Council for approval in accordance with condition [] of the Planning Permission in respect of the Development as a whole

Demolition and Construction Logistics Plan Monitoring Fee”

means the sum of £[5,000] (five thousand pounds) per annum to be paid by the Owner to the Council for a period of three years only for the purpose of reviewing and monitoring the approved Demolition and Construction Logistics Plan

“Demolition and Construction Management Plan”	means a plan to be submitted to the Council for approval in accordance with condition [] of the Planning Permission in respect of the Development as a whole
“Demolition and Construction Management Plan Monitoring Fee”	means the sum of £[5,000] (five thousand pounds) per annum to be paid by the Owner to the Council for a period of three years only for the purpose of reviewing and monitoring the approved Demolition and Construction Management Plan
“Development”	means the development of the Site in accordance with the Planning Permission (as may be varied from time to time)
“Director of Planning and Property”	means the Council’s Director of Planning and Property or such other officer whose designation has been notified in writing
“Educational Facility”	means the school building comprised of one school building ranging from 2 to 5 storeys made up of 8,091sqm (GIA) of educational floorspace (Use Class F1) to be provided as part of the Development
“Expert”	means an independent and suitable person holding appropriate professional qualifications to be appointed under the dispute provisions in clause 20 of this Deed
“Implementation”	means the first date on which any material operation (as defined by section 56(4) of the 1990 Act) forming part of the Development begins to be carried out and the terms “Implement” and “Implemented” shall be construed accordingly;

“Indexed”

means the “All Items” Retail Prices Index published by the Office for National Statistics (or any successor ministry, department or organisation or, if such index is at the relevant time no longer published, such other comparable index or basis for indexation as may be agreed between the Parties. Any sum due under this Agreement shall be increased in line with the Index from **[Start Date]** until **[Date Payment is Made]**. and “Indexation” shall be construed accordingly

“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

“Legal Estate”

means a freehold or leasehold estate capable of existing at law and includes any such estate which has been validly transferred to a person pursuant to a completed disposition, whether or not the transferee has at that time been registered as proprietor at HM Land Registry

“Material Interest”

means a legal interest which is either a freehold estate or a leasehold interest, the lease term of which is equal to 7 (seven) years or more

“Occupation”

means occupation of the Development (or a Block or Phase) for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in demolition, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly

“Owner”

means the freehold owner of the Site

“Parties”	means the GLA, the Council, the Owner and the Developer
“Phase”	means a part of the Development as identified on the Phasing Plan
“Phasing Plan”	means the plan appended hereto at Appendix [X] and marked “Plan 2” showing the Phases of the Development
“Plan 1”	means the plan appended hereto at Appendix [X] and marked “Plan 1” showing the Site edged red
“Planning Application”	means an application for planning permission allocated statutory registration no.2025/02541/FUL for the redevelopment of the Site comprising the demolition of existing buildings and structures, and comprehensive phased redevelopment of existing school site comprising erection of two new buildings ranging from 2 to 8 storeys containing 307 no. residential units (Use Class C3), and one school building ranging from 2 to 5 storeys to provide 8,091 sqm (GIA) of educational floorspace (Use Class F1) including alteration of existing buildings, together with private and communal amenity space, landscaping, car parking, cycle parking and other associated works
“Planning Permission”	means the full planning permission for the Development to be granted by the GLA pursuant to the Planning Application (a draft of which is appended to this Deed at Error! Reference source not found.) including for the avoidance of doubt any non-material amendments to that permission approved subsequent to its grant by the Council under section 96A of the 1990 Act

“Practical Completion”

means issue of a certificate by the Owner’s architect, civil engineer, or chartered surveyor as appropriate (or if constructed by another party, the issue of a certificate by that party’s architect, civil engineer, or chartered surveyor) certifying that the Development or a Phase or part of the Development is for all practical purposes sufficiently complete to be put into use and “**Practically Completed**” shall be construed accordingly

“Residential Land”

means that part of the Site shown [] on the Phasing Plan on which the Residential Phase is to be carried out

“Residential Land Transfer”

means the transfer from the Owner to the Developer of a freehold interest of the Residential Land

“Residential Phase”

means that part of the Development to be carried out on the Residential Land comprising the construction of the Residential Units and associated infrastructure.

“Residential Phase Construction Period”

means the period of construction of the Residential Phase from Commencement until Practical Completion of the Residential Phase being the anticipated period of three years

“Residential Phase Monitoring Contribution”

means the sum of [£X] paid by the Owner to the Council to monitor the obligations concerning the Residential Phase in this Deed

“Residential Unit”	means any Residential Unit which is to be created on the Site pursuant to the Planning Permission for residential use and “Residential Units” shall be construed accordingly
“School Land”	means that part of the Site shown [] on the Phasing Plan on which the School Land Phase is to be carried out
“School Land Phase”	means that part of the Development to be carried out on the School Land comprising the Educational Facility and any associated infrastructure
“School Land Phase Construction Period”	means the period of construction of the School Land Phase from Commencement until Practical Completion of the School Land Phase being the anticipated period of [three] years
“School Land Phase Monitoring Contribution”	means the sum of £X paid by the Owner to the Council to monitor the obligations concerning the School Land Phase in this Deed
“Section 73 Permission”	means any permission granted pursuant to an application under section 73/73B (once in force) of the 1990 Act
“Site”	means land known as Phoenix Academy, The Curve, London, W12 0RQ shown for the purposes of identification only edged in red on Plan 1
“TfL”	means Transport for London which is the strategic transport authority] for the area in which the Site is located
“Undertakes”	means undertakes pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 as amended and “Undertakings” shall be construed accordingly

“Working Day”

means any day other than a Saturday or Sunday or public holiday

3. INTERPRETATION

- 3.1. Headings appearing in this Deed are for ease of reference only and shall not affect its construction.
- 3.2. References to clauses, sub clauses, paragraphs, sub paragraphs and schedules are references to those contained in this Deed.
- 3.3. Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.
- 3.4. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate, companies, corporations and firms and all such words shall be construed as interchangeable in that manner.
- 3.5. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.
- 3.6. Reference to any party to this Deed shall include the successors in title to that party and, in the case of the Council and the GLA, to any successor to their statutory functions.
- 3.7. Where the agreement consent approval or satisfaction of the Council or GLA or an officer of the Council or the GLA is required under the terms of this Deed, such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.
- 3.8. The word "including" shall be construed without prejudice to the generality of the words preceding it.
- 3.9. Save in respect of the Planning 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.
- 3.10. Subject to clause 6, Covenants made in this Deed:

3.10.1. if made by more than 1 (one) person are made jointly and severally and to the intent that they can be enforced against all of them jointly and against each individually unless otherwise expressly stated in this Deed; and

3.10.2. are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Site except as otherwise stated in this Deed; and

3.10.3. are to the intent that the same shall operate as a charge on the Site and shall be registered in the Register of Local Land Charges.

4. STATUTORY AUTHORITY

4.1. This Deed is entered into pursuant to:

4.1.1. section 106 of the 1990 Act;

4.1.2. section 2E of the 1990 Act;

4.1.3. section 16 of the Greater London Council (General Powers) Act 1974;

4.1.4. section 111 of the Local Government Act 1972;

4.1.5. section 1 of the Localism Act 2011; and

4.1.6. all other powers enabling.

4.2. Subject to Clause **Error! Reference source not found.** and Clause 9 below, the covenants, restrictions, undertakings and requirements imposed upon the Owner under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner with the intent that the obligations will bind the Site or a relevant part of it as set out in herein and are (subject to the terms of this Deed) enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or the relevant 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.

4.3. The covenants in this Deed that are given to the Council shall also be enforceable by the GLA as provided for in sections 2E and 106(9)(d) of the 1990 Act.

- 4.4. 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 4.1.

4.4.1.

5. EFFECT AND CONDITIONALITY OF THIS PLANNING OBLIGATION

- 5.1. This Deed shall take effect on the date of this Deed
- 5.2. The obligations, restrictions, covenants and requirements contained in this Deed shall be enforceable in accordance with the triggers and timescales set out in the relevant clause or Schedule. Obligations required to be complied with on or prior to Commencement of Development shall be enforceable from the date of this Deed.

6. THE OWNER'S COVENANTS

- 6.1. Subject always to clause 9 the Owner covenants to comply with the planning obligations in the Schedules and the restrictions and requirements in this Deed in accordance with the following:
- 6.1.1. Subject to clause 6.1.3, the obligations contained in Schedules 1, 3, 4, 6, 8, 9, 11 and 13, shall bind and apply solely to the Residential Land and shall be enforceable only against persons holding a Legal Estate in the Residential Land.
- 6.1.2. Subject to clause 6.1.3, the obligations contained in Schedules 2, 5, 7, 10, 12, 14 and 15 shall bind and apply solely to the School Land and shall be enforceable only against persons holding a Legal Estate in the School Land.
- 6.1.3. Where a Schedule expressly states that an obligation applies to and binds the Site, that obligation shall bind and be enforceable against each Owner jointly and severally.

7. THE GLA'S AND THE COUNCIL'S COVENANTS

7.1. The GLA covenants with the Owner to:

7.1.1. observe and perform or cause to be observed and performed its obligations in this Deed; and

7.1.2. grant the Planning Permission as soon as is reasonably practicable following completion of this Deed (subject to clause 13).

7.2. The Council covenants with the Owner to observe and perform the covenants on its part contained in this Deed.

8. SITE OWNERSHIP

8.1. 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 relating to the Site 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 or disposals in respect of utilities, adopted highway or to an Affordable Housing Provider. .

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 Owner 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 respective part of the Site as applicable at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

9.3. The Owner shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed whether binding the Site or a specific part thereof will be prevented from being carried out or materially prejudiced.

- 9.4. The Owner shall not be liable for a breach of any of its obligations under this Deed or obligations relating to the Site after it has parted with its entire legal interest in the Site or the part in respect of which the breach arises (as the case may be) provided that nothing in this clause shall release or affect:
- (a) liability for any antecedent, subsisting or continuing breach of this Deed;
 - (b) liability for the payment of any Contribution or other sum which has fallen due prior to the disposal of its interest (whether or not demanded); or
 - (c) any liability arising under any covenant or obligation which is expressed or intended to continue after disposal of that interest or which is personal to that Owner.
- 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 Planning Permission expires without having been Implemented; or
 - 9.5.2. the Planning Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner; or
 - 9.5.3. the Planning Permission is quashed following a successful Challenge; or
 - 9.5.4. the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Site (other than a permission under section 73/73B of the 1990 Act which derives from the Planning Permission) which precludes lawful implementation of the Planning Permission in accordance with its terms.
- 9.6. No obligations, undertakings or liabilities under this Deed shall be enforceable against a Statutory Undertaker or other person with any interest in any part of the Site for the purpose of the supply of gas, electricity, water, drainage or telecommunication services.
- 9.7. No obligations undertakings or liabilities under this Deed save for those set out in paragraph 2.1 of Schedule 8 shall be enforceable against individual purchasers, lessees or occupiers of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgage.

9.8. No obligations undertakings or liabilities contained in this Deed shall be enforceable against an Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units and associated common parts, accessways, amenity areas or ancillary land serving those Affordable Housing Units, SAVE THAT the following shall remain binding and enforceable against the Affordable Housing Provider to the extent applicable to its interest:

9.8.1. the provisions of Schedule 3 which regulate or restrict the tenure, use, occupation, affordability, nomination, letting, management and disposal of the Affordable Housing Units and Social Rent Housing;

9.8.2. the provisions of paragraphs 3 to 6 of Schedule 3 relating to any Charge, Default Notice, Moratorium Period and disposal by a Chargee;

9.8.3. paragraphs 2.1.4 to 2.1.6, 2.2 and 2.3 of Schedule 1, insofar as they relate to Practical Completion, first Occupation and Occupation of the final Affordable Housing Units; and

9.8.4. the provisions of Schedule 8 insofar as they relate to the Affordable Housing Units and the grant of any tenancy, lease, licence or other right of occupation of an Affordable Housing Unit.]

9.9.

9.10. 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 Planning Permission or a permission under section 73/73B of the 1990 Act which derives from the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

10. LEGAL AND MONITORING COSTS

10.1. The Owner hereby covenants with and undertakes to the Council to pay on or before the date of this Deed 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 shall pay the Demolition and Construction Logistics Plan Monitoring Fee to the Council prior to Implementation of the Development.

10.3. The Owner shall not Implement any part of the Development until the Demolition and Construction Logistics Plan Monitoring Fee has been paid to the Council.

- 10.4. The Owner shall, every 12 (twelve) months from the anniversary of Implementation until the end of the final Construction Period, pay to the Council the Demolition and Construction Logistics Plan Monitoring Fee.
- 10.5. The Owner shall pay the Demolition and Construction Management Plan Monitoring Fee to the Council prior to Implementation of the Development.
- 10.6. The Owner shall not Implement any part of the Development until the Demolition and Construction Management Plan Monitoring Fee has been paid to the Council.
- 10.7. The Owner shall, every 12 (twelve) months from the anniversary of Implementation until the end of the final Construction Period, pay to the Council the Demolition and Construction Management Plan Monitoring Fee.
- 10.8. The Owner shall pay the Residential Phase Monitoring Contribution to the Council prior to first Occupation of the Residential Phase.
- 10.9. The Owner shall pay the School Land Phase Monitoring Contribution to the Council prior to first Occupation of the School Land Phase.
- 10.10. The Owner covenants with the GLA 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.

11. VARIATIONS

- 11.1. It is hereby agreed by the Parties that if the Council or the GLA shall after the date of completion of this Deed grant a planning permission pursuant to an application made under Section 73/73B of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent Section 73/73B planning application and the planning permission granted by the Council or the GLA pursuant to such Section 73/73B planning application and this Deed shall apply and take effect and be read and construed accordingly **UNLESS** the Council or the GLA determines that revised planning obligations are required to be secured by way of a new or supplemental deed under Sections 106 and section 106A of the 1990 Act as a result of such Section 73/73B planning application.

12. LOCAL LAND CHARGE

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

12.2. In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in clause 9.5 the Council shall effect the cancellation of all 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 GLA or 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.

14.2. Any plan or strategy referred to herein shall be deemed to include any amendment or update to, or substitution of, the same PROVIDED THAT any such amendment, update or substitution has first been agreed in writing between the relevant party and the Council, and where the obligation is enforceable by or relates to a function of the GLA, by GLA.

15. WAIVER

15.1. No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner in respect of the Site or a specific part of it (as the case may be), 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 or part of it, 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 relevant Owner or that Owner's successors in title or assigns or those deriving title.

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 hereby acknowledges and agrees 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 and/or the Council (as the case may be) shall have the right to issue a VAT invoice to the relevant owner 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 under this Deed becomes due but remains unpaid, 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 and/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. Any financial sum payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid in full SAVE for the following sums which shall not be subject to any Indexation;

18.1.1. Residential Phase Monitoring Contribution;

18.1.2. the School Land Phase Monitoring Contribution;

18.1.3. the Demolition and Construction Logistics Plan Monitoring Fee;

18.1.4. the Demolition and Construction Logistics Management Plan Monitoring Fee;

18.1.5. the School Land Phase Travel Plan Monitoring Contribution;

18.1.6. the Residential Phase Travel Plan Monitoring Contribution; and

18.1.7. the School Land Phase Delivery and Servicing Management Plan Fee

19. THIRD PARTIES

- 19.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms SAVE FOR (a) the NHS Contribution – Residential Phase provisions in paragraph 4 of Schedule 6, (which shall be directly enforceable against the Owner of the Residential Land by the NHS); (b) the TfL Step-Free Access Contribution – Residential Phase provisions in paragraph 6 of Schedule 6, (which shall be directly enforceable against the Owner of the Residential Land by TfL); (c) the TfL Step-Free Access Contribution – School Land Phase provisions in paragraph 4 of Schedule 7, (which shall be directly enforceable against the Owner of the School Land by TfL); and (d) paragraph 1.3 of Schedule 16, (which shall be directly enforceable against the Council by TfL), PROVIDED ALWAYS THAT nothing in this Deed shall prevent any successors in title to any of the Parties (and, in the case of the GLA and the Council, the successor to their respective statutory functions) from being able to benefit or to enforce the provisions of this Deed.

20. DISPUTE PROVISIONS

- 20.1. In the event of any dispute or difference arising between Parties to this Deed in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the relevant parties, or in the absence of agreement, to be appointed, at the request of any of the relevant Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the relevant parties, save in the case of manifest error, fraud or an error of law.
- 20.2. The Expert shall be appointed subject to an express requirement that the Expert shall reach a 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 20 (twenty) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 20.3.

- 20.3. The Expert shall be required to give notice to each party inviting each of the relevant parties to submit within 10 (ten) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further 5 (five) Working Days to make counter-submissions to the written submissions of any other party.
- 20.4. The Expert's costs shall be payable by the relevant parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the relevant parties to the dispute in equal shares.
- 20.5. The provisions of this clause 20 shall not fetter the Council's or GLA's power to enforce this Deed by way of an application for declaratory relief or injunction or by way of its statutory powers of enforcement under section 106 of the 1990 Act.

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. DELIVERY

- 22.1. 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.

23. FUTURE CHARGE

- 23.1. It is agreed by the parties that any subsequent mortgagee or chargee of the whole or any part of the Site shall have no liability under this Deed unless it takes possession of the Site (or any part thereof) in which case it too will be bound by the obligations (but only to the extent such obligations bind that part of the Site in respect of which it has become a mortgagee in possession) as if it were a person deriving title from the Owner in respect of the Site, the Residential Land or the School Land (as the case may be).

24. DEVELOPER'S INTEREST

- 24.1. It is hereby acknowledged and agreed by all parties to this Deed that the Developer shall not be liable for the performance of any covenant or planning obligation and cannot be enforced against in respect of any breach of covenant or planning obligation in this Deed unless and until the Developer acquires a Legal Estate in the Site or relevant part of it, whereupon it shall

be bound by the obligations which bind that Legal Estate in accordance with this Deed. Nothing in this clause shall release or affect the liability of any person for any antecedent, subsisting or continuing breach, any sum already due or any personal covenant.

25. NOTICES

25.1. Any notice or other communication to be given under or in connection with this Deed shall be in writing and should be addressed as provided for below.

25.2. Where sent by post, the notice or communication shall be sent by second class post and any other form of postage shall not be effective for the purposes of this Deed.

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

25.3.1. if delivered by hand, upon delivery at the relevant address except that where any such notice or other communication is delivered by hand after 4 p.m. such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day; and

25.3.2. if sent by post, at 9.00 a.m. on the second Working Day after the date of posting PROVIDED THAT if clear evidence is produced by the recipient that the notice or communication was delivered after the second Working Day following its posting, then the date of delivery shall be the actual date of delivery.

25.4. Subject to clause 25.5, the address, relevant addressee and reference for each Party are:

For the GLA:

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

Name: Head of Development Management

Reference: 2026/0094/S2

For the Council:

Address: Town Hall, King Street, Hammersmith, London W6 9JU

Relevant addressee: Director of Planning and Property

Reference: 2025/02541/FUL

For the Owner

Address:

Relevant addressee:

For the Developer

Address:

Relevant addressee:

- 25.5. A Party may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause.

SCHEDULE 1

NOTIFICATIONS – RESIDENTIAL LAND

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses 6 and 9 of this Deed the provisions of this Schedule 1 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

2. The Owner covenants with the GLA and the Council so as to bind the Residential Land as follows:

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

2.1.1. the Implementation Date in respect of the Planning Permission;

2.1.2. Commencement Date in respect of a Residential Phase;

2.1.3. disposal of the Affordable Housing Units to an Affordable Housing Provider under paragraph 2.2 of Schedule 3;

2.1.4. Practical Completion of the Affordable Housing Units;

2.1.5. first Occupation of the Affordable Housing Units;

2.1.6. Occupation of the final Affordable Housing Unit;

2.1.7. first Occupation of the Residential Units;

2.1.8. Occupation of the final Residential Unit.

2.2. not to cause, suffer or permit the occurrence of any event specified in clause 2.1 above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 2.1.

- 2.3. If the Owner fails to give notice of any date under and in accordance with clause 2.1 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 Owner can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

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SCHEDULE 2

NOTIFICATIONS – SCHOOL LAND

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 2 shall bind only the School Land and apply solely to those persons with a Legal Estate in the School Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

2. The Owner covenants with the GLA and the Council so as to bind the School Land as follows:

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

2.1.1 the Commencement Date in respect of the School Land Phase;

2.1.2 Practical Completion of the School Land Phase;

2.1.3 Practical Completion of the Educational Facility;

2.1.4 First Occupation of the Educational Facility;

2.1.5 []

2.2 not to cause, suffer or permit the occurrence of any event specified in clause 2.1 above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 2.1.

2.3 If the Owner fails to give notice of any date under and in accordance with clause 2.1 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 Owner can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

SCHEDULE 3

AFFORDABLE HOUSING

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses 6 and 9 of this Deed the provisions of this Schedule 3 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

1.3. The Owner covenants with the GLA and the Council to bind the Residential Land as follows:

“Affordable Housing”

means housing for sale or rent within the Council’s administrative area for those whose needs are not met by the market and which complies with the definition of Affordable Housing in Annex B of the National Planning Policy Framework as the same may be updated from time to time

“Affordable Housing Mix”

means the mix of tenures and sizes (by reference to the number of bedrooms) of the Affordable Housing Units and the numbers of habitable rooms to be provided as Affordable Housing as set out in Annex 1 to this Schedule or such amended mix as may be agreed in writing by the Council and/or the GLA whether by approval of an Alternative Affordable Housing Mix or otherwise

“Affordable Housing Plan[s] ”

means the plan attached to this Deed at Annex 2 showing the locations of the Affordable Housing Units

“Affordable Housing Provider”

means:

- (a) an organisation which provides Affordable Housing and is registered in accordance with the provisions of chapter 3 of Part 2 of the Housing and Regeneration Act 2008; or
- (b) a body proposing to provide Affordable Housing under equivalent arrangements which is approved or accredited by Homes England or an equivalent successor body whose terms of approval or accreditation have been evidenced to the satisfaction of the Council in writing; or

any other provider approved in writing by the Council

“Affordable Housing Units”

means no less than the 90 Residential Units shown on the Affordable Housing Plan to be provided as Social Rented Units (being the equivalent of 37% (thirty seven percent) by Habitable Room) in accordance with the Affordable Housing Mix as part of the Development and “Affordable Housing Unit” shall be construed accordingly

“Allocations Policy”

means the Council’s policy for allocating tenants to the Affordable Housing Units (applicable at the relevant time)

“Alternative Affordable Housing Mix”

means a scheme setting out the mix of tenures and sizes (by reference to the number of bedrooms) of the Affordable Housing and the numbers of habitable rooms to be provided as Affordable Housing indicating (where relevant) if any of the Affordable Housing Units have been transferred or are subject to an unconditional contract for their transfer to an Affordable Housing Provider, such scheme to be submitted to the Council for approval pursuant to the provisions of this Schedule

“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 in respect of the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

“Date of Deemed Service”

means in each instance where a Chargee has served a Default Notice under paragraph 3.2 of Schedule 3:-

- (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 and the GLA (by Royal Mail proof of delivery or otherwise)

“Default Notice”

means a written notice of a Chargee’s intention to enforce the security of its mortgage or charge over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

“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, bathrooms, toilets, corridors and halls and Habitable Rooms shall be construed accordingly;

“Intention Notice”

Mean a notice in writing served on the Chargee by the Council or the GLA that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

“Market Housing Unit”

means a Residential Unit which is not an Affordable Housing Unit and “Market Housing Units” shall be construed accordingly

“Moratorium Period”

means, in each instance where a Chargee has served a Default Notice the period from (and including) the Date of Deemed Service on the Council and the GLA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council and the GLA)

“Nominations Agreement”

means an agreement entered into by an Affordable Housing Provider with the Council which permits the Council to nominate prospective tenants or lessees for the Affordable Housing Units

“Option”

means the option to be granted to the Council or GLA for the purchase of the Affordable Housing Units

“Market Value”

means the estimated amount for which the relevant Residential Unit could exchange on the valuation date assuming:

- (a) a willing buyer and a willing seller;
- (b) an arm's length transaction;

(c) that the Dwelling is disposed of free of the Affordable Housing obligations and restrictions in this Schedule;

proper marketing and the parties having acted knowledgeably, prudently and without compulsion

“Residential Unit” means any residential unit to be constructed as part of the Development

“Social Rent Housing” means Affordable Housing which is managed by local authorities and Affordable Housing Providers and where the rent is no higher than Target Rents and "Social Rent" shall be construed accordingly

“Social Rented Units” means the Affordable Housing Units to be provided as Social Rent Housing (including where applicable any Additional Affordable Housing Units which are to be delivered as Social Rent Housing) as identified in the approved Affordable Housing Delivery Plan for the relevant Phase and/or (where applicable) the Additional Affordable Housing Scheme ;

“Rent Guidance” means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2026 issued by the Ministry of Housing, Communities and Local Government in January 2026 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, the Rent Guidance and the Direction on the Rent Standard 2026 issued by the Ministry of Housing, Communities and Local Government in January 2026 together with the Rent Standard Guidance published by the Ministry of Housing, Communities and Local

Government in January 2026 or such other replacement guidance or direction or legislation

“Target Rent”

means the rents for Social Rent Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Guidance from time to time;

Owner’s covenants

- 2.1 The Owner shall provide and retain the Affordable Housing Units for the lifetime of the Development (save as otherwise permitted in this Deed) in accordance with the Affordable Housing Mix specified at Annex 1 and in the locations shown on the Affordable Housing Plan at Annex 2 to this Schedule 3. **No variation to the Affordable Housing Mix shall take place without prior written approval of the GLA and Council.**
- 2.2 No more than 50 (fifty) percent of the Market Housing Units shall be Occupied until not less than 50 (fifty) percent of the Affordable Housing Units are Practically Complete and made ready for occupation and either transferred to an Affordable Housing Provider or subject to an unconditional binding contract for transfer to an Affordable Housing Provider on terms approved by the Council and the GLA. ...
- 2.3 No more than 75 (seventy-five) percent of the Market Housing Units shall be Occupied until 100 (one hundred) percent of the Affordable Housing Units are Practically Complete and made ready for occupation and either transferred to an Affordable Housing Provider or subject to an unconditional binding contract for transfer to an Affordable Housing Provider on terms approved by the Council and the GLA.
- 2.4 Any transfer of the Affordable Housing Units to an Affordable Housing Provider shall be:
- (a) by way of a freehold sale or grant of a lease of not less than 125 years
 - (b) with full title guarantee and with vacant possession;

- (c) free of all financial charges and of any restrictive covenants or other third-party rights which would prevent the use of the Affordable Housing Units for the purpose for which they are transferred; and
 - (d) with the benefit of all necessary easements, rights and utilities.
- 2.5 The Owner shall not Occupy or permit the Occupation of any Affordable Housing Unit until a Nominations Agreement relating to the Affordable Housing Units has been entered into and the Owner shall not permit the granting of a tenancy, letting or any other disposal in respect of the Affordable Housing Units otherwise than as Social Rent Housing and in accordance with the terms of a Nominations Agreement.
- 2.6 The Affordable Housing Units shall be transferred to the Affordable Housing Provider prior to Occupation of the Affordable Housing Units and, subject to a condition that the Affordable Housing Provider shall enter into a Nominations Agreement with the Council as soon as reasonably practicable following the disposal of the Affordable Housing Units and in any event prior to the Occupation of the Affordable Housing Units.
- 2.6 Subject to paragraph **Error! Reference source not found.** of this Schedule 3 **Error! Reference source not found.**, the Owner shall not Occupy or permit the Occupation of:
 - (a) the Affordable Housing Units for any purpose other than as Affordable Housing;
 - (b) the Social Rented Units for any purpose other than as Social Rented Units.
- 3** Chargee in possession exemption clause
- 3.1 This Schedule shall cease to apply to any Chargee (and any successors in title thereto or persons deriving title under such Chargee) who seeks to dispose of any Affordable Housing Unit pursuant to its powers of sale exercised pursuant to a default of the terms of its Charge and who has first complied with paragraph 3.2 of this Schedule.
- 3.2 In order to benefit from the protection granted by paragraph 3.1 of this Schedule, a Chargee of an Affordable Housing Unit must:

- 3.2.1 serve a Default Notice on the Council in accordance with clause 25 (Notices), addressed to the Director of Planning and Property, before seeking to dispose of the relevant Affordable Housing Units;
- 3.2.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
- 3.2.3 subject to paragraph 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 4.2 below.

4 Moratorium Period and Intention Notice

- 4.1 From the first day of the Moratorium Period to (but excluding) the date falling one (1) calendar month later, the Council may serve an Intention Notice on the Chargee.
- 4.2 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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive Option to purchase the relevant Affordable Housing Units which shall contain the following terms:
 - 4.2.1 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));
 - 4.2.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.3.2 below or determined in accordance with paragraph 5 below;
 - 4.2.3 provided that the purchase price has been agreed in accordance with paragraph 4.3.2 below or determined in accordance with paragraph 5 below, but subject to paragraph 4.2.4 below, the Council (or its nominated substitute Affordable Housing Provider) 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;
 - 4.2.4 the Option will expire upon the earlier of:

4.2.4.1 notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option;

4.2.4.2 the expiry of the Moratorium Period; and/or

4.2.4.3 any other term agreed between the parties to the Option (acting reasonably).

4.3 Following the service of the Intention Notice:

4.3.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

4.3.2 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

4.3.2.1 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; and

4.3.2.2 (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

5 Chargee disposal dispute resolution

5.1 On the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 4.3.2 above:

5.1.1 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

5.1.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) 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 their deputy to appoint an independent surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

5.1.2.1 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.3.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;

5.1.2.2 the independent surveyor shall act as an expert and not as an arbitrator;

5.1.2.3 the fees and expenses of the independent surveyor are to be borne equally by the Parties;

5.1.2.4 each Party is to bear its own costs for making any submission to the independent surveyor;

5.1.2.5 except as specified in this Deed, the procedure for a reference to the independent surveyor shall be determined by the independent surveyor, but in any event it shall allow for the Parties to make written representations to the independent surveyor, and for the Parties to be able to comment on each other's representations;

5.1.2.6 the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than fourteen (14) Working Days after their appointment and in any event within the Moratorium Period (or such other period as agreed by all parties); and

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

5.1.3 The Parties shall take all steps to action the independent surveyor's decision as soon as possible and, in any event, no later than twenty (20) Working Days after the Final Decision.

PROVIDED ALWAYS THAT nothing in paragraph 4 or this paragraph 5 shall require any Party to take any further action in respect of any such dispute or determination of the price of, or any grant to the Council of an Option in respect of, the relevant Affordable Housing Units following expiry of the Moratorium Period.

6 Chargee disposal

6.1 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule, which shall determine absolutely and cease to apply to such Chargee (and any successors in title thereto or persons deriving title under such

Chargee) in respect of those Affordable Housing Units (but subject to any existing tenancies), if:

- 6.1.1 the Council has not served an Intention Notice before the date falling one (1) calendar month after the first day of the Moratorium Period;
 - 6.1.2 the Council (or its nominated substitute Affordable Housing Provider) 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
 - 6.1.3 the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 6.2 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4, 5 and 6 (inclusive) of this Schedule.

Part 2 - VIABILITY REVIEW

- 1. Viability review trigger**
- 1.1 The Owner shall notify 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 that date. The notice shall be accompanied by full documentary evidence on an open-book basis sufficient to enable the Council independently to 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 Council, the Owner shall provide any additional documentary evidence reasonably requested by the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
 - 1.3 Following notification under paragraph 1.1 of this Part 2 of this Schedule, the Owner shall afford the Council access to the Residential Phase to inspect and assess whether the works undertaken achieve Substantial Implementation, provided that the Council shall:

give the Owner reasonable written notice of its intention to inspect;

1.3.1 comply with relevant health and safety legislation; and

1.3.2 at all times be accompanied by the Owner or its agent.

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

1.4.1 the notice under paragraph 1.1; or

1.4.2 if the Council requests additional evidence under paragraph 1.2, that additional evidence,

the Council shall inspect the Residential Phase and, within ten (10) Working Days after the inspection, confirm in writing whether it considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the Council notifies the Owner that Substantial Implementation has not been achieved, this paragraph 1 shall continue to apply with the necessary changes until the Council has confirmed under paragraph 1.4 that Substantial Implementation has been achieved.

1.6 Any dispute between the Parties as to whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date, including a dispute arising from a failure by the Council to give confirmation within the period in paragraph 8.4, may be referred to dispute resolution under clause 20.

1.7 The Owner shall not Occupy the Residential Phase or any part of it unless paragraph 1.7.1 applies and either paragraph 1.7.2 or paragraph 1.7.3 applies:

1.7.1 the Council has confirmed under paragraph 1.4, or an independent person has determined under clause 20, that Substantial Implementation was achieved on or before the Substantial Implementation Target Date;

1.7.2 the Council has confirmed in writing under paragraph 3.6 that no Additional Affordable Housing Units are required; or

1.7.3 where the Council has confirmed under paragraph 3.6, or an independent person has determined under clause 20, that Additional Affordable Housing

Units are required, the Council has approved an Additional Affordable Housing Scheme under paragraph 3.6 or 3.8.

2. Submission of Development Viability Information and other information

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date, as determined by the Council under paragraph 1.4 or through dispute resolution under clause 20:

2.1.1 the Owner shall submit the following to the Council no later than twenty (20) Working Days after the date on which it is notified under paragraph 1.4, or an independent person determines under clause 20, that Substantial Implementation has been achieved, on the basis that the Council and the GLA may be required to make the information publicly available:

the Development Viability Information for Formula 1 and Formula 2;

2.1.1.1 a written statement applying the Development Viability Information to Formula 1 (with any result below zero deemed to be zero) and Formula 2, confirming whether the Owner considers that Additional Affordable Housing Units can be provided; and

2.1.1.2 where the statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 5 shall apply.

3. Assessment of Development Viability Information and other information

3.1 The Council shall assess the information submitted under paragraph 2.1 and determine whether Additional Affordable Housing Units are required under Formula 1 and Formula 2. The Council, acting reasonably, may rely on its own relevant evidence in determining the inputs, provided that evidence is also supplied to the Owner.

3.2 The Council may appoint an External Consultant to assess the information submitted under paragraph 3.1, provided that:

3.2.1 the External Consultant is appointed no later than ten (10) Working Days after submission of the information; and

3.2.2 the External Consultant reports to the Council:

- 3.2.2.1 no later than twenty (20) Working Days after receiving the information submitted under paragraph 3.1 if no request is made under paragraph 4.3; or
- 3.2.2.2 no later than twenty (20) Working Days after receiving the information submitted under paragraph 4.4 if a request is made under paragraph 5.3.
- 3.3 No later than twenty (20) Working Days after submission under paragraph 2.1, the Council and/or an External Consultant may request in writing further Development Viability Information or Supporting Evidence from the Owner.
- 3.4 The Owner shall provide any information reasonably required by the Council or External Consultant, with copies to the other parties, within ten (10) Working Days after receiving a request under paragraph 3.3.
- 3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the Council and/or External Consultant has all information reasonably required to determine whether Additional Affordable Housing Units are required under Formula 1 and Formula 2, with the periods in paragraphs 3.2.2.2, 3.3, 3.4 and 3.6.2 restarting accordingly.
- 3.6 No later than:
- 3.6.1 thirty-five (35) Working Days after submission under paragraph 2.1 if no request is made under paragraph 3.3; or
- 3.6.2 twenty-five (25) Working Days after the Council receives information under paragraph 3.4 if a request is made under paragraph 3.3,
- the Council shall notify the Owner in writing whether Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.7 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, or where the submitted Additional Affordable Housing Scheme is not approved, the Owner shall submit an Additional Affordable Housing Scheme for approval within fifteen (15) Working Days after receiving the Council's notice under paragraph 3.6.
- 3.8 If an Additional Affordable Housing Scheme is submitted under paragraph 3.7, the Council shall notify the Owner in writing within fifteen (15) Working Days whether it is approved. If it

is not approved, paragraph 3.7 and this paragraph 3.8 shall continue to apply with the necessary changes.

3.9 [Not used]

3.10 If the Council's assessment under paragraph 3.6 concludes that:

3.10.1 a surplus profit arises under Formula 1 but is insufficient to provide any Additional Affordable Housing Units under Formula 2; or

3.10.2 a surplus profit arises under Formula 1 but cannot deliver a whole number of Additional Affordable Housing Units under Formula 2,

the Owner shall pay the surplus profit allocable to any incomplete Additional Affordable Housing Units to the Council as a contribution towards off-site Affordable Housing no later than thirty (30) Working Days after the Council's confirmation.

3.11 Where this paragraph 3.11 applies (subject always to the Cap) the Owner shall provide the Additional Affordable Housing Units, which shall be treated as Affordable Housing Units for all purposes of this Schedule, and all references to "Affordable Housing Units" in paragraph 1 (Interpretation) and Part 1 of this Schedule shall be deemed to include the Additional Affordable Housing Units, and the Owner shall not Occupy or permit Occupation of more than 50 per cent of the Market Housing Units unless it has paid any remaining surplus profit under paragraph 3.10 to the Council for off-site Affordable Housing within the Council's administrative area.

3.12 The Owner shall pay the Council's costs reasonably and properly incurred in assessing the information submitted under paragraph 2.1, including the costs of the External Consultant, within twenty (20) Working Days after receiving a written request for payment.

4. Public Subsidy

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

5. Monitoring

5.1 The Owner covenants with the GLA to report through the Planning London Datahub the information in paragraph 12.3, to the extent applicable, as soon as reasonably practicable after the Council approves an Additional Affordable Housing Scheme under paragraph 3.8.

5.2 The information referred to in paragraph 5.2 is:

5.2.1 the number of Additional Affordable Housing Units, the number of Habitable Rooms within them and the number of Market Housing Units not converted; and

5.2.2 the amount of any financial contribution payable towards off-site Affordable Housing under paragraph 3.10.

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ANNEX 1

AFFORDABLE HOUSING MIX

	Homes No.	Homes %	Habitable Rooms No.	Habitable Rooms %
Studio	0	0	0	0
1 Bed	10	11	20	6
2 Bed	24	27	72	21
3 Bed	36	40	144	43
4 Bed	20	22	100	30
TOTAL	90	100%	336	100%

ANNEX 2

VIABILITY REVIEW FORMULAE

FORMULA 1 (Surplus profit available for additional on-site Affordable Housing)

Surplus Profit = (A - B) - Y

Where:

A = Values (£)

B = Costs (£)

Y = Target Return (£)

If the deduction of Costs and Target Return from Values produces an amount below zero, it shall be deemed to be zero. The calculation of Surplus Profit is subject always to the Cap.

FORMULA 2 (Additional Affordable Housing)

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

Where:

X = Additional Social Rent Housing (Habitable Rooms)

A = Average Market Housing Value (£ per m²)

B = Average Affordable Housing Value (£ per m²)

D = Average Habitable Room Size within the Residential Phase (m²)

E = Surplus Profit available for Additional Affordable Housing Units under Formula 1 (£)

F = 60%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for Social Rent Housing

Notes

(A - B) represents the difference in average value of market housing per m² and average value of Social Rent Housing per m² (£).

(E * F) represents the surplus profit to be used for Social Rent Housing (£).

$(E * F) \div (A - B)$ represents the additional Social Rent Housing requirement (m²).

SCHEDULE 4

EMPLOYMENT, TRAINING AND LOCAL PROCUREMENT – RESIDENTIAL PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 4 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3 The Owner covenants with the GLA and the Council so as to bind the Residential Land as follows:

Relevant Definitions

“Apprentice”

means an appointment comprising paid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis, and an opportunity to secure a work-based learning qualification, such appointments to:

- (a) be at a minimum of Level 2 or above for a minimum of 12 months;
- (b) operate within the Apprenticeship Service and Apprentice Standards;
- (c) be made available in priority to unemployed Local Residents and people in the Borough who are not in employment, education or training and any other Local Residents referred to H&F Works; and
- (d) be available for both construction and non-construction roles,

and "Apprenticeship" shall be construed accordingly

“Construction Cost”	means the estimate of the cost of construction of the Residential Phase in the sum of [£] ([])
“Disabled Residents”	means Local Residents with a physical or mental impairment that has a substantial and long-term effect on their ability to do normal daily activities
“Economic Development Codes”	means the Employment and Skills Code and the Supply Chain Procurement Code prepared and published by the Council from time to time to assist the Owner with preparation of the Employment and Skills Plan and Local Procurement Strategy and in the event of a conflict or inconsistency between the said codes and the terms of this Deed, the terms of this Deed shall prevail
“Education and Skills Funding Agency”	means the agency sponsored by the Department for Education to be accountable for funding education and skills for children, young people and adults
“Employment and Skills Code”	means the code annexed at Appendix 3 prepared and published by the Council from time to time to assist developers with the preparation of the Employment and Skills Plan and in the event of a conflict or inconsistency between the said code and the terms of this Deed, the terms of this Deed shall prevail
“Employment and Skills Plan”	means an employment and training delivery plan which sets out how the Owner will achieve at least the employment and training objectives and targets set out in this document relating to employment and training opportunities arising from the Residential Phase Construction Period, such strategy to: (a) have regard to the requirements set out in section 5.13 of the Employment and Skills Code; (b) include anticipated employment opportunities;

- (c) have regard to the Economic Development Codes; and
- (d) accord with the matters set out at paragraph 2.2 of this Schedule

“Exclusivity Period”

means the period of 10 (ten) Working Days during which any employment opportunities (save employment opportunities arising from the need to carry out emergency and/or urgent works) that arise during the Residential Phase Construction Period will be marketed solely to Local Residents

“Ex-offenders or Offenders”

means Local Residents referred by the Council’s Youth Offending Service or otherwise with an unspent criminal conviction, on probation or on licence for a criminal conviction, and Local Residents released from a custodial sentence on a temporary licence

“H&F Works”

means the Council’s job brokerage and training service whose purpose is to engage local residents directly and through the network of local organisations to provide and commission relevant skills, training and employment support whose contact details are:

H&FWorks,

020 8753 1800

hf.works@lbhf.gov.uk,

or such other contact details that are provided from time to time by the Council

“Homeless Residents”

means Local Residents referred by a homelessness support organisation, a registered housing association or Jobcentre Plus and who have no fixed home, have been placed by the Council in temporary accommodation or are at risk of becoming homeless

“Local Businesses”	means businesses located and operating in the Borough
“Local Procurement Strategy”	means a strategy to provide opportunities for Local Businesses to bid/tender for the provision of goods and services related to the Residential Phase Construction Period which strategy shall: (a) target provision of opportunities which in total, have a value of at least 10% (ten per cent) of the Construction Cost in accordance with the Council’s Supply Chain Procurement Code; and (b) have regard to the Economic Development Codes
“Local Residents”	means individuals who live within the Borough and with priority given to those who are NEET Residents, Disabled Residents, Older Residents, Ex-offenders or Offenders, Long-term Unemployed Residents, Homeless Residents and those from minority ethnic backgrounds
“Long-term Unemployed Residents”	means Local Residents referred by Jobcentre Plus or the Work and Health Programme
“NEET Residents”	means Local Residents aged 16 (sixteen) to 24 (twenty four) not in employment, education or training
“Older Residents”	means Local Residents aged 50 (fifty) or above
“Paid Work Experience Placements”	means placements of Local Residents in jobs for at least 6 (six) months where those jobs are paid at least the national minimum wage

“Supply Chain Procurement Code”

means the code annexed at Appendix 4 prepared and published by the Council from time to time to assist developers with the preparation of the Local Procurement Strategy and in the event of a conflict or inconsistency between the said code and the terms of this Deed, the terms of this Deed shall prevail

“Unpaid Work Experience Placement”

means work placements of Local Residents and students of local schools within the Borough lasting at least 4 (four) weeks where those work placements will be unpaid for this period

“Work and Health Programme”

means the programme as commissioned by the West London Alliance (the public sector partnership between the 7 (seven) West London local authorities of Barnet, Brent, Ealing, Hammersmith & Fulham, Harrow, Hillingdon and Hounslow) to support specific identified groups of unemployed residents into paid employment

“Youth Offending Service”

means the service provided by the Council to help and support young people, and their families, to deter them away from crime and anti-social behaviour

2. RESIDENTIAL PHASE CONSTRUCTION PERIOD TRAINING AND RECRUITMENT

- 2.1 To submit the Employment and Skills Plan in relation to the Residential Phase to the Council for its written approval not less than 3 (three) months prior to Commencement of the Residential Phase.
- 2.2 The Employment and Skills Plan to include targets for employment and training outcomes as set out below including provision of Apprenticeships which shall accord with the targets set out in paragraph 2.6 of this Schedule:
 - (a) identify the skills, demands and needs the Residential Phase will generate during the Residential Phase Construction Period;
 - (b) identify the skills areas that a construction training programme should seek to address and outline the training and education assistance that will be offered; and

- (c) identify a named person who will monitor progress of the strategy in achieving its targets and objectives and report to the Council on a quarterly basis.
- 2.3 Not to Commence the Residential Phase until an Employment and Skills Plan has been submitted to the Council and until it has been approved in writing by the Council.
- 2.4 That in the event that the Council confirms in writing that it does not approve the Employment and Skills Plan, to submit a revised Employment and Skills Plan for approval under paragraph 2.1 above having had regard to the reasons for refusal given by the Council in that regard.
- 2.5 To comply with the approved Employment and Skills Plan from receipt of approval until the end of the Residential Phase Construction Period and in the event of non-compliance with this sub-paragraph the Owner shall upon written notice from the Council forthwith take any reasonable steps required by the Council to remedy such non-compliance.
- 2.6 To use reasonable endeavours to secure the following targets in the Employment and Skills Plan throughout the Residential Phase Construction Period:
 - (a) 3 (three) Apprenticeship for Local Residents;
 - (b) 2 (two) Paid Work Experience Placement;
 - (c) 2(two) Unpaid Work Experience Placement;
 - (d) 10% (ten per cent) of the labour for on-site construction during the Residential Phase Construction Period to be Local Residents; and
 - (e) 10% (ten per cent) of the procurement for on-site construction to utilise Local Businesses via an organisation to be confirmed by the Council as the Council's supply chain initiative
- 2.7 Within 5 (five) Working Days of Practical Completion of the Residential Phase, to provide the Council with such details and such evidence as the Council may reasonably require in relation to:
 - (a) the number and type of Apprenticeships, Unpaid Work Experience Placements and Paid Work Experience Placements provided during the Residential Phase Construction Period;

- (b) a list of the names of Local Residents employed as Apprentices and provided with Work Experience Placements and details of the full post code of where the Apprentices and those provided with Work Experience Placements live;
- (c) the Apprenticeships in which the Apprentices were employed including the jobs and training courses; and
- (d) any training and qualifications received by the Local Residents employed in Work Experience Placements,

PROVIDED THAT any information provided by the Owner must be compliant with data protection requirements and can only be disclosed where relevant third parties have expressly consented to such disclosure

2.8 In the event that by Practical Completion of the Residential Phase, the Owner has not been able to secure 3 (three) Apprenticeship, 2 (two) Paid Work Experience Placement and 2 (two) Unpaid Work Experience Placement (and no alternative provision has been agreed with the Council in writing during the Residential Phase Construction Period), then the Owner shall pay the sum of £7,000 (seven thousand pounds) for such Apprenticeship, Paid Work Experience Placement or Unpaid Work Experience position that has not been secured to the Council within 14 (fourteen) Working Days of the Practical Completion of the Residential Phase of the Development UNLESS the Council has confirmed in writing to the Owner that the Owner has provided satisfactory written evidence to the Council of its reasonable endeavours to demonstrate that, although (as applicable) the Apprenticeship, Unpaid Work Experience Placement and/or Paid Work Experience Placement was not secured, the Owner had nonetheless used reasonable endeavours to secure that number of Apprenticeships Paid Work Experience Placements and Unpaid Work Experience Placements and in which case a requirement to pay any sums in respect of a shortfall against targets will not be required.

2.9 To work consistently with the Council from the date of approval of the Employment and Skills Plan throughout the Residential Phase Construction Period to advertise planned employment opportunities in the construction of the Residential Phase for Local Residents through H&F Works for the Exclusivity Period before such jobs are advertised anywhere else.

- 2.10 Where job applicants meet the essential requirements of any particular advertised role, to require all contractors on the construction of the Residential Phase to consider all applications from Local Residents.
- 2.11 To notify H&F Works of planned employment opportunities, training, work experience or Apprenticeship vacancies arising from the construction of the Residential Phase so H&F Works may list those vacancies for the Exclusivity Period.
- 2.12 To insert into all contracts a requirement for contractors employed on the construction of the Residential Phase to comply with the provisions of paragraphs 2.9, 2.10 and 2.11 above and a requirement that such contractors will in turn seek to impose those requirements on their sub-contractors.

3. LOCAL PROCUREMENT OBLIGATIONS

- 3.1 To target provision of opportunities for Local Businesses to bid/tender for the provision of goods and services related to the Residential Phase Construction Period which in total have a value of at least 10% (ten per cent) of the Construction Cost.
- 3.2 To prepare the Local Procurement Strategy and submit the Local Procurement Strategy to the Council for approval Prior to Commencement of the Residential Phase.
- 3.3 Not to Commence any part of the Residential Phase until the Local Procurement Strategy has been submitted to the Council and until it has been approved in writing by the Council and the approval has been received.
- 3.4 If the Council confirms in writing that it does not approve the Local Procurement Strategy, to submit an amended Local Procurement Strategy (having regard to the reasons for refusal) to the Council for approval.
- 3.5 Prior to Commencement of the Residential Phase to meet with the Council's Economic Development Team (Local Procurement Officer) and the external contractor appointed to deliver a local supply chain service ("the Local Procurement Team") at least 1 (one) month in advance of issuing tenders for those contracts anticipated to be detailed in the approved Local

Procurement Strategy in order to agree the specific steps that will be taken to give effect to the Local Procurement Strategy.

- 3.6 To ensure that from receipt of approval until the end of the Residential Phase Construction Period, the Development of the Residential Phase shall not be carried out otherwise than in accordance with the requirements of the approved Local Procurement Strategy and in the event of non-compliance with this sub-clause, upon written notice from the Council, to forthwith take any reasonable steps required by the Council to remedy such non-compliance.
- 3.7 The Owner shall not be obliged to enter into any contracts with Local Businesses or Local Residents notwithstanding the measures in the approved Employment and Skills Plan or Local Procurement Strategy or in this Schedule, where such Local Businesses or Local Residents have not demonstrated to the Owner's (or their agent's or relevant contractor's) reasonable satisfaction that they have the necessary skills and attributes to undertake the work or provide the relevant goods or services as specified in the bid/tender package issued for by the Owner (or its agent or relevant contractor) for the relevant work or supply of goods or services.
- 3.8 The Council and the GLA acknowledge that the provisions in this Schedule are subject always to any data protection, statutory requirements and employment laws and processes which may be relevant from time to time.

4. MONITORING

- 4.1 To submit to the Council during the Residential Phase Construction Period quarterly reports following approval of the Employment and Skills Plan by the Council detailing the updated information as required by paragraph 2.7 above, the first such report to be submitted within 10 (ten) Working Days of the expiry of 3 (three) months from the date of approval of the plan and each report thereafter to be submitted within 10 (ten) Working Days of the expiry of each further 3 (three) month period until the end of the Residential Phase Construction Period.
- 4.2 To submit to the Council during the Residential Phase Construction Period quarterly reports following approval of the Local Procurement Strategy by the Council detailing the following:
- (a) the outputs against the targets contained in the approved Local Procurement Strategy;

- (b) the details of businesses that have bid/tendered for work in relation to the Residential Phase that are Local Businesses;
- (c) the opportunities that Local Businesses have had to bid/tender for the provision of goods and services related to the Residential Phase Construction Period;
- (d) the details and value of contracts awarded to Local Businesses, and to which Local Businesses; and
- (e) the measures which have been taken in accordance with the approved Local Procurement Strategy.

4.3 Each report must be compliant with data protection requirements and can only be disclosed where that third party has expressly consented to such disclosure.

SCHEDULE 5

EMPLOYMENT, TRAINING AND LOCAL PROCUREMENT – SCHOOL LAND PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses 6 and 9 of this Deed the provisions of this Schedule 5 shall bind only the School Land and apply solely to those with a Legal Estate in the School Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3 The Owner covenants with the GLA and the Council so as to bind the School Land only as follows:

Relevant Definitions

“Apprentice”

means an appointment comprising paid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis, and an opportunity to secure a work-based learning qualification, such appointments to:

- (e) be at a minimum of Level 2 or above for a minimum of 12 months;
- (f) operate within the Apprenticeship Service and Apprentice Standards;
- (g) be made available in priority to unemployed Local Residents and people in the Borough who are not in employment, education or training and any other Local Residents referred to H&F Works; and
- (h) be available for both construction and non-construction roles,

and "Apprenticeship" shall be construed accordingly

“Construction Cost”	means the estimate of the cost of construction of the School Land Phase in the sum of [£] ([])
“Disabled Residents”	means Local Residents with a physical or mental impairment that has a substantial and long-term effect on their ability to do normal daily activities
“Economic Development Codes”	means the Employment and Skills Code and the Supply Chain Procurement Code prepared and published by the Council from time to time to assist the Owner with preparation of the Employment and Skills Plan and Local Procurement Strategy and in the event of a conflict or inconsistency between the said codes and the terms of this Deed, the terms of this Deed shall prevail
“Education and Skills Funding Agency”	means the agency sponsored by the Department for Education to be accountable for funding education and skills for children, young people and adults
“Employment and Skills Code”	means the code annexed at Appendix 3 prepared and published by the Council from time to time to assist developers with the preparation of the Employment and Skills Plan and in the event of a conflict or inconsistency between the said code and the terms of this Deed, the terms of this Deed shall prevail
“Employment and Skills Plan”	means an employment and training delivery plan which sets out how the Owner will achieve at least the employment and training objectives and targets set out in this document relating to employment and training opportunities arising from the School Land Phase Construction Period, such strategy to: (e) have regard to the requirements set out in section 5.13 of the Employment and Skills Code; (f) include anticipated employment opportunities;

- (g) have regard to the Economic Development Codes; and
- (h) accord with the matters set out at paragraph 2.2 of this Schedule

“Exclusivity Period”

means the period of 10 (ten) Working Days during which any employment opportunities (save employment opportunities arising from the need to carry out emergency and/or urgent works) that arise during the School Land Phase Construction Period will be marketed solely to Local Residents

“Ex-offenders or Offenders”

means Local Residents referred by the Council’s Youth Offending Service or otherwise with an unspent criminal conviction, on probation or on licence for a criminal conviction, and Local Residents released from a custodial sentence on a temporary licence

“H&F Works”

means the Council’s job brokerage and training service whose purpose is to engage local residents directly and through the network of local organisations to provide and commission relevant skills, training and employment support whose contact details are:

H&FWorks,

020 8753 1800

hf.works@lbhf.gov.uk,

or such other contact details that are provided from time to time by the Council

“Homeless Residents”

means Local Residents referred by a homelessness support organisation, a registered housing association or Jobcentre Plus and who have no fixed home, have been placed by the Council in temporary accommodation or are at risk of becoming homeless

“Local Businesses”	means businesses located and operating in the Borough
“Local Procurement Strategy”	means a strategy to provide opportunities for Local Businesses to bid/tender for the provision of goods and services related to the School Land Phase Construction Period which strategy shall: (a) target provision of opportunities which in total, have a value of at least 10% (ten per cent) of the Construction Cost in accordance with the Council’s Supply Chain Procurement Code; and (b) have regard to the Economic Development Codes
“Local Residents”	means individuals who live within the Borough and with priority given to those who are NEET Residents, Disabled Residents, Older Residents, Ex-offenders or Offenders, Long-term Unemployed Residents, Homeless Residents and those from minority ethnic backgrounds
“Long-term Unemployed Residents”	means Local Residents referred by Jobcentre Plus or the Work and Health Programme
“NEET Residents”	means Local Residents aged 16 (sixteen) to 24 (twenty four) not in employment, education or training
“Older Residents”	means Local Residents aged 50 (fifty) or above
“Paid Work Experience Placements”	means placements of Local Residents in jobs for at least 6 (six) months where those jobs are paid at least the national minimum wage

“Supply Chain Procurement Code”	means the code annexed at Appendix 4 prepared and published by the Council from time to time to assist developers with the preparation of the Local Procurement Strategy and in the event of a conflict or inconsistency between the said code and the terms of this Deed, the terms of this Deed shall prevail
“Unpaid Work Experience Placement”	means work placements of Local Residents and students of local schools within the Borough lasting at least 4 (four) weeks where those work placements will be unpaid for this period
“Work and Health Programme”	means the programme as commissioned by the West London Alliance (the public sector partnership between the 7 (seven) West London local authorities of Barnet, Brent, Ealing, Hammersmith & Fulham, Harrow, Hillingdon and Hounslow) to support specific identified groups of unemployed residents into paid employment
“Youth Offending Service”	means the service provided by the Council to help and support young people, and their families, to deter them away from crime and anti-social behaviour

2. SCHOOL LAND PHASE CONSTRUCTION PERIOD TRAINING AND RECRUITMENT

- 2.1 To submit the Employment and Skills Plan in relation to the School Land Phase to the Council for its written approval not less than 3 (three) months prior to Commencement of the School Land Phase.
- 2.2 The Employment and Skills Plan to include targets for employment and training outcomes as set out below including provision of Apprenticeships which shall accord with the targets set out in paragraph 2.6 of this Schedule:
 - (a) identify the skills, demands and needs the School Land Phase will generate during the School Land Phase Construction Period;
 - (b) identify the skills areas that a construction training programme should seek to address and outline the training and education assistance that will be offered; and

- (c) identify a named person who will monitor progress of the strategy in achieving its targets and objectives and report to the Council on a quarterly basis.
- 2.3 Not to Commence the School Land Phase until an Employment and Skills Plan has been submitted to the Council and until it has been approved in writing by the Council.
- 2.4 That in the event that the Council confirms in writing that it does not approve the Employment and Skills Plan, to submit a revised Employment and Skills Plan for approval under paragraph 2.1 above having had regard to the reasons for refusal given by the Council in that regard.
- 2.5 To comply with the approved Employment and Skills Plan from receipt of approval until the end of the School Land Phase Construction Period and in the event of non-compliance with this sub-paragraph the Owner shall upon written notice from the Council forthwith take any reasonable steps required by the Council to remedy such non-compliance.
- 2.6 To use reasonable endeavours to secure the following targets in the Employment and Skills Plan throughout the School Land Phase Construction Period:
- (a) 3 (three) Apprenticeship for Local Residents;
 - (b) 2 (two) Paid Work Experience Placement;
 - (c) 2 (two) Unpaid Work Experience Placement;
 - (d) 10% (ten per cent) of the labour for on-site construction during the School Land Phase Construction Period to be Local Residents; and
 - (e) 10% (ten per cent) of the procurement for on-site construction to utilise Local Businesses via an organisation to be confirmed by the Council as the Council's supply chain initiative
- 2.7 Within 5 (five) Working Days of Practical Completion of the School Land Phase, to provide the Council with such details and such evidence as the Council may reasonably require in relation to:
- (a) the number and type of Apprenticeships, Unpaid Work Experience Placements and Paid Work Experience Placements provided during the School Land Phase Construction Period;

- (b) a list of the names of Local Residents employed as Apprentices and provided with Work Experience Placements and details of the full post code of where the Apprentices and those provided with Work Experience Placements live;
- (c) the Apprenticeships in which the Apprentices were employed including the jobs and training courses; and
- (d) any training and qualifications received by the Local Residents employed in Work Experience Placements,

PROVIDED THAT any information provided by the Owner must be compliant with data protection requirements and can only be disclosed where relevant third parties have expressly consented to such disclosure

2.8 In the event that by Practical Completion of the School Land Phase, the Owner has not been able to secure 3 (three) Apprenticeship, 2 (two) Paid Work Experience Placement and 2 (two) Unpaid Work Experience Placement (and no alternative provision has been agreed with the Council in writing during the School Land Phase Construction Period), then the Owner shall pay the sum of £7,000 (seven thousand pounds) for such Apprenticeship, Paid Work Experience Placement or Unpaid Work Experience position that has not been secured to the Council within 14 (fourteen) Working Days of the Practical Completion of the School Land Phase of the Development UNLESS the Council has confirmed in writing to the Owner that the Owner has provided satisfactory written evidence to the Council of its reasonable endeavours to demonstrate that, although (as applicable) the Apprenticeship, Unpaid Work Experience Placement and/or Paid Work Experience Placement was not secured, the Owner had nonetheless used reasonable endeavours to secure that number of Apprenticeships Paid Work Experience Placements and Unpaid Work Experience Placements and in which case a requirement to pay any sums in respect of a shortfall against targets will not be required.

2.9 To work consistently with the Council from the date of approval of the Employment and Skills Plan throughout the School Land Phase Construction Period to advertise planned employment opportunities in the construction of the School Land Phase for Local Residents through H&F Works for the Exclusivity Period before such jobs are advertised anywhere else.

- 2.10 Where job applicants meet the essential requirements of any particular advertised role, to require all contractors on the construction of the School Land Phase to consider all applications from Local Residents.
- 2.11 To notify H&F Works of planned employment opportunities, training, work experience or Apprenticeship vacancies arising from the construction of the School Land Phase so H&F Works may list those vacancies for the Exclusivity Period.
- 2.12 To insert into all contracts a requirement for contractors employed on the construction of the School Land Phase to comply with the provisions of paragraphs 2.9, 2.10 and 2.11 above and a requirement that such contractors will in turn seek to impose those requirements on their sub-contractors.

3. LOCAL PROCUREMENT OBLIGATIONS

- 3.1 To target provision of opportunities for Local Businesses to bid/tender for the provision of goods and services related to the School Land Phase Construction Period which in total have a value of at least 10% (ten per cent) of the Construction Cost.
- 3.2 To prepare the Local Procurement Strategy and submit the Local Procurement Strategy to the Council for approval Prior to Commencement of the School Land Phase.
- 3.3 Not to Commence any part of the School Land Phase until the Local Procurement Strategy has been submitted to the Council and until it has been approved in writing by the Council and the approval has been received.
- 3.4 If the Council confirms in writing that it does not approve the Local Procurement Strategy, to submit an amended Local Procurement Strategy (having regard to the reasons for refusal) to the Council for approval.
- 3.5 Prior to Commencement of the School Land Phase to meet with the Council's Economic Development Team (Local Procurement Officer) and the external contractor appointed to deliver a local supply chain service ("the Local Procurement Team") at least 1 (one) month in advance of issuing tenders for those contracts anticipated to be detailed in the approved Local

Procurement Strategy in order to agree the specific steps that will be taken to give effect to the Local Procurement Strategy.

- 3.6 To ensure that from receipt of approval until the end of the School Land Phase Construction Period, the Development on the School Land Phase shall not be carried out otherwise than in accordance with the requirements of the approved Local Procurement Strategy and in the event of non-compliance with this sub-clause, upon written notice from the Council, to forthwith take any reasonable steps required by the Council to remedy such non-compliance.
- 3.7 The Owner shall not be obliged to enter into any contracts with Local Businesses or Local Residents notwithstanding the measures in the approved Employment and Skills Plan or Local Procurement Strategy or in this Schedule, where such Local Businesses or Local Residents have not demonstrated to the Owner's (or their agent's or relevant contractor's) reasonable satisfaction that they have the necessary skills and attributes to undertake the work or provide the relevant goods or services as specified in the bid/tender package issued for by the Owner (or its agent or relevant contractor) for the relevant work or supply of goods or services.
- 3.8 The Council and the GLA acknowledge that the provisions in this Schedule are subject always to any data protection, statutory requirements and employment laws and processes which may be relevant from time to time.

4. MONITORING

- 4.1 To submit to the Council during the School Land Phase Construction Period quarterly reports following approval of the Employment and Skills Plan by the Council detailing the updated information as required by paragraph 2.7 above, the first such report to be submitted within 10 (ten) Working Days of the expiry of 3 (three) months from the date of approval of the plan and each report thereafter to be submitted within 10 (ten) Working Days of the expiry of each further 3 (three) month period until the end of the School Land Phase Construction Period.
- 4.2 To submit to the Council during the School Land Phase Construction Period quarterly reports following approval of the Local Procurement Strategy by the Council detailing the following:
- (a) the outputs against the targets contained in the approved Local Procurement Strategy;

- (b) the details of businesses that have bid/tendered for work in relation to the School Land Phase that are Local Businesses;
- (c) the opportunities that Local Businesses have had to bid/tender for the provision of goods and services related to the School Land Phase Construction Period;
- (d) the details and value of contracts awarded to Local Businesses, and to which Local Businesses; and
- (e) the measures which have been taken in accordance with the approved Local Procurement Strategy.

4.3 Each report must be compliant with data protection requirements and can only be disclosed where that third party has expressly consented to such disclosure.

SCHEDULE 6

FINANCIAL CONTRIBUTIONS RESIDENTIAL PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 6 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3. The Owner covenants with the GLA and the Council to bind the Residential Land only as follows: -

Relevant Definitions:

“Carbon Offset Contribution – Residential Phase” means the sum of £315,657 (three hundred and fifteen thousand six hundred and fifty pounds) calculated at £95 per tonne Indexed to be paid to the Council and as may be apportioned per Block to mitigate the shortfall in the reduction of carbon dioxide emissions from the Residential Phase of the Development and which sum is to be applied towards securing reductions in off-site carbon dioxide emissions in the Council’s administrative area

“NHS Contribution – Residential Phase” means the sum of £386,294 (three hundred and eighty-six thousand two hundred and ninety-four pounds) Indexed to be paid by the Owner to

the Council for onward payment to the NHS and to applied toward the delivery of additional primary care floorspace in the London Borough of Hammersmith and Fulham

“Play Space Off-Site Contribution – Residential Phase means the sum of £24,975 (twenty-four thousand nine hundred and seventy-five pounds) Indexed to be paid by the Owner to the Council and to be applied toward the delivery of off-site play space within the vicinity of the Site or such other area as determined by the Council;

“Residential Phase Delivery and Servicing Management Plan” means the delivery and servicing management plan (including waste management) to be submitted in respect of the Residential Phase for approval in accordance with condition [] of the Planning Permission

“Residential Phase Delivery and Servicing Management Plan Fee” means the sum of [£3,000] (three thousand pounds) per annum to be paid by the Owner to the Council for a period of three years only and to be applied toward monitoring compliance with the Residential Phase Delivery and Servicing Management Plan

“TfL Step-Free Access Contribution – Residential Phase” means the sum of [£84,000](eighty-four thousand pounds)] Indexed to be paid by the Owner to the Council for onward payment to TfL and to applied toward the delivery of step-free access to the Central Line and additional station capacity at White City London Underground Station

2. Carbon Offset Contribution - Residential Phase

2.1. To pay to the Council the relevant apportionment of the Carbon Offset Contribution – Residential Phase in respect of a Block prior to Commencement of the relevant Block in the Residential Phase of the Development.

2.2. Not to Commence the relevant Block in any part of the Residential Phase of the Development until the apportioned Carbon Offset Contribution – Residential Phase in respect of that Block has been paid to the Council.

3. NHS Contribution – Residential Phase

3.1. To pay to the Council the NHS Contribution – Residential Phase prior to first Occupation of the Residential Units in the Residential Phase of the Development.

3.2. Not to Occupy the Residential Units in any part of the Residential Phase of the Development until the NHS Contribution – Residential Phase has been paid to the Council.

4. Play Space Off-Site Contribution – Residential Phase

4.1. To pay to the Council the Play Space Off-Site Contribution – Residential Phase prior to Commencement of the Residential Phase of the Development.

4.2. Not to Commence any part of the Residential Phase of the Development until the Play Space Off-Site Contribution – Residential Phase has been paid to the Council.

5. TfL Step-Free Access Contribution – Residential Phase

5.1. To pay to the [Council] the 50% of the TfL Step-Free Access Contribution – Residential Phase prior to Commencement of the Residential Phase of the Development as stakeholder for TfL and to provide written confirmation of such payment to GLA within 5 Working Days of payment.

5.2. Not to Commence any part of the Residential Phase of the Development until 50% of the TfL Step-Free Access Contribution – Residential Phase has been paid to the Council.

5.3. To pay to the Council the remaining balance of the TfL Step-Free Access Contribution - Residential Phase prior to first Occupation of the Residential Phase of the Development as stakeholder for TfL and to provide written confirmation of such payment to GLA within 5 Working Days of payment.

- 5.4. Not to Occupy any part of the Residential Phase of the Development until the TfL Step-Free Access Contribution – Residential Phase has been paid to the Council in full.

6. Residential Phase Delivery and Servicing Management Plan Fee

- 6.1. To pay to the Council the Residential Phase Delivery and Servicing Management Plan Fee prior to first Occupation of the Residential Phase of the Development.
- 6.2. Not to permit the Occupation of any part of the Residential Phase of the Development until the Residential Phase Delivery and Servicing Management Plan Fee has been paid to the Council.

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SCHEDULE 7

FINANCIAL CONTRIBUTIONS SCHOOL LAND PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 7 shall bind only the School Land and apply solely to those persons with a Legal Estate in the School Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3. The Owner covenants with the GLA and the Council so as to bind the School Land only as follows: -

Relevant Definitions:

“Carbon Offset Contribution – School Land Phase” means the sum of £14,250 (fourteen thousand two hundred and fifty pounds) calculated at £95 per tonne Indexed to be paid to the Council [and as may be apportioned per Block] to mitigate the shortfall in the reduction of carbon dioxide emissions from the School Land Phase of the Development and which sum is to be applied towards securing reductions in off-site carbon dioxide emissions in the Council’s administrative area

“School Land Phase Delivery and Servicing Management Plan” means the delivery and servicing management plan (including waste) to be submitted in respect of the School Land Phase for approval in

accordance with condition [] of the Planning Permission

“School Land Phase Delivery and Servicing Management Plan Fee”

means the sum of [£3,000] (three thousand pounds) per annum to be paid by the Owner to the Council for a period of three years only and to be applied toward monitoring compliance with the School Phase Delivery and Servicing Management Plan

2. Carbon Offset Contribution - School Land Phase

- 2.1. To pay to the Council the [relevant apportionment of the] Carbon Offset Contribution – School Land Phase [in respect of a Block] prior to Commencement of [the relevant Block of] a School Land Phase of the Development.
- 2.2. Not to Commence [the relevant Block in] any part of the School Land Phase of the Development until the [apportioned] Carbon Offset Contribution – School Land Phase [in respect of the Block] has been paid to the Council.

3. School Land Phase Delivery and Servicing Management Plan Fee

- 3.1. To pay to the Council the School Land Phase Delivery and Servicing Management Plan Fee prior to first Occupation of the School Land Phase of the Development.
- 3.2. Not to permit the Occupation of any part of the School Land Phase of the Development until the School Land Phase Delivery and Servicing Management Plan Fee has been paid to the Council.

SCHEDULE 8

TRANSPORT POLICY – RESIDENTIAL PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 8 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3 The Owner Undertakes to the GLA and the Council so as to bind the Residential Land only as follows:

Relevant Definitions:

“Blue Badge Holder”

means the holder of a disabled parking badge issued pursuant to The Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended)

“Parking Permit”

means a residential parking permit issued by the Council to a resident of the Borough to permit the parking of a motor vehicle on the highway in the Borough

2. Parking Permit Provisions

- 2.1 Not to apply for a Parking Permit or knowingly suffer or permit any occupier of a Residential Unit (other than a Blue Badge Holder) to apply for a Parking Permit for any controlled parking zones in the Borough and if such a Parking Permit is issued the Residential Land Owner covenants on becoming aware of such issue to notify the Council’s Director of Planning and Property in writing immediately thereafter.
- 2.2 That all material utilised for advertising or marketing each and every Residential Unit within the Residential Land for letting or sale will make it clear to prospective tenants and occupiers

that no Parking Permit (other than for a Blue Badge Holder) should be applied for and none will be issued by the Council for any Residential Units.

- 2.3 That each lease, tenancy agreement, licence and/or any other instrument (including terms and conditions of occupation) granting a right to occupy any Residential Units within the Site shall contain a restrictive covenant as follows: *“under this [Deed] no occupier (other than a Blue Badge Holder) of any Residential Units within the Site will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such occupier shall surrender within 7 days of receipt.”*
- 2.4 Not to lease or transfer any Residential Units unless a restrictive covenant has been included in any such lease or transfer which provides that the tenant or owner of the Residential Unit covenants not to apply to the Council for a Parking Permit.

SCHEDULE 9

RESIDENTIAL PHASE TRAVEL PLAN AND CONSTRUCTION WORKERS TRAVEL PLAN

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 9 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

2. The Owner covenants with the GLA and the Council to bind the Residential Land only as follows:

“Framework Travel Plan” means the framework residential travel plan prepared by Velocity Transport Planning Ltd dated September 2025 and submitted to the Council as part of the Planning Application

“Residential Phase Travel Plan” means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by residents, occupiers and visitors to the Residential Units following first Occupation of the Residential Phase in order to minimise reliance on the use of private cars and which plan shall as a minimum:

- (a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance);
- (b) be iTRACE and TRICS compliant;
- (c) relate to all travel movements of residents, occupiers and visitors to and from the Residential Units, following first Occupation;

- (d) provide a schedule of monitoring to include surveys and monitoring reports to be submitted to the Council; and
- (e) provide a timetable for implementation of the measures and targets contained in the plan

“Residential Phase Travel Plan Coordinator”

means the person responsible for implementing, monitoring progress, reviewing and reporting on the Residential Phase Travel Plan to ensure that the Residential Phase Travel Plan achieves the Residential Phase Travel Plan Objectives and whose functions and responsibilities are more particularly set out in the Residential Phase Travel Plan

“Residential Phase Travel Plan Monitoring Contribution”

means the sum of £[5,000 per annum payable for a period of five (5) years only being a contribution towards the Council’s costs of monitoring the Residential Phase Travel Plan

“Residential Phase Travel Plan Monitoring Report”

means a written report setting out the results of a review of the operation and effectiveness of the Residential Phase Travel Plan during the previous 24- month period and setting out any remedial measures to be implemented to achieve the Residential Phase Travel Plan Objectives

“Residential Phase Travel Plan Objectives”

means the following aims, goals and objectives for the provision of the Residential Phase Travel Plan insofar as they relate to the Residential Phase:

- (a) to raise residents’ awareness of sustainable modes of travel available;
- (b) reduce car dependency;
- (c) optimise car occupancy;
- (d) promote opportunities for access by non-car modes;

- (e) promote active travel as part of a healthy lifestyle;
- (f) raise awareness of the impact of travel on the environment and the benefits of more sustainable forms of travel; and
- (g) to facilitate and encourage travel by sustainable modes
- (h) to ensure that the Residential Phase Travel Plan is coordinated with and builds upon any measures established during the construction period under the Construction Workers Travel Plan

“Construction Workers Travel Plan”

means a plan in writing which sets out measures to be adopted by the Owner to manage and minimise the impact of travel by demolition and construction workers to and from the Residential Land during the Residential Phase Construction Period, which plan shall as a minimum:

- (a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance);
- (b) be iTRACE and TRICS compliant;
- (c) relate to all travel movements of demolition and construction workers to and from the Residential Land;
- (d) include measures to minimise travel by private car, manage shift patterns and routing of construction traffic, and coordinate with the approved Demolition and Construction Logistics Plan; and
- (e) provide a timetable for implementation of the measures and targets contained in the plan

“Construction Workers
Travel Plan Monitoring
Contribution”

means the sum of £3,000 per annum payable for the duration
of the Residential Phase Construction Period, being a
contribution towards the Council’s costs of monitoring the
Construction Workers Travel Plan

“Construction Workers
Travel Plan Objectives”

means the following aims, goals and objectives for the
Construction Workers Travel Plan insofar as they relate to the
Residential Phase Construction Period:

- (a) to minimise the number of demolition and construction
worker trips by private car;
- (b) to manage and coordinate worker shift patterns to reduce
peak-hour highway impacts;
- (c) to promote the use of public transport, cycling and car-
sharing by demolition and construction workers;
- (d) to ensure coordination with the approved Demolition and
Construction Logistics Plan;
- (e) to minimise the impact of demolition and construction
worker travel on the amenity and safety of local residents and
school users; and
- (f) to monitor and report on construction worker travel
patterns

3. Part 1 – Construction and Demolition Workers Travel Plan

- 3.1** The Owner shall pay the Construction Workers Travel Plan Monitoring Contribution to the Council prior to Implementation of the Residential Phase.
- 3.2** The Owner shall submit the Construction Workers Travel Plan to the Council for approval not less than two (2) months prior to Implementation of the Residential Phase and shall not

Implement or permit Implementation of the Residential Phase until the Construction Workers Travel Plan has been approved in writing by the Council.

3.3 The Owner shall implement the Construction Workers Travel Plan from Implementation of the Residential Phase until Practical Completion of the Residential Phase.

3.4 The Owner shall monitor the Construction Workers Travel Plan and submit a written report to the Council for its approval every six (6) months from the date of Implementation of the Residential Phase until Practical Completion of the Residential Phase, setting out the results of a review of the operation and effectiveness of the Construction Workers Travel Plan and any remedial measures to be implemented to achieve the Construction Workers Travel Plan Objectives.

3.5 The Owner shall co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the Construction Workers Travel Plan Objectives have been achieved.

4. Part 2 – Residential Occupation Travel Plan

4.1 The Owner shall pay the Residential Phase Travel Plan Monitoring Contribution to the Council prior to first Occupation of the Residential Phase.

4.2 The Owner shall submit the Residential Phase Travel Plan to the Council prior to Occupation of the Residential Phase and shall not Occupy or permit Occupation of the Residential Phase until the Residential Phase Travel Plan has been approved by the Council.

4.3 The Owner agrees to implement the Residential Phase Travel Plan for a period of five (5) years from first Occupation of the Residential Phase (the “Implementation Period”) PROVIDED THAT if the Implementation Period has lapsed prior to carrying out the commitments in the remainder of this paragraph 3 then the Owner shall be under no obligation to fulfil such obligation.

4.4 Subject to paragraph 3.3, the Owner shall:

- (a) monitor the Residential Phase Travel Plan and submit a Residential Phase Travel Plan Monitoring Report to the Council for its approval within 1 month of first and third anniversaries of first Occupation of the Residential Phase; and

- (b) co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the Residential Phase Travel Plan Objectives have been achieved;

4.5 The Owner covenants with the Council and the GLA that it shall:

- (a) appoint a Residential Phase Travel Plan Coordinator no later than one month prior to the date of first Occupation of the Residential Phase;
- (b) submit the name and contact details of the appointed Residential Phase Travel Plan Coordinator to the Council within ten (10) Working Days of the date of their appointment;
- (c) not Occupy cause or permit first Occupation of the Residential Phase unless and until a Residential Phase Travel Plan Coordinator has been appointed and their name and contact details have been submitted to the Council; and
- (d) notify the Council of any changes to the role or details of the appointed Residential Phase Travel Plan Coordinator within ten (10) Working Days of the date the change occurs.

4.6 Unless otherwise agreed in writing by the Council, the Owner covenants that the role of the Residential Phase Travel Plan Coordinator shall remain in place until at least five (5) years after first Occupation of the Residential Phase.

4.7 The Residential Phase Travel Plan shall also include measures to monitor the number of person trips to and from the Residential Phase:

- (a) in single occupancy vehicles;
- (b) by travel mode;
- (c) by time of day; and
- (d) by duration of stay

4.8 The Residential Phase Travel Plan shall outline the timetable and programme for the implementation of the measures and targets for monitoring how the Residential Phase Travel Plan is achieving the Residential Phase Travel Plan Objectives.

SCHEDULE 10

SCHOOL LAND PHASE TRAVEL PLAN AND CONSTRUCTION WORKERS TRAVEL PLAN

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 10 shall bind only the School Land and apply solely to those persons with a Legal Estate in the School Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

1.3. The Owner covenants with the GLA and the Council so as to bind the School Land as follows:

“Construct Workers Travel
Plan – School Land Phase”

means a plan in writing which sets out measures to be adopted by the Owner to manage and minimise the impact of travel by demolition and construction workers to and from the School Land during the School Land Phase Construction Period, which plan shall as a minimum:

(a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance);

(b) be iTRACE and TRICS compliant;

(c) relate to all travel movements of demolition and construction workers to and from the School Land;

(d) include measures to minimise travel by private car, manage shift patterns and routing of construction traffic, and coordinate with the approved Demolition and Construction Logistics Plan; and

(e) provide a timetable for implementation of the measures and targets contained in the plan

“Construction Workers
Travel Plan Monitoring
Contribution – School Land
Phase”

means the sum of £3,000 per annum payable for the duration
of the School Land Phase Construction Period, being a
contribution towards the Council's costs of monitoring the
Construction Workers Travel Plan – School Land Phase

“Construction Workers
Travel Plan Objectives –
School Land Phase”

means the following aims, goals and objectives for the
Construction Workers Travel Plan – School Land Phase insofar
as they relate to the School Land Phase Construction Period:

- (a) to minimise the number of demolition and construction
worker trips by private car;
- (b) to manage and coordinate worker shift patterns to reduce
peak-hour highway impacts;
- (c) to promote the use of public transport, cycling and car-
sharing by demolition and construction workers;
- (d) to ensure coordination with the approved Demolition and
Construction Logistics Plan;
- (e) to minimise the impact of demolition and construction
worker travel on the amenity and safety of local residents; and
- (f) to monitor and report on construction worker travel
patterns

“Framework Travel Plan”

means the framework school travel plan prepared by Velocity
Transport Planning Ltd dated September 2025 and submitted
to the Council as part of the Planning Application

“School Land Phase Travel
Plan”

means a plan in writing based on the Framework Travel Plan
which sets out measures to be adopted by the Owner to secure
the use of sustainable forms of transport by occupiers of and
visitors to the School Land Phase following first Occupation of

the School Land Phase in order to minimise reliance on the use of private cars and which plan shall as a minimum:

- (a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance);
- (b) be iTRACE and TRICS compliant;
- (c) relate to all travel movements of occupiers and visitors to and from the School Land Phase following the first Occupation;
- (d) provide a schedule of monitoring to include surveys and monitoring reports to be submitted to the Council; and
- (e) provide a timetable for implementation of the measures and targets contained in the plan

“School Land Phase Travel Plan Coordinator”

means the person responsible for implementing, monitoring progress, reviewing and reporting on the School Land Phase Travel Plan to ensure that the School Land Phase Travel Plan achieves the School Land Phase Travel Plan Objectives and whose functions and responsibilities are more particularly set out in the School Land Phase Travel Plan

“School Land Phase Travel Plan Monitoring Contribution”

means the sum of £5,000 per annum payable for a period of three years only being a contribution towards the Council’s costs of monitoring the School Land Phase Travel Plan

“School Land Phase Travel Plan Monitoring Report”

means a written report setting out the results of a review of the operation and effectiveness of the School Land Phase Travel Plan during the previous 24- month period and setting out any remedial measures to be implemented to achieve the School Land Phase Travel Plan Objectives

“School Land Phase Travel
Plan Objectives”

means the following aims, goals and objectives for the provision of the School Land Phase Travel Plan insofar as they relate to the School Land Phase:

- (a) to raise awareness of sustainable modes of travel available;
- (b) reduce car dependency;
- (c) optimise car occupancy;
- (d) promote opportunities for access by non-car modes;
- (e) promote active travel as part of a healthy lifestyle;
- (f) raise awareness of the impact of travel on the environment and the benefits of more sustainable forms of travel; and
- (g) to facilitate and encourage travel by sustainable modes
- (h) to ensure that the School Land Phase Travel Plan is coordinated with and builds upon any measures established during the construction period under the Construction Workers Travel Plan – School Land Phase

2. Part 1 – Construction and Demolition Workers Travel Plan

- 2.1 The Owner shall pay the Construction Workers Travel Plan Monitoring Contribution – School Land Phase to the Council prior to Implementation of the School Land Phase.
- 2.2 The Owner shall submit the Construction Workers Travel Plan – School Land Phase to the Council for approval not less than two (2) months prior to Implementation of the School Land Phase and shall not Implement or permit Implementation of the School Land Phase until the Construction Workers Travel Plan – School Land Phase has been approved in writing by the Council.
- 2.3 The Owner shall implement the Construction Workers Travel Plan – School Land Phase from Implementation of the School Land Phase until Practical Completion of the School Land Phase.
- 2.4 The Owner shall monitor the Construction Workers Travel Plan – School Land Phase and submit a written report to the Council for its approval every six (6) months from the date of

Implementation of the School Land Phase until Practical Completion of the School Land Phase, setting out the results of a review of the operation and effectiveness of the Construction Workers Travel Plan – School Land Phase and any remedial measures to be implemented to achieve the Construction Workers Travel Plan Objectives – School Land Phase.

- 2.5 The Owner shall co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the Construction Workers Travel Plan Objectives – School Land Phase have been achieved.

3. Owner's covenants

- 3.1 The Owner shall pay the School Land Phase Travel Plan Monitoring Contribution to the Council prior to first Occupation of the School Land Phase.

- 3.2 The Owner shall submit the School Land Phase Travel Plan to the Council prior to Occupation of the School Land Phase and shall not Occupy or permit Occupation of the School Land Phase until the School Land Phase Travel Plan has been approved by the Council.

- 3.3 The Owner agrees to implement the School Land Phase Travel Plan for a period of 5 years from first Occupation of the School Land Phase (the "Implementation Period") PROVIDED THAT if the Implementation Period has lapsed prior to carrying out the commitments in the remainder of this paragraph 3 then the Owner shall be under no obligation to fulfil such obligation.

- 3.4 Subject to paragraph 3.3, the Owner shall:

- (a) monitor the School Land Phase Travel Plan and submit a School Land Phase Travel Plan Monitoring Report to the Council for its approval within 1 month of first and third anniversaries of first Occupation of the School Land Phase; and
- (b) co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the School Land Phase Travel Plan Objectives have been achieved;

- 3.5 The Owner covenants with the Council and the GLA that it shall:

- (a) appoint a School Land Phase Travel Plan Coordinator no later than one month prior to the date of first Occupation of the School Land Phase;

- (b) submit the name and contact details of the appointed School Land Phase Travel Plan Coordinator to the Council within ten (10) Working Days of the date of their appointment;
 - (c) not Occupy cause or permit first Occupation of the School Land Phase unless and until a School Land Phase Travel Plan Coordinator has been appointed and their name and contact details have been submitted to the Council; and
 - (d) notify the Council of any changes to the role or details of the appointed School Land Phase Travel Plan Coordinator within ten (10) Working Days of the date the change occurs.
- 3.6 Unless otherwise agreed in writing by the Council, the Owner covenants that the role of the School Land Phase Travel Plan Coordinator shall remain in place until at least five (5) years after first Occupation of the School Land Phase.
- 3.7 The School Land Phase Travel Plan shall also include measures to monitor the number of person trips to and from the School Land Phase:
- (a) in single occupancy vehicles;
 - (b) by travel mode;
 - (c) by time of day; and
 - (d) by duration of stay
- 3.8 The School Land Phase Travel Plan shall outline the timetable and programme for the implementation of the measures and targets for monitoring how the School Land Phase Travel Plan is achieving the School Land Phase Travel Plan Objectives.

SCHEDULE 11

HIGHWAYS WORKS – RESIDENTIAL PHASE

4. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 11 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

1.3 The Owner covenants with the GLA and the Council to bind the Residential Land as follows:-

Relevant Definitions:

“Residential Phase Highways Land” means the land which is adopted highway on which the Residential Phase Highways Works relating to the Residential Phase are to take place

“Residential Phase Highways Works” means the works to be carried out on the Residential Phase Highways Land by the Council as described in Appendix 2 of this Deed

“Residential Phase Highways Works Agreement” means an agreement between the Owner and the Council as the Highway Authority pursuant to section 278 of the Highways Act 1980 as amended and any other relevant enabling powers for securing the carrying out of the Residential Phase Highways Works

2. Highways Works Agreement

2.1 The Owner shall, prior to Occupation of any part of the Residential Phase, enter into the Residential Phase Highways Works Agreement with the Council..

2.2 The Owner shall not Occupy or permit the Occupation of any part of the Residential Phase unless and until

i. the Residential Phase Highways Works Agreement has been completed and entered into by all relevant parties;

ii. all sums, fees, costs, securities and bonds required under the Residential Phase Highways Works Agreement have been paid or provided to the Council.and:.

(a) where the Residential Highways Works are to be undertaken by or on behalf of the Owner, the Residential Highways Works have been completed in accordance with the Residential Highways Works Agreement to the reasonable satisfaction of the Council, save only for minor snagging works which do not materially affect their safe and convenient use;

SCHEDULE 12

HIGHWAYS WORKS – SCHOOL LAND PHASE

1. Interpretation and Effect

1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 12 shall bind only the School Land and apply solely to those persons with a Legal Estate in the School Land .

1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

2. The Owner covenants with the GLA and the Council to bind the School Land as follows:-

Relevant Definitions:

“School Highways Land Area” means the land which is adopted highway on which the School Land Phase Highways Works relating to the School Land Phase are to take place

“School Land Phase Highways Works” means the works to be carried out on the School Highways Land Area by the Council as described in Appendix 2 of this Deed

“School Land Phase Highways Works Agreement” means an agreement between the Owner and the Council as the Highway Authority pursuant to section 278 of the Highways Act 1980 as amended and any other relevant enabling powers for securing the carrying out of the School Land Phase Highways Works

3. Highways Works Agreement

3.1 The Owner shall, prior to Occupation of any part of the School Land Phase, enter into the School Land Phase Highways Works Agreement with the Council.

3.2 The Owner shall not Occupy or permit the Occupation of any part of the School Land Phase unless and until:

- i. the School Land Phase Highways Works Agreement has been completed and entered into by all relevant parties;
- ii. all sums, fees, costs, securities and bonds required under the School Land Phase Highways Works Agreement have been paid or provided to the Council; and.

either:.

(a) where the School Land Phase Highways Works are to be undertaken by or on behalf of the Owner, the School Land Phase Highways Works have been completed in accordance with the School Land Phase Highways Works Agreement to the reasonable satisfaction of the Council, save only for minor snagging works which do not materially affect their safe and convenient use.

(a)

SCHEDULE 13

BE SEEN ENERGY MONITORING – RESIDENTIAL PHASE

2. Interpretation and Effect

1.3. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 13 shall bind only the Residential Land and apply solely to those persons with a Legal Estate in the Residential Land.

1.4. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.

1.3 The Owner covenants with the GLA and the Council to bind the Residential Land as follows:-

Relevant Definitions:

“Defects Liability Period” means the period of time following Practical Completion of the Residential Phase in which a contractor may remedy defects as may be included in the building contract

“Reportable Unit” means a Reportable Unit (Energy Centre) or Reportable Unit (Residential Phase)

“Reportable Unit (Energy Centre)” means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential properties (within the Residential Phase) or a self-contained energy system serving multiple residential properties (within the Residential Phase)

“Reportable Unit (Residential Phase)” means a Block within the Residential Phase with a single occupier/tenant (including block of flats' communal areas) or a Block with multiple tenants

2 ENERGY MONITORING

2.1 Prior to Occupation of each Block within the Residential Phase, the Owner shall:

- 2.1.1 provide updated accurate and verified "as-built" design estimates of the "Be Seen" energy performance indicators for each Reportable Unit within that Block, 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
- 2.1.2 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).
- 2.2 On the first anniversary of first Occupation of the Residential Phase or following the end of the Defects Liability Period (whichever is the later) and at least annually on the anniversary for the following 4 (four) years after that date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Residential Phase as per the methodology outlined in the "In-use stage" section of the GLA "Be Seen" energy monitoring guidance document (or any guidance document that may replace it).
- 2.3 The obligation at paragraph 2.2 will be satisfied after the Owner has reported on all relevant indicators included in the "In-use stage" chapter of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it) for at least 5 (five) years.
- 2.4 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 Owner 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 Owner as soon as reasonably practicable.
- 2.5 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 14

BE SEEN ENERGY MONITORING – SCHOOL LAND PHASE

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 14 shall bind only the School Land and apply solely to those persons with a Legal Estate in the School Land.
- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3 The Owner covenants with the GLA and the Council to bind the School Land as follows:-

Relevant Definitions:

"Defects Liability Period"	means the period of time following Practical Completion of the School Land Phase in which a contractor may remedy defects as may be included in the building contract
"Reportable Unit"	means a Reportable Unit (Energy Centre) or Reportable Unit (School Land Phase)
"Reportable Unit (Energy Centre)"	means either a connection to a third-party District Heating Network or a self-contained energy centre within the School Land Phase
"Reportable Unit (School Land Phase)"	means a Block within the School Land Phase with a single occupier/tenant or a Block within the School Land Phase with multiple tenants

3 ENERGY MONITORING

- 3.1 Prior to Occupation of each Block within the School Land Phase, the Owner 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 Block, 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 of the School Land Phase or following the end of the Defects Liability Period (whichever is the later) and at least annually on the anniversary for the following 4 (four) years after that date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the School Land Phase as per the methodology outlined in the "In-use stage" section of the GLA "Be Seen" energy monitoring guidance document (or any guidance document that may replace it).
- 3.3 The obligation at paragraph 2.2 will be satisfied after the Owner has reported on all relevant indicators included in the "In-use stage" chapter of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it) for at least 5 (five) 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 Owner 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 Owner 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 15

DELIVERY OF SCHOOL

1. Interpretation and Effect

- 1.1. SUBJECT ALWAYS to Clauses **Error! Reference source not found.** and 9 of this Deed the provisions of this Schedule 15 shall bind only the Site and apply to all persons holding to those persons a Legal Estate in any part of the Site.

- 1.2. Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1. of the other Schedules to this Deed.
- 1.3. The Owner covenants with the GLA and the Council to bind the Site as follows:-
- 1.3.1. The Owner shall Practically Complete the Educational Facility in accordance with the Planning Permission.
- 1.3.2. The Owner shall not Occupy or permit the Occupation of more than 50% of the Residential Units until:
- 1.3.2.1. the Educational Facility has been Practically Completed; and
- 1.3.2.2. all access, servicing, utilities and infrastructure reasonably necessary for the operation of the Educational Facility have been completed and are available for use.
- 1.3.3. Within 10 Working Days of Practical Completion of the Educational Facility, the Owner shall provide the Council and the GLA with a copy of the relevant certificate of Practical Completion.
- 1.3.4. The provisions of this paragraph shall bind the Site and shall be enforceable against any person holding a Legal Estate in any part of the Site.

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SCHEDULE 16

COUNCIL'S COVENANTS

The Council covenants with the GLA and the Owner:

1. General

- 1.1 To use all sums received from the Owner under the terms of this Deed for the purposes for which they are to be paid.
- 1.2 The Council shall pass the NHS Contribution – Residential Phase on to the NHS promptly following receipt.
- 1.3 Within fifteen (15) Working Days after receiving an instalment of the TfL Step-Free Access Contribution – Residential Phase, the Council shall pay that instalment to TfL in full, together with all interest accrued on or received in respect of it while held by the Council.
- 1.4 If any part of the financial contributions paid by the Owner to the Council under this Deed (save for TfL Step-Free Access Contribution – Residential Phase and NHS Contribution – Residential Phase) has not been spent or committed for expenditure by the Council at the expiry of ten (10) years from payment of the relevant contribution the Council shall repay any unexpended balance of the relevant contribution to the Owner (including any interest accrued on such unexpended balance) within two (2) months of receipt of a written notice of demand from the original paying party.
- 1.5 From time to time if reasonably requested by the Owner in writing (but not more than once in each year) the Council shall provide to the Owner returns showing:-
 - i. the total amounts that it has received from the Owner under this Deed up to the reporting date; and
 - ii. the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

APPENDIX 1

THE PLANS

Plan Title	Plan Reference/Drawing Number
Site Plan	
Phasing Plan	
Residential Phase Highway Works Plan	
School Land Phase Highway Works Plan (TBC)	

APPENDIX 2

HIGHWAY WORKS

1. General

1.1 Improvements and alterations to the public highway and public footway which shall include:

- (a) []; and
- (b) reinstatement and repair of any public highway damaged during the construction of the Development.

1.2 The work involved in the construction of all the above improvements and alterations includes:

- (a) general preliminaries;
- (b) alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
- (c) surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
- (d) provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
- (e) provision of road markings and traffic signs both temporary and permanent, where necessary;
- (f) footway and carriageway works and alterations including embellished surfacing on approach to crossings; and
- (g) parking or waiting restrictions as required by the Council fronting the Development.

1.3 The [School Land Phase Highway Works] [Residential Phase Highway Works] shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

APPENDIX 3

Employment and Skills Code

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APPENDIX 4

Supply Chain Procurement Code

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IN WITNESS of which the parties have executed but not delivered this Deed until the date first shown above.

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

.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory

Common Seal

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF)

THE LONDON BOROUGH OF HAMMERSMITH)

AND FULHAM was affixed)

in the presence of:)

The Officer duly authorised on

behalf of the Council

Executed as a deed by

[]

.....
Director

acting by a Director

In the presence of

Witness Signature

Witness Name

Witness Address

DRAFT

Executed as a deed by

[]

.....
Director

acting by a Director

In the presence of

Witness Signature

Witness Name

Witness Address

DRAFT

(1) THE GREATER LONDON AUTHORITY

(2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH
AND FULHAM

(3) FUTURE ACADEMIES

(4) [LONDON SQUARE DEVELOPMENTS
LIMITED]

DEED

Relating to the development of the Phoenix
Academy, The Curve, London, W12 0RQ

Hammersmith and Fulham Legal Services

3rd Floor

Town Hall

King Street

Hammersmith

London W6 9JU

Ref: []

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