DATED 2025

(1) THE GREATER LONDON AUTHORITY

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK

(3) NETWORK RAIL (VY1) LIMITED

(4) NETWORK RAIL (VY2) LIMITED

(5) ST THOMAS BERMONDSEY LIMITED

(6) BENJAMIN VICTOR SHEDDEN SCRIMGEOUR AND GEOFFREY HAWKES

DEED OF AGREEMENT
relating to section 106 of the Town and Country Planning Act 1990 and all other enabling powers in relation to land bounded by St Thomas Street, Fenning Street, Vinegar Yard and Snowfields including Nos. 1-7 Fenning Street and No. 9 Fenning Street SE1 3QR
Council Reference: 18/AP/4171
GLA Reference: GLA/6208/S2

Pinsent Masons

1	DEFINITIONS AND INTERPRETATIONS	2
2	STATUTORY AUTHORITY AND ENFORCEABILITY	22
3	CONDITIONALITY	23
4	THE OWNER'S AND THE DEVELOPER'S OBLIGATIONS	23
5	THE COUNCIL'S AND THE GLA'S COVENANTS	23
6	CAPACITY TO ENTER INTO THIS DEED	23
7	INTEREST	24
8	INDEXATION	24
9	LIABILITY AND ENFORCEMENT	24
10	REGISTRATION	25
11	LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION	25
12	APPROVALS	26
13	POWERS OF THE GLA AND THE COUNCIL	26
14	NOTICES	26
15	CHANGE OF OWNERSHIP	27
16	VAT	27
17	WAIVER	27
18	SEVERABILITY	27
19	DEVELOPER AND MORTGAGEE LIABILITY	27
20	DISPUTE RESOLUTION	28
21	TFL CONTRIBUTIONS AND THIRD PARTY RIGHTS	28
22	JURISDICTION	29
23	DELIVERY	29
24	GOOD FAITH	29
25	REASONABLENESS	29
SCHEDULE 1 – DRAFT PLANNING PERMISSION		30
SCHEDULE 2 - MEDICAL OR RESEARCH AND DEVELOPMENT FACILITY		31
SCHEDULE 3 - AFFORDABLE WORKSPACE		35
SCHEDULE 4 - COMMUNITY SPACE		38
SCHEDULE 5 - ENERGY AND DISTRICT HEATING NETWORK		39

SCHEDULE 6 - FINANCIAL CONTRIBUTIONS 42

SCHEDULE 7 - EMPLOYMENT 43

SCHEDULE 8 - HIGHWAYS AND TRANSPORT 46

SCHEDULE 9 - PUBLIC REALM & APPOINTED ARCHITECTS 48

SCHEDULE 10 - THE GLA'S AND THE COUNCIL'S COVENANTS 51

APPENDIX 1 - SITE PLAN

APPENDIX 2 - MEDICAL FACILITY HEADS OF TERMS

APPENDIX 3 - COMMUNITY SPACE PLAN

APPENDIX 4 - PUBLIC REALM PLANS

APPENDIX 5 - HIGHWAY WORKS PLAN

APPENDIX 6 - AFFORDABLE WORKSPACE HEADS OF TERMS

APPENDIX 7 - AFFORDABLE WORKSPACE SPECIFICATION

APPENDIX 8 - AFFORDABLE WORKSPACE PLANS

APPENDIX 9 - COMMUNITY SPACE MINIMUM REQUIREMENTS

APPENDIX 10 - SC1 LIFE SCIENCE & INNOVATION DISTRICT OPERATORS

APPENDIX 11 - MEDICAL/R&D FACILITY FLOORSPACE PLANS

THIS DEED OF AGREEMENT is made on 2025

BETWEEN:-

(1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London SE1 2AA (the "**GLA**");

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street, London SE1 2TZ (the "**Council**");

(3) **NETWORK RAIL (VY1) LIMITED** (company registration number 08470403) whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW;

(4) **NETWORK RAIL (VY2) LIMITED** (company registration number 08470404) whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW;

(Network Rail (VY1) Limited and Network Rail (VY2) Limited together "**Network Rail**" and together with the Developer, the "**Owner**");

(5) **ST THOMAS BERMONDSEY LIMITED** (company registration number 10878051) whose registered office is at 1st Floor, 1 Red Place, London W1K 6PL (the "**Developer**"); and

(6) **BENJAMIN VICTOR SHEDDEN SCRIMGEOUR** and **GEOFFREY HAWKES** of 15 Park Street, London SE1 9AB (the "**Mortgagee**").

WHEREAS:-

(A) The GLA is a body established by 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.

(B) The Council remains the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area in which the Site is located and 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.

(C) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act and the GLA confirms that this Deed is the sole planning agreement which secures the planning obligations in respect of the Planning Permission.

(D) Network Rail is registered at HM Land Registry as proprietor of the freehold interests in that part of the Site registered under title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.

(E) The Developer has entered into a sale and purchase agreement with Network Rail dated 21 November 2017 for the acquisition of the freehold interests in that part of the Site registered under title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.

(F) The Mortgagee is the registered proprietor of the charge dated 19 April 2013 referred to in the charges register of title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.

(G) On 24 December 2018, the Developer submitted the Planning Application to the Council for the redevelopment of the Site to include the demolition of the existing buildings and the erection of a building up to 20 storeys in height and a 3 storey pavilion building with 3 basement levels across the site providing use classes A1/A2/A3/A4/B1/D2 and sui generis performance venue, cycle parking, servicing, refuse and plant areas, public realm (including soft and hard landscaping) and highway improvements and all other associated works.

(H) The Council resolved at a meeting of its Planning Committee on 29 June 2020 to refuse planning permission pursuant to the Planning Application.

(I) On 24 August 2020, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Planning Application. Amendments sought by the Developer following the Council's refusal of the Planning Application include: (i) the provision of medical or research and development floorspace; (ii) increasing the affordable workspace provision; (iii) the retention of the existing warehouse to accommodate retail and community space; (iv) the removal of the music venue and subsequent reconfiguration of the proposed building layouts and public realm and provision of public garden space; (v) revising the massing and height to facilitate the increased floor to ceiling heights required for the proposed medical/ research and development uses. On 21 December 2021, the Deputy Mayor of London notified the Council that it would continue to act as the local planning authority for the purposes of determining the Planning Application for the Development.

(J) At a representation hearing held on 27 May 2022, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development. Given the length of time that has passed since the representation hearing, an update report was provided to the Mayor of London prior to the parties entering this Deed and the Mayor of London confirmed his previous resolution of 27 May 2022 still stands.

(K) The Parties enter into this Deed to secure the planning obligations contained within it and to enable the GLA acting as the local planning authority to grant the Planning Permission for the Development.

(L) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary, directly related to the Planning Application, fairly and reasonably related in scale and kind to the Planning Application and are reasonable in all other respects and as such enforceable by the GLA and the Council.

(M) In respect of the TfL Contributions, the GLA confirms, as the local planning authority, that the TfL Contributions should, in the interests of administrative efficiency, be paid directly to TfL on behalf of the GLA and that is not intended that any of the TfL Contributions shall be paid in duplicate to both the GLA as well as TfL.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Deed:-

"**1980 Act**"	means the Highways Act 1980 (as amended)
"**1990 Act**"	means the Town and Country Planning Act 1990 (as amended)
"**Above Ground Works**"	means works carried out or to be carried out in constructing the main building (being the building containing the Medical/R&D Facility Floorspace and the levels 11-18 floorspace or any part thereof) of the Development above ground floor slab level

"**Affordable Workspace**"	means a total of 3,067 sq. m (GIA) of the Development provided by the Developer in accordance with the obligations in Schedule 3 as affordable workspace (the details of which are to be approved by the Council pursuant to the Affordable Workspace Strategy) and which consists of:- (a) 842 sq. m (GIA) which is located on Basement Level 1 and Basement Mezzanine ("**General Affordable Workspace**"); (b) 1,190 sq. m (GIA) located on Basement Level 1 and Basement Mezzanine proposed to be let to Southwark Studios or another Affordable Workspace Provider ("**Discount Affordable Workspace**"); and (c) 1,035 sq. m (GIA) located on the Ground Floor Mezzanine ("**D1/B1(b) Affordable Workspace**") and each of the above shall comprise a "**Part**" of the Affordable Workspace for the purposes of Schedule 3 unless the context provides otherwise
"**Affordable Workspace Lease**"	means one or more lease(s) for each Part of the Affordable Workspace to be entered into by the Owner and the Affordable Workspace Provider and which is substantially in accordance with the AWS Heads of Terms (as applicable to such Part) or such other terms as may be agreed by the Council
"**Affordable Workspace Provider**"	means either (a) a workspace provider included on the Council's published Workspace Provider List; (b) a charity or community benefit society with experience of providing affordable workspace; (c) the Hospital; (d) Southwark Studios; or (e) such other organisation as may be approved by the Council
"**Affordable Workspace Specification**"	means a detailed design specification for each Part of the Affordable Workspace to be submitted by the Owner to the Council for approval and which shall include but not be limited to detailed scaled plans and drawings, samples of material to be used and which meets the minimum requirements set out in Appendix 7 to this Deed
"**Affordable Workspace Strategy**"	means a strategy for each Part of the Affordable Workspace to be submitted by the Owner to the Council for approval and which includes but shall not be limited to:- (a) governance arrangements and objectives; (b) eligibility criteria (in accordance with the definition of End User); (c) the arrangements to ensure the space is provided as affordable workspace; (d) hours of operation/access;

(e) occupation types including but not limited to membership, number of fixed desks and spatial layout;

(f) licence terms including the fees payable by End Users and the proposed length of tenure;

(g) communal/events spaces;

(h) business support to be offered (such as training, mentoring, access to finance, connecting businesses and organisations using the Affordable Workspace with local corporations and facilitation of networking);

(i) community use and specific examples of activities to be provided to support the local community such as volunteering projects or pro bono services; and

(j) marketing strategy

"**Affiliate**" means in relation to any company:

(a) a company which is either a holding company or a subsidiary of such company; or

(b) a company which is a subsidiary of a holding company of which such company is also a subsidiary

and "**holding company**" and "subsidiary" shall have the respective meanings given to them in section 1159 of the Companies Act 2006

"**Agreed Carbon Targets**" means the target net CO2 emissions (equivalent to a 57% reduction over a Building Regulations 2013 Part L2A baseline compliant development as set out within the Energy Assessment) or in the event that no part of the Medical/R&D Facility Floorspace is used or to be used as a Medical Facility the target net CO2 emissions (equivalent to a 55% reduction over a Building Regulations 2013 Part L2A baseline compliant development as set out within the Energy Assessment)

"**Appointed Architects**" means the firm of architects employed by the Developer to prepare the design of the Development as submitted as part of the Planning Application or such alternative firm as otherwise agreed by the Council

"**Archaeology Contribution**" means the sum of £11,171 (eleven thousand one hundred and seventy one pounds) sterling Index Linked to be paid by the Owner to the Council and applied by the Council towards archaeological research, investigation and protection within the vicinity of the Site in accordance with paragraph 1.1 of Schedule 6 of this Deed

"**AWS Heads of Terms**" means the heads of terms set out at Appendix 6 to this Deed as applicable to each Part of the Affordable Workspace or such other terms in relation to each Part of the Affordable Workspace as may be agreed by the Council

"**Basement Level 1**" means that part of the Development identified for illustrative purposes as "B1 AFFORDABLE WORKSPACE" and shaded blue

	on plan number SK-102 rev 00 which is attached at Appendix 8 to this Deed
"**Basement Mezzanine**"	means that part of the Development identified for illustrative purposes as "B1 AFFORDABLE WORKSPACE" and shaded blue on plan number SK-103 rev 00 which is attached at Appendix 8 to this Deed
"Borough"	means the London Borough of Southwark
"**Building Regulations**"	means the Building Regulations 2010 (as amended by the Building (Amendment) Regulations 2013) and any variation and replacement thereof
"**Bus Improvements Contribution**"	means the sum of £270,000 (two hundred and seventy thousand pounds) sterling Index Linked to be paid by the Owner direct to TfL on behalf of the GLA for the provision of new and/or enhanced bus service improvements in the vicinity of the Site and/or new or improved bus stops and routes between these new or improved bus stops and the Development in accordance with paragraph 3.1 of Schedule 6 to this Deed
"**Carbon Green Fund Contribution**"	means the sum of £371,070 (three hundred and seventy one thousand and seventy pounds) sterling Index Linked or in the event that none of the Medical/R&D Facility Floorspace is used or to be used as a Medical Facility the sum of £360,810 (three hundred and sixty thousand eight hundred and ten pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.1 of Schedule 6 to this Deed and applied by the Council towards carbon mitigation measures within the Borough including but not limited to the installation of photovoltaic panels to existing buildings, insulation, tree planting, LED light bulb exchanges, homeowner grants to replace boilers and community projects
"**Commence**"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in section 56(4) of the 1990 Act in respect of the Development and "**Commenced**" and "**Commencement**" shall be construed accordingly
"**Commercial Floorspace**"	means eight thousand three hundred and ninety-seven (8,397) square metres (GIA) of commercial floorspace to be provided within the Development comprising of Use Classes B1, A1, A2, A3, A4, D1, D2 and sui generis
"**Community Space**"	means the 180 square metres (GIA) of multi-functional community space located on the first floor of the warehouse within the Development as shown for illustrative purposes shaded pale purple, with illustrative access routes identified in red dotted arrows, on plan number SK-105 rev 00 which is attached at Appendix 3 to this Deed to be provided for the duration of the Development
"**Community Space Minimum Requirements**"	means the minimum requirements for the Community Space attached at Appendix 9 to this Deed

"**Community Space Operator**"	means a charity, not for profit organisation or such other body approved by the Council to operate and manage the Community Space
"**Community Space Specification**"	means a detailed design specification of the Community Space to be submitted by the Owner to the Council for approval and which shall include but not be limited to detailed scaled plans, layout, design and drawings, samples of materials to be used and which is unless otherwise agreed by the Council to be substantially in accordance with the Community Space Minimum Requirements
"**Community Space Strategy**"	means a community space strategy to be prepared by the Owner or Community Space Operator and submitted to the Council for approval and which shall include but not be limited to:- (a) the terms upon which the Community Space shall be/has been leased to a Community Space Operator; (b) the arrangements to provide the Community Space as a multi-functional community space; (c) details of the operating arrangements and timetabling of sessions for the Community Space and details of any charges proposed to be levied by the Community Space Operator, it being agreed that the intention is for access to the community to be free of charge, but reasonable charges may be levied by the Community Space Operator to cover its running and management costs; and (d) the arrangements to promote the availability of the Community Space to Local Community Groups and the community and as may be varied from time to time with the approval of the Council
"**Complete**"	means:- (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Appointed Architects or other project consultant designated by the Owner for that purpose; and (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Appointed Architects or other project consultant designated by the Owner for that purpose and "**Completed**" **"Completion"** and "**Completion Date**" shall be construed accordingly

"**Connection Notice**"	means a written notice served on the Owner by the Council pursuant to paragraph 2.5 of Schedule 5 seeking connection of the Development to the District Heating Network
"**Construction Industry Apprenticeships**"	means apprenticeships operating under a statutory apprenticeship agreement (or such other programme as may be approved by the Council) to be provided in construction related trades and occupations on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services, during the period of construction of the Development
"**Construction Industry Employment Contact**"	means a named individual who is either an employee provided by the Owner or a contractor appointed by the Owner and who shall be based with the team contracted to construct the Development during the construction phase and whose role shall be to provide such training and support as is necessary to enable Unemployed Borough Residents to access Sustained Construction Industry Employment in accordance with the Employment and Skills Methodology
"**Construction Industry Employment Contact Period**"	means the period of time from Implementation until Completion of the Development
"**Construction Industry Employment and Training Contribution**"	means the sum as calculated by the Council in accordance with the formula in paragraph 1.6 of Schedule 7 to this Deed which may be payable by the Owner to the Council in accordance with paragraph 1.7 of Schedule 7 to this Deed and, if paid, is to be expended by the Council upon supporting Unemployed Borough Residents, including but not limited to, the provision of appropriate training, in order for Unemployed Borough Residents to access Sustained Construction Industry Employment
"**Construction Industry Employment and Training Report**"	means a quarterly report to the Council about the work of the Construction Industry Employment Contact including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of Schedule 7 to this Deed
"**Contributions**"	means the:-

(a) Archaeology Contribution;

(b) Bus Improvements Contribution;

(c) Carbon Green Fund Contribution;

(d) Cycle Hire Docking Station Contribution;

(e) Construction Industry Employment and Training Contribution;

(f) Default Employment in the End Use Contribution;

(g) Healthy Streets Scheme Contribution;

(h) Legible London Contribution;

	(i) Resurfacing Works Contribution; (j) Footway Reconstruction Contribution; (k) Raised Tables Contribution; and (l) Tree Contribution and any instalment thereof to be paid by the Owner pursuant to this Deed and "**Contribution**" shall mean any one of them
"**Cycle Hire Docking Station**"	means the two new cycle docking stations to be provided by TfL in the vicinity of the Site
"**Cycle Hire Docking Station Contribution**"	means the sum of £160,000 (one hundred and sixty thousand pounds) sterling Index Linked to be paid by the Owner direct to TfL on behalf of the GLA pursuant to paragraph 3.2 of Schedule 6 to this Deed as a sum towards the provision of the Cycle Hire Docking Station
"**Deed**"	means this deed of agreement
"**Default Employment in the End Use Contribution**"	means a financial contribution of £984,700 (nine hundred and eighty four thousand seven hundred pounds) sterling Index Linked which may be payable by the Owner to the Council in accordance with paragraph 3.4 of Schedule 7 to this Deed and if paid applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment
"**Defects Liability Period**"	means such period of time following Completion of a building in which a contractor may remedy defects as may be included in the building contract for the relevant building
"**Defects Period**"	means 12 (twelve) months from the date of grant of the Provisional Certificate
"**Delivery and Service Baseline Figure**"	means not more than an average of 54 Delivery and Service Motorised Vehicles per day
"**Delivery and Service Cash Deposit**"	means the sum of £33,359 (thirty three thousand three hundred and fifty nine pounds) sterling Index Linked to be paid by the Owner to the Council to secure compliance with the Delivery and Service Plan and if retained by the Council pursuant to paragraph 3.4 of Schedule 8 to this Deed to be applied by the Council towards public realm improvements, highway infrastructure and/or measures to reduce air pollution within the vicinity of the Development
"**Delivery and Service Plan**"	means the delivery and management plan submitted as part of the Planning Application prepared by Caneparo Associates and dated 18 December 2019
"**Delivery and Service Monitoring Plan**"	means a delivery and service monitoring plan to be submitted by the Owner in accordance with Schedule 8 to this Deed and which sets out a method for monitoring and recording the number of Delivery and Service Motorised Vehicles visiting the Development during the Delivery and Service Monitoring Period and which includes but shall not be limited to:-

(a) the name, address, email address and telephone number of the person the Owner and/or the Developer has appointed to monitor the number of Delivery and Service Motorised Vehicles;

(b) the format and layout of the logbook to be used to record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis; and

(c) the methodology to be used to track, monitor and record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis

"**Delivery and Service Monitoring Fee**"	means the sum of £1,600 (one thousand six hundred pounds) sterling Index Linked to be paid in accordance with paragraph 3.3 of Schedule 8 to this Deed and to be applied by the Council towards monitoring the terms of the Delivery and Service Plan and administering the Delivery and Service Cash Deposit
"**Delivery and Service Monitoring Period**"	means a period of two years commencing on 75% Occupation of the Commercial Floorspace comprised within the Development
"**Delivery and Service Motorised Vehicles**"	means a motorised vehicle making a delivery to or servicing the Development or any part of the Development from either within the Development boundary or otherwise including private deliveries to individual commercial units
"**Demolition Works**"	means the taking down of the structure of the existing buildings at the Site or any part thereof including without limitation site clearance, the erection of fencing and/or hoarding, the creation of a site compound or other means of enclosure for the purposes of site security operations in connection with site investigation (including site surveys and ground investigations), creation of temporary accesses, archaeological investigations and works including the preservation and removal of archaeological artefacts, decontamination works, removal of hazardous substances, site preparation including earth moving and laying of sewers and services and "**Demolition**" and "**Demolish**" shall be construed accordingly
"**Development**"	means the redevelopment of the Site to include the demolition of the existing buildings, retention, refurbishment and use of the warehouse as a retail and community space and the erection of a ground, mezzanine and 18 storey building (with plant at roof) and 3 basement levels, comprising new office space, a medical or research and development space, flexible retail at ground floor and affordable workspace, alongside cycle parking, servicing, refuse and plant areas, soft and hard landscaping, highway improvements and all other associated works and any variation thereof
"**District Heating Network**"	means a strategic district central heating and power plant network capable of serving the Development
"**District Heating Network Energy Strategy**"	means a document to be prepared by the Owner and submitted to the Council for approval setting out the measures to be incorporated into the design and delivery of the Development to enable the Development to be capable of connecting to a District Heating Network and which includes but shall not be limited to the

details set out at paragraphs 2.1.1 to 2.1.6 of Schedule 5 to this Deed

"**Employment and Skills Methodology**" means a methodology to secure the appointment of a Construction Industry Employment Contact and which specifies the responsibilities of the post as outlined in paragraphs 1.2.1 to 1.2.6 of Schedule 7 to this Deed and the method by which the key outputs of the post will be achieved

"**Employment and Skills Plan**" means a plan which shall operate during the Employment and Skills Plan Period to secure Sustained Employment for up to 227 Unemployed Borough Residents in the End Use of the Development and which includes the matters outlined in paragraphs 3.2.1 to 3.2.5 of Schedule 7 to this Deed

"**Employment and Skills Plan Period**" means a period of 12 months from first Occupation of the Development

"**Employment and Skills Plan Report**" means a quarterly report to the Council about the implementation of the Employment and Skills Plan including, but not limited to, information about progress towards achievement of the targets outlined in paragraphs 3.2.1 to 3.2.5 of Schedule 7 to this Deed such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time

"**Employment in the End Use Contribution**" means the sum which may be payable by the Owner to the Council as calculated in accordance with the formula in paragraph 3.7 of Schedule 7 to this Deed and which, if paid, is to be applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment

"**End Use of the Development**" means the use or uses of the Development as authorised by the Planning Permission following first Occupation

"**End User**" means start-ups, independent businesses operating from no more than 3 sites and small businesses with 50 employees or less and which are from a specific sector with a social, cultural or economic development purpose including:

(a) charities, voluntary and community organisations or social enterprises;

(b) public health services;

(c) creative and artists workspace;

(d) rehearsal and performance space and makerspace;

(e) occupiers from disadvantaged groups starting up in any sector;

(f) occupiers in support of educational outcomes through connections to schools, colleges or higher education;

(g) small businesses located in the Borough;

(h) medium businesses located in the Borough approved by the Council; and

(i) such other businesses, organisations and persons identified by the Affordable Workspace Provider approved by the Council

"Energy Assessment" means the energy and sustainability assessment prepared by SWECO dated October 2021 and submitted as part of the Planning Application

"Energy Monitoring Portal" means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk or any other such method of submission that may replace this

"**ESCO**" means an energy service company being a supplier of heating and other ancillary services from the District Heating Network

"**Estate (Environmental) Management plan**" means an estate (environmental) management plan to be submitted by the Owner to the Council for approval and which includes but shall not be limited to measures to promote a low carbon circular economy amongst occupants of the Development, maximising the use of sustainable and smart technologies, the arrangements to maintain the Public Realm, green spaces, green and brown roofs, green walls, nest boxes, planters and habitat created on Site and for their promotion and stewardship and the arrangements to maintain sustainable drainage systems

"**Feasibility Study**" means a study to assess the feasibility and financial viability of the Development connecting to the District Heating Network which shall include details and an assessment of the following matters, namely:-

(a) the capability of the District Heating Network to supply sufficient heating and power to the Development;

(b) the proposed costs, terms and conditions of the connection and supply agreement being offered by the ESCO and whether they are fair and reasonable by reference to the District Heating Network plant costs and those that can be obtained on the market;

(c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Site and that such costs will not be recoverable in whole or in part from occupiers or tenants of the units within the Development through the connection agreement, any supply agreement or by any other means;

(d) the costs of heating and power to be charged to occupiers or tenants of the units within the Development and whether they are fair and reasonable by reference to the rates that are charged in the market; and

(e) any requirement for consultation with the occupiers or tenants of the units within the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with occupiers or tenants

"**Final Certificate**"	means a certificate issued on behalf of the Council certifying that following an inspection the Public Realm Works or parts thereof has/have been completed to the reasonable satisfaction of the Council and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until satisfied with the entirety of the Public Realm Works
"**Footway Reconstruction Contribution**"	means the sum of £8,000 (eight thousand pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.3 of Schedule 6 to this Deed and to be applied by the Council towards the reconstruction of footways on Melior Place
"**GIA**"	means gross internal area
"**Ground Floor Mezzanine**"	means that part of the Development identified for illustrative purposes as "D1/B1(b) AFFORDABLE WORKSPACE" and shaded red on plan number SK-104 rev 00 which is attached at Appendix 8 to this Deed
"**Healthy Streets Scheme Contribution**"	means a contribution of up to £300,000 (three hundred thousand pounds) sterling Index Linked payable by the Owner direct to TfL on behalf of the GLA for use towards the St Thomas Street Healthy Streets Scheme and/or the improvement of pedestrian and cycling infrastructure and the environment and public realm along St Thomas Street and/or Bermondsey Street forming part of the TLRN
"**Higher Education Institution**"	means an educational institution that provides a designated course approved by the Department for Education for higher education study and which allows the student to apply for government financed student loans
"**Highway Works Bond**"	means the deposit, bond, guarantee, surety or similar security relating to the Highway Works in a sum equivalent to the estimated costs of the Highway Works plus 50%
"**Highway Works**"	means in respect of the Council's highway network shown hatched on the Highway Works Plan the following works including but not limited to:-

(a) repaving of the footway with York stone or such other material as may be agreed by the Council including new kerbing fronting Fenning Street, Melior Street and Snowfields and within the vicinity of the Development;

(b) carriageway resurfacing works;

(c) the provision of raised tables;

(d) construction of a new vehicle crossover on Snowfields;

(e) reconstruction of any redundant vehicle crossovers as footway along Fenning Street, Melior Street and Snowfields;

(f) installation of any new signage/posts related to the proposed vehicle entrance and exit located in Snowfields

due to the one-way system along the road, including road markings that are required as part of the works;

(g) changing all utility covers on footway areas to recessed covers;

(h) upgrading of street lighting to Council standards including on private roads;

(i) any temporary works required for construction;

(j) rectification of any damaged parts of the adjoining roads and associated footways, kerbs, inspection covers and street furniture required as a result of construction of the Development;

(k) tree planting and installation of tree pits

and in respect of the TLRN shown hatched on the Highway Works Plan the following works to be determined by TfL and which may include but are not limited to:-

(l) repaving of the footway with York stone or such other material as may be agreed by TfL including new kerbing fronting St Thomas Street and within the vicinity of the Development;

(m) carriageway resurfacing works;

(n) the provision of raised tables;

(o) reconstruction of any redundant vehicle crossovers as footway along St Thomas Street;

(p) changing all utility covers on footway areas to recessed covers;

(q) upgrading of street lighting to TfL standards;

(r) rectification of any damaged footways, kerbs, inspection covers and street furniture required as a result of construction of the Development;

(s) tree planting and installation of tree pits

and which are for indication purposes only shown on the Highway Works Plan along with such other ancillary works within the relevant hatched areas to accommodate the Development as the Council and/or TfL may reasonably require (including necessary alterations to drainage, lighting, signage, traffic management orders, street furniture, street trees, soft and hard landscaping and other highway infrastructure and the dedication of land as highway as shown in the cross hatched areas on the Highway Works Plan or as otherwise may be agreed) all of which shall be in accordance with the SSDM Requirements and/or TfL Streetscape Guidance (as applicable)

"**Highway Works Plan**"	means the plan with reference SK015 Rev D at Appendix 5 to this Deed showing for indication purposes the Highway Works
"**Highway Works Specification**"	means one or more specification(s) setting out detail in respect of the Highway Works and submitted by the Owner to the Council and/or TfL (as applicable) pursuant to paragraph 1.1 of Schedule 8 to this Deed
"**Highways Agreement**"	means one or more agreements between the Owner and the Council and/or TfL (as the case may be) pursuant to sections 38/278 of the Highways Act 1980 for securing and authorising execution of the Highway Works at the Owner's expense and (unless otherwise agreed between the Owner and the Council) the Highways Agreement(s) will include (without limitation) provisions for:- (a) the Highway Works to be secured to the sum of the Highway Works Bond; (b) the security relating to the amount of the Highway Works to be delivered prior to the commencement of the Highway Works; and (c) the Owner to carry out the Highway Works in accordance with the approved Highway Works Specification at its own cost and at no cost to the Council or TfL
"**Hospital**"	means Guy's and St Thomas' NHS Foundation Trust (whose registered office is at Trust Offices, St Thomas' Hospital, Westminster Bridge Road, London, SE1 7EH) or such other NHS institution on behalf of or nominated by Guy's and St Thomas' NHS Foundation Trust comprising either (a) the NHS South East London Integrated Care Board (whose registered office is 160 Tooley Street London, SE1 2TZ); (b) Kings College Hospital NHS Foundation Trust (whose registered office is at King's College Hospital, Denmark Hill, London, SE5 9RS); (c) South London and Maudsley NHS Foundation Trust (whose registered office is Maudsley Hospital, Denmark Hill, London, SE5 8AZ); (d) King's Health Partners Limited (company number 07336065 whose registered office is at Ground Floor Counting House, Guy's Hospital, Great Maze Road, London SE1 9RT); or (e) a special purpose entity/vehicle guaranteed by either Guy's and St Thomas' NHS Foundation Trust or the other NHS institutions listed at (a) to (d) of this definition above
"**Implement**"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in section 56(4) of the 1990 Act in respect of the Development but excluding for the purposes of this Deed only Demolition Works or any part of them and items of work of or connected with or ancillary to piling or the installation of foundations, archaeological investigation, exploratory boreholes and trial pits, survey of existing structures, site clearance and excavation (including associated temporary works) and/or site preparation, site reclamation and site remediation works, preliminary landscaping, diversion, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities, the erection of fences, hoardings and scaffolding and construction of temporary access and service

	roads and the words "**Implemented**" and "**Implementation**" shall be construed accordingly
"**Independent Valuer**"	means an independent RICS qualified valuer approved by the Council;
"**Index**"	means the BCIS All-In Tender Price Index published by the Royal Institute of Chartered Surveyors in respect of the Bus Improvements Contribution, the Cycle Hire Docking Station Contribution, Healthy Streets Scheme Contribution, the Resurfacing Works Contribution, the Footway Reconstruction Contribution and the Raised Tables Contribution; and the Consumer Price Index issued by the Office for National Statistics or any replacement index in respect of the Rent and Service Charge(s) for the Affordable Workspace; and the RPI all items excluding mortgage interest in respect of all other Contributions payable by the Owner and/or the Developer to the Council and/or the GLA pursuant to this Deed or such alternative indexes as may be agreed between the relevant parties from time to time
"**Index Linked**"	means the increasing of a sum or payment (including the Rent and Service Charge(s) for the Affordable Workspace) by reference to the Index (the comparison being between the Index published in the month preceding that in which this Deed is completed and the Index published in the month preceding the applicable later date)
"**Interest**"	means the rate of interest being 4% above the base lending rate of the National Westminster Bank plc from time to time, such interest to be apportioned on a daily basis
"**Internal East/ West Route**"	means the internal part of the East/West route shown for illustrative purposes shaded dark green within the footprint of the building on the public realm extent plan with reference SK-106 Rev 02 at Appendix 4 to this Deed labelled as the "Internal East / West Route"
"**Legible London Contribution**"	means the sum of £16,000 (sixteen thousand pounds) sterling Index Linked to be paid by the Owner direct to TfL on behalf of the GLA in accordance with paragraph 3.3 of Schedule 6 to this Deed and to be applied by TfL towards the provision, installation and maintenance of Legible London wayfinding signage at or within the vicinity of the Development
"**Local Community Groups**"	means any group or organisation based within the Borough including but not limited to residents associations, schools, special interest groups, children and youth groups, faith groups and other groups open to local people around a theme/interest area that are active in the Borough
"**Local Market Rent**"	means the estimated amount for which the General Affordable Workspace, the Discount Affordable Workspace and/or the D1/B1(b) Affordable Workspace or any sub division thereof could be leased at the relevant Local Market Rent Valuation Date based on appropriate detailed comparable local market evidence and assuming a willing landlord and a willing lessee on appropriate lease terms after proper marketing wherein those parties have acted knowledgably, prudently and without compulsion to be assessed in accordance with the property's size, location and individual characteristics and subject to any variations required by Schedule 3 of this Deed, the RICS approved valuation methods or

	intended or established valuation custom and practice as determined in accordance with paragraph 6 of Schedule 3 to this Deed and which, for the purposes of calculating the Local Market Rent, assumes Service Charges and other fees are calculated and paid for separately
"**Local Market Rent Valuation Date**"	means the anticipated date(s) in respect of which: (a) the General Affordable Workspace will be available for first Occupation; (b) the Discount Affordable Workspace will be available for first Occupation; or (c) the D1/B1(b) Affordable Workspace will be available for first Occupation (as relevant)
"**London Plan**"	means the London Plan published in March 2021 as may be revised from time to time
"**Medical/R&D Facility Floorspace**"	means: (a) levels 1-10 of the main building within the Development; (b) shared access areas including the lobby areas, stairs, lifts, loading bay and bicycle storage and access ramp; and (c) the associated plant areas at levels 3 and 8 of the main building within the Development, as shown indicatively on plan numbers SK-107 rev 03, SK-108 rev 03, SK-109 rev 03 (where the use is a Medical Facility) or plan numbers SK-107A rev 01, SK-108A rev 01 and SK-109A rev 01 (where the use is a Research and Development Facility) attached at Appendix 11
"**Medical Facility**"	means use of up to 13,669 square metres (GIA) excluding plant within the Medical/R&D Facility Floorspace as a medical facility within Use Class D1 (non-residential institutions)
"**Medical Facility AfL**"	means an agreement for the grant of a lease between the Owner and the Hospital in respect of the Medical Facility for a lease term of not less than 40 years and on such terms which include the Medical Facility Heads of Terms or such other terms as may be agreed by the Council
"**Medical Facility Heads of Terms**"	means the heads of terms for the Medical Facility AfL contained in Appendix 2 to this Deed
"**Monitoring Fee**"	means the sum of £26,832 (twenty six thousand eight hundred and thirty two pounds) sterling Index Linked to be paid by the Developer (or the Owner) to the Council for the reasonable costs incurred by the Council in administering this Deed including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms
"**Occupation**"	means the first occupation of any part of the Development for the purposes set out in the Planning Permission excluding occupation by personnel engaged in demolition, construction, fitting out; decoration or occupation for marketing or display; or occupation in

	relation to security operations and the terms "**Occupy**" and "**Occupied**" shall be construed accordingly
"**Office Floorspace**"	means eight thousand two hundred and seven (8,207) square metres (GIA) of office floorspace (Use Class B1(a)) on levels 11 to 18 of the main building within the Development
"**Offer Period**"	has the meaning given in paragraph 2.2 of Schedule 2 to this Deed
"**Owner**"	means Network Rail and the Developer jointly and severally and includes their successors in title and assigns from time to time
"**Parties**"	means the GLA, the Council, Network Rail, the Developer and the Mortgagee and "**Party**" shall be construed accordingly
"**Planning Application**"	means the planning application (reference number 18/AP/4171) received by the Council on 24 December 2018 and as revised for determination by the GLA and any variation thereof
"**Planning Permission**"	means the planning permission to be granted pursuant to the Planning Application and any variation thereof as may be amended from time to time pursuant to an application made under section 73, 73B or section 96A of the 1990 Act
"**Provisional Certificate**"	means a provisional certificate issued on behalf of the Council certifying provisionally and pending the issue of the Final Certificate that following inspection the Public Realm Works have been completed to the reasonable satisfaction of the Council and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until reasonably satisfied with the entirety of the Public Realm Works
"**Public Realm**"	means all of the areas shown hatched red and identified in the key as being public realm on the Public Realm Plan excluding any areas of public highway
"**Public Realm Illustrative Plan**"	means the plan with reference 8350-PL-GA-101-P Rev 02 appended at Appendix 4 to this Deed showing for illustrative purposes the Public Realm Works and the Highway Works together
"**Public Realm Plan**"	means the plan with reference SK-106 Rev 08 appended at Appendix 4 to this Deed showing for indication purposes the Public Realm
"**Public Realm Plans**"	means the Public Realm Plan and the Public Realm Illustrative Plan
"**Public Realm Specification**"	means a detailed design specification of the Public Realm Works (including the Internal East/West Route) to be submitted by the Owner to the Council for approval pursuant to condition 26 of the Planning Permission
"**Public Realm Works**"	means work within the Public Realm consisting of:-
	(a) the provision of (in combination with the roof terraces) an urban greening factor of not less than 0.309703833;
	(b) a new urban garden at the east of the Site;

(c) a public plaza;

(d) an east-west pedestrian route through the Site specifically designed to encourage pedestrian use with level access, automatic doors, signage indicating a route through the Site and an innovative design to encourage use;

(e) a tree lined footway adjacent to St Thomas Street;

(f) an extended public space outside the Horseshoe Inn;

(g) tree planting and planters;

(h) if required by the Council bollards or such other design solutions to prevent vehicle access except emergency vehicles;

(i) the provision of cycle-parking, street furniture, seating, bins and wayfinding;

(j) a design and design features which are welcoming and create a sense of place including public art including but not limited to sculptural lighting columns and illuminated bollards;

(k) the use of high-quality granite and York stone paving and feathered steps and discreet ramps to address the gradient across the Site and to provide a high level of accessibility;

(l) the provision of street lighting to at least the same standard set out within the SSDM Requirements and/or TfL Streetscape Guidance (as appropriate); and

(m) the stopping-up of existing highway rights and/or removal of vehicular access rights within the Site as necessary to facilitate the Development including the Public Realm Works as indicatively shaded blue on the Highway Works Plan, it being acknowledged that the scope of the Public Realm Works and Highway Works may change in agreement with the Council if any such rights cannot be extinguished

and which is shown for indication purposes only on the Public Realm Plans

"**Raised Tables Contribution**"	means the sum £40,000 (forty thousand pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.2 of Schedule 6 to this Deed and applied by the Council towards the provision of raised tables at Snowsfields and the junction of Fenning Street and Melior Street
"**Reportable Unit**"	means a Reportable Unit (Energy Centre) or Reportable Unit (Non-Residential)
"**Reportable Unit (Energy Centre)**"	means a connection to a third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) and/or a self-contained

	energy system serving multiple residential properties (within a block or building)
"**Reportable Unit (Non-Residential)**"	means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants
"**Research and Development Facility**"	means up to 13,999 square metres (GIA) excluding plant within the Medical/R&D Facility Floorspace for use by a SC1 Life Science & Innovation District Operator within Use Class D1 and/or B1(b) (now Use Class E(g)(ii))
"**Resurfacing Works Contribution**"	means £4,000 (four thousand pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.4 of Schedule 6 to this Deed and applied by the Council towards resurfacing works on Melior Street east of Fenning Street
"**SC1 Life Science & Innovation District Operator**"	means either: (a) the Hospital or another NHS medical operator, (b) a Higher Education Institution specialising in life science, (c) an operator within the life science categories listed at Appendix 10 to this Deed; or (d) any other organisation as may be approved by the Council
"**Service Charges**"	means all amounts payable by a lessee or tenant as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance (unless otherwise stated) and/or landlord's costs of management in relation to that unit excluding amounts payable by a lessee or tenant in respect of statutory utilities including communal heating and power which directly relate to the relevant lessee or tenant
"**Shell and Core Standard**"	means securable accommodation constructed using a steel or concrete frame that is compliant with Building Regulations and other necessary regulations, being Wind and Watertight with permeant fenestration and glazing installed and including upper floor and ground bearing slabs, blockwork, party walls, roof construction and waterproofing, utility supplies, drainage and sanitary connections, conduits for internet and telecommunications, accesses, staircases and lift shafts and lifts, but not including wall, floor or ceiling finishes or services installations, fixtures or fittings or sanitary fittings
"**Site**"	means the land shown edged red on the plan at Appendix 1 to this Deed, registered at HM Land Registry under title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159 and known as land bounded by St Thomas Street, Fenning Street, Vinegar Yard and Snowfields including Nos. 1-7 Fenning Street and No. 9 Fenning Street SE1 3QR
"**Short Courses**"	means any construction industry approved or accredited training course(s) designed to assist an individual to secure employment or enhance their career prospects once in employment
"**Southwark Education Business Alliance**"	means the Council operated schools' careers service by that name or such other successor services as may be nominated by the Council from time to time
"Southwark Studios"	means Southwark Studios Limited (registration number 31413R) of Cheribourne House, 5A Station Road, Willington, Bedford, MK22

	3QL which is a not for profit community benefit society specialising in the creation and operation of workspaces for local artists
"**Southwark Works**"	means the employment support service by that name which is commissioned by the Council or such other successor services as may be nominated by the Council from time to time
"**SSDM requirements**"	means the Southwark Streetscape Design Manual dated May 2020 or as may be updated or replaced from time to time
"**St Thomas Street Healthy Streets Scheme**"	means TfL's proposed scheme to allow two-way cycling along the full length of St Thomas Street and associated pedestrian and cycle improvements and changes to traffic management arrangements to support the mode share targets in London Plan policy T1 and in line with the 10 Healthy Street indicators in London Plan policy T2
"**Statutory Undertaker(s)**"	means a statutory undertaker as defined by section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) Order 2015
"**Sustained Construction Industry Employment**"	means Sustained Employment related to the Development and/or other development in the Borough including but not limited to employment in building and construction on the Site and in the services used in the creation of and supply to the Development including building architectural and surveying services
"**Sustained Employment**"	means a period of continuous employment of not less than 26 weeks
"**Sustainable Employment Opportunity**"	means a contract of employment of not less than 26 weeks
"**Tenant**"	means any other person with an interest in the Site except for Network Rail or the Developer
"**TfL**"	means Transport for London of 5 Endeavour Square, Westfield Avenue, London E20 1JN (or such other office as may be the headquarters of the TfL Legal) or any statutory successor
"**TfL Contributions**"	means the Bus Improvements Contribution, the Cycle Hire Docking Station Contribution, the Legible London Contribution, the Healthy Streets Scheme Contribution and if applicable the Tree Contribution to be made directly to TfL on behalf of the GLA
"**TfL Streetscape Guidance**"	means the Streetscape Guidance published by Transport for London, Fourth Edition 2019 Revision or as may be updated or replaced from time to time
"**TLRN**"	means the Transport for London Road Network comprising highways for which TfL is the responsible highway network authority
"**Topping Out**"	means the installation of the final piece of the structure of the main building of the Development (being the building containing the Medical/R&D Facility Floorspace)
"**Travel Plan**"	means the travel plan or travel plans for the End Use of the Development which shall be submitted to the Council for approval in accordance with paragraph 2.1 of Schedule 8 to this Deed and which includes but shall not be limited to measures to discourage

	the use of vehicles, the provision of high quality shower/changing facilities accessible to all occupants of the Development and cycle parking including disabled/cargo bicycle spaces and any variation thereto as may be agreed by the Council from time to time
"**Tree Contribution**"	means a contribution of £8,000 (eight thousand pounds) sterling Index Linked per tree payable by the Owner to the Council in accordance with paragraph 5 of Schedule 6 to this Deed
"**Unemployed Borough Residents**"	means persons residing within the Borough who are neither in employment nor contracted as self-employed workers and have not been so for a period of not less than seven days
"**Use Class**"	means a use falling within the Town and Country Planning (Use Classes) Order 1987 as that order existed on 31 August 2020
"**Wind and Watertight**"	means that a building has reached a stage of construction whereby it has been erected on its foundations, the superstructure has been completed and the external windows doors have been fitted and the roofing and external wall membranes have been applied
"**Working Days**"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and "**Working Day**" shall be construed accordingly
"**Workspace Provider List**"	means the list of Affordable Workspace providers published by the Council dated Spring 2022-23 and updated from time to time

1.2 In this Deed:-

1.2.1 references to Clauses, Schedules, Appendices, paragraphs, plans and drawings are unless otherwise stated references to Clauses, Schedules, Appendices, paragraphs, plans and drawings to this Deed and headings to Clauses of this Deed do not affect the interpretation or construction of this Deed;

1.2.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;

1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

1.2.4 references to the Owner or the Developer or the Mortgagee shall include the successors in title of that Party and reference to the GLA the Council and TfL shall include any successors to its statutory functions PROVIDED THAT clause 9.5 is personal to Network Rail and Network Rail Affiliates and the benefit of it should not otherwise pass to Network Rail's successors in title;

1.2.5 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;

1.2.6 any covenant not to Implement the Development or Occupy the Development includes an obligation not to Implement any part of the Development or Occupy any part of the Development;

1.2.7 the planning obligations herein shall, subject to Clause 9, be enforceable by the GLA and the Council against the Owner and the Developer (as specified herein) and their respective

successors and assigns as if those persons had been the original covenanting Party in the respect of that interest for the time being held by them;

1.2.8 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several;

1.2.9 any reference in this Deed to any statute, bye-law, regulation, order and delegated legislation includes any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or modifying from time to time and for the time being in force save that references to Use Classes shall be construed as references to Use Classes set out within the Town and Country Planning (Use Classes) Order 1987 (as amended) as at 31 August 2020 and such construction shall not be affected by changes to the Town and Country Planning (Use Classes) Order 1987 or any replacement thereof after that date;

1.2.10 any reference to an approval or similar by the Council in this Deed is to an approval by the Council's Director of Planning and Growth unless otherwise stated;

1.2.11 any plan or strategy required to be submitted pursuant to this Deed may be updated from time to time with the approval of the Council and any such amended plan or strategy shall be enforceable by the GLA and the Council as if it were the original plan or strategy

1.2.12 where any timeframes or milestones for compliance are specified within this Deed (including for the avoidance of doubt the Schedules to this Deed) the Council may in its absolute discretion agree with the Developer a varied timeframe or milestone for compliance and any such varied timescale or milestone shall be capable of being enforced by the Council and the GLA as if it were the original timeframe or milestone for compliance specified within this Deed and the relevant Clause or paragraph shall be construed accordingly.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

2.1 This Deed is made pursuant to:-

2.1.1 section 2E and section 106 of the 1990 Act;

2.1.2 section 111 of the Local Government Act 1972;

2.1.3 section 1 of the Localism Act 2011;

2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and

2.1.5 all other enabling powers

with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the GLA and the Council each as local planning authority.

2.2 The covenants, restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act.

2.3 The planning obligations within this Deed are 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.

2.4 In the event that any new planning permission(s) are granted by the Council and/or the GLA pursuant to section 73 or 73B of the 1990 Act and unless otherwise agreed between the Parties:-

2.4.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to section 73 or 73B of the 1990 Act and the Site itself;

2.4.2 the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under section 73 or 73B of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

2.4.3 this Deed shall be endorsed with the following words in respect of any future section 73 or 73B application:-

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

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

2.5 The Owner shall meet the GLA's and the Council's reasonable and proper legal fees in respect of any such endorsement referred to at Clause 2.4.3 above.

3. CONDITIONALITY

3.1 Subject to Clause 3.2 this Deed shall only come into effect and is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 Implementation of the Development.

3.2 Clauses 1-3 and 4.3 to 24 shall take effect on the date of this Deed to the extent that any of the obligations require compliance before Implementation.

4. THE OWNER'S AND THE DEVELOPER'S OBLIGATIONS

4.1 The Owner covenants with the GLA and the Council to perform and observe its obligations set out in Schedule 2 to Schedule 9 of this Deed.

4.2 The Developer covenants with the GLA and the Council to perform and observe its obligations set out in this Deed.

4.3 The Developer covenants to pay on or before completion of this Deed the GLA's and the Council's reasonable legal costs properly incurred in connection with the negotiation, preparation and execution of this Deed.

4.4 The Developer (or the Owner in the event that the Developer has parted with its interest in the Site at the due date) shall pay to the Council the Monitoring Fee no later than 10 Working Days prior to Implementation of the Development and separately shall not Implement the Development until the Monitoring Fee has been paid to the Council in full.

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

5.1 The GLA covenants with the Owner and the Council to comply with, perform and observe its obligations set out in this Deed.

5.2 The Council covenants with the Owner and the GLA to comply with, perform and observe its obligations set out in this Deed.

6. **CAPACITY TO ENTER INTO THIS DEED**

6.1 The Owner in respect of its registered interest in the Site as recited above hereby warrants that it has full power to enter into this Deed and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

Tenants

6.2 The Owner covenants:-

6.2.1 not to permit the Implementation of the Development by any Tenant or any other third party and not to vary any existing demise, legal or equitable interests of any Tenant such as to incorporate the whole or part of the Development to be constructed on Site pursuant to the Planning Permission, save that the Tenant(s) shall not be prevented from obtaining a new freehold or leasehold interest in the Development or any part of it to be constructed;

6.2.2 unless otherwise agreed by the Council not to Implement the Development without first having procured the surrender of or served any necessary notices to terminate any extant legal or equitable interests of any Tenant with an interest in the relevant part of the Site;

6.2.3 not to revoke or withdraw any notices served upon any Tenant pursuant to Clause 6.2.2 unless otherwise agreed by the Council having regard to the enforceability of the obligations in this Deed; and

6.2.4 in the event that having used reasonable endeavours the Owner cannot comply with Clause 6.2.2, unless otherwise agreed by the Council the Owner shall not Implement the relevant part of the Development unless it has procured that each and every Tenant with an extant demise, legal or equitable interest in the relevant part of the Site enters into an agreement (mutatis mutandis) as this Deed for the purpose of further securing that the obligations in this Deed are binding and enforceable against each and every Tenant with an extant demise, legal or equitable interest in the relevant part of the Site.

7. **INTEREST**

Where any payment due under this Deed is paid late then Interest will be payable on the sum in question from the date payment is due until the date of payment.

8. **INDEXATION**

The Contributions and the Monitoring Fee and any further carbon off-set contribution payable under paragraph 1.7 of Schedule 5 to this Deed shall be Index Linked.

9. **LIABILITY AND ENFORCEMENT**

9.1 Without prejudice to the GLA's and the Council's statutory rights of access the Owner shall permit the GLA, the Council and TfL and their authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or their contractors).

9.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or in the event of a disposal of part of the Site against that part disposed) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.3 The covenants, restrictions and requirements contained in this Deed shall not be binding upon nor enforceable against any Statutory Undertaker or similar utility provider who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or drainage in connection with the Development of the Site.

9.4 Any positive planning obligation to pay money or carry out any operations expressed in this Deed shall not be enforceable against a lessee of any individual retail or commercial unit comprised within the Development whose interest is limited to less than one floor of the building or the operators of the Affordable Workspace (except in relation to but not otherwise those obligations contained in Schedule 3 of this Deed relating to the operation, use and/or management of the Affordable Workspace) and Community Space (except in relation to but not otherwise those obligations contained in Schedule 4 of this Deed relating to the operation, use and/or management of the Community Space) provided that such person acquired a leasehold interest in the unit pursuant to an arm's length transaction and was not either directly or indirectly involved in the construction of the Development, connected either directly or indirectly to the Owner and/or the Developer and does not own any other type of interest in the Development or tenants or the mortgagees or chargees of such persons but any restrictions on Occupation expressed in negative form shall be binding against all purchasers but only in relation to those parts of the Site in which they have a legal interest.

9.5 The obligations contained in this Deed shall not be binding upon nor enforceable against Network Rail and Network Rail Affiliates (together referred to as "**Network Rail**" in this clause 9.5) except where:

9.5.1 Network Rail has Implemented the Planning Permission and is carrying out the Development (or any part thereof) itself; or

9.5.2 Network Rail has permitted the Implementation of the Planning Permission and the carrying out of the Development on land owned by Network Rail by any party other than the Developer (or the Developer's authorised contractors, sub-contractors or agents) without that party first entering into a deed with the Council and the GLA to observe and perform the obligations, covenants and restrictions contained in this Deed and its Schedules and Appendices,

and Network Rail will not be liable in respect of any breach of the obligations contained in this Deed prior to the circumstances in clause 9.5.1 and/or 9.5.2 of this clause 9.5 occurring.

10. REGISTRATION

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

10.2 Immediately after the execution of this Deed, the Developer shall make an application to the Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Number(s) referred to in recitals D to G above so as to bind the Site as provided for in the before-mentioned statutory provisions.

10.3 If the Developer fails to make application as referred to in Clause 10.2 above the GLA and/or the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the reasonable expenses incurred in doing so from the Developer and the Developer covenants with the GLA and the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

11. LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION

11.1 If the Planning Permission is quashed following a judicial review or expires before the Development has been Implemented or is revoked or otherwise withdrawn by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect and the Council shall cancel all entries made in or add a note acknowledging the Planning Permission has been quashed, expired or revoked to the Register of Local Land Charges in respect of this Deed.

11.2 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) granted (whether or not on appeal) after the completion of this Deed.

12. **APPROVALS**

12.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed.

12.2 Where in this Deed the GLA and/or the Council is required to give any approval, consent or agreement then such approval, consent or agreement by the GLA and/or the Council shall not be deemed to have been given unless given in writing.

13. **POWERS OF THE GLA AND THE COUNCIL**

Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the GLA or the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

14. **NOTICES**

14.1 Unless otherwise agreed by the Parties, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:-

14.1.1 in the case of the GLA at the address for the GLA given on page 1 of this Deed or any other address notified by the GLA in writing;

14.1.2 in the case of the Council at the address for the Council given on page 1 of this Deed or any other address notified by the Council in writing;

14.1.3 in the case of Network Rail at the address given on page 1 of this Deed or any other address notified by Network Rail in writing;

14.1.4 in the case of the Developer at the address for the Developer given on page 1 of this Deed this Deed or any other address notified by the Developer in writing; and

14.1.5 in the case of the Mortgagee at the address for the Mortgagee given on page 1 of this Deed or any other address notified by the Mortgagee in writing; and

14.1.6 in the case of TfL to the Director of Spatial Planning at the email address: spatialplanning@tfl.gov.uk

14.2 Any notice shall be deemed to have been duly received:-

14.2.1 if delivered personally, when left at the address referred to in this Clause 14;

14.2.2 if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed,

PROVIDED THAT if a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

14.3 The Owner shall provide not less than 10 (ten) Working Days advance written notice to the Council, the GLA and TfL of:-

14.3.1 the intended date of Commencement of Development;

14.3.2 the intended date of Implementation of Development;

14.3.3 the intended date of commencement of Above Ground Works;

14.3.4 the date six months prior to the anticipated date of Completion of the Development;

14.3.5 the date six months prior to anticipated first Occupation; and

14.3.6 the intended date of first Occupation of the Development.

15. **CHANGE OF OWNERSHIP**

The Owner covenants to give the GLA, the Council and TfL immediate written notice of any change in ownership of any of their legal interests in the Site occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Site purchased by reference to a plan or postal address (or registered office if a company) provided always that the Owner shall not be required to give any such notice to the GLA and/or the Council and/or TfL where the new owner is not bound by the obligations of this Deed as set out at Clause 9.3.

16. **VAT**

All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of Value Added Tax ("**VAT**") properly payable in respect thereof provided that if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

17. **WAIVER**

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

18. **SEVERABILITY**

18.1 Each Clause Sub-Clause Schedule Appendix and paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any Clause Sub-Clause Schedule Appendix or paragraph becomes or is invalid because one or more of such Clause Sub-Clause Schedule Appendix or paragraph shall be held by the Courts to be void for any reason whatsoever (but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished) then any modifications necessary to ensure such Clause Sub-Clause Schedule Appendix or paragraph be valid shall apply without prejudice to any other Clause Sub-Clause Schedule Appendix or paragraph contained therein.

18.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

19. **DEVELOPER AND MORTGAGEE LIABILITY**

19.1 The Developer acknowledges and declares that:-

19.1.1 its interest in the Site shall be bound by the obligations contained in this Deed; and

19.1.2 the interest the Developer has in the Site shall take effect subject to this Deed.

19.2 The Mortgagee acknowledges and declares that:-

19.2.1 this Deed has been entered into by the Owner with its consent;

19.2.2 its interest in the Site shall be bound by the obligations contained in this Deed; and

19.2.3 the security of the Mortgagee over its interest in the Site shall take effect subject to this Deed.

19.3 The Mortgagee and any future mortgagee or chargee with a charge over the Site (or any part thereof) shall have no liability under this Deed unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

20. DISPUTE RESOLUTION

20.1 In the event of any dispute arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute may be referred by a Party to the dispute to an independent and suitable person holding appropriate professional qualifications and with at least 10 years' experience in the relevant matters that are in dispute to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error.

20.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 20.1 or as to the appropriateness of the professional body then such question may be referred by either Party to the dispute to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties to the dispute in the absence of fraud or manifest error.

20.3 Responsibility for the costs of referring a dispute pursuant to Clause 20.1 and 20.2, including costs connected with the appointment of the expert and the expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the expert.

20.4 Any expert howsoever appointed shall be subject to the express requirement for a decision to be reached and communicated to the Parties to the dispute (with written reasons) within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of the final hearing that takes place or 20 Working Days after he has received the final file or written representation.

20.5 The expert shall be required to give notice to the Parties to the dispute requiring each of them to submit to him within 15 Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further 15 Working Days.

20.6 The provisions of this Clause 20 shall not affect the ability of the GLA or the Council to apply for and 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.

20.7 This Clause 20 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

21. TFL CONTRIBUTIONS AND THIRD PARTY RIGHTS

21.1 The GLA agrees that in the interests of administrative efficiency the TfL Contributions shall be paid directly to TfL.

21.2 In the event that any TfL Contribution is paid to the GLA the sum paid shall be promptly transferred to TfL and the Owner's liability to pay shall be considered to have been discharged on the date that the TfL Contribution is paid to the GLA.

21.3 Pursuant to section 1(1)(a) of the Contracts (Rights of Third Parties) Act 1999 the following clauses and obligations in this Deed are enforceable by TfL:

21.3.1 Clauses 9.1, 14.3 and 15;

21.3.2 paragraphs 3, 4 and 5.2 of Schedule 6;

21.3.3 paragraph 1 of Schedule 8; and

21.3.4 paragraphs 1.2, 3.1 and 4.4 of Schedule 9.

21.4 Save as referred to in Clause 21.2 above, this Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

22. **JURISDICTION**

This Deed shall be governed by and construed and interpreted in accordance with the laws of England.

23. **DELIVERY**

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

24. **GOOD FAITH**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.

25. **REASONABLENESS**

Where there is a reasonable endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide a reasonable explanation (together with such evidence as the other Party may reasonably require) of the steps that it has taken in carrying out the relevant reasonable endeavours obligation.

EXECUTED AS A DEED by the Parties on the date which first appears in this Deed.

SCHEDULE 1

DRAFT PLANNING PERMISSION

GREATER**LONDON**AUTHORITY

Good Growth

Mr Gareth Fox
Montagu Evans
70 St Mary Axe
London
EC3A 8BE

GLA Reference : GLA/2020/6665
LBS Reference : 18/AP/4171
Date : TBC

Dear Mr Fox,

Town & Country Planning Act 1990 (as amended); Planning (Listed Building and Conservation Areas) Act 1990; Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008 and Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED TBC

The Mayor of London, acting as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

"Redevelopment of the site to include the demolition of existing buildings, retention, refurbishment and use of the warehouse as a retail and community space and the erection of a ground, mezzanine and 18 storey building (with plant at roof) and 3 basement levels, comprising new office space, a medical or research and development space, flexible retail at ground floor and affordable workspace, alongside cycle parking, servicing, refuse and plant areas, soft and hard landscaping, highway improvements and all other associated works."

AT: LAND BOUNDED BY ST THOMAS STREET, FENNING STREET, VINEGAR YARD AND SNOWSFIELDS INCLUDING NOS. 1-7 FENNING STREET AND NO. 9 FENNING STREET, SE1 3QR.

Subject to the following planning conditions and informatives:

Definitions:

"**Medical/R&D Facility Floorspace**" has the meaning given in the Section 106 Agreement:

"**Medical Facility**" has the meaning given in the Section 106 Agreement;

"**Research and Development Facility**" has the meaning given in the Section 106 Agreement;

"**Section 106 Agreement**" means the deed of planning obligations that relates to this planning permission and which is dated on or about the date of this planning permission and any variation thereto provided that such variation relates to this planning permission or a variation pursuant to S96A of the Town and Country Planning Act 1990;

"**S106 Notice**" means the notice that must be served on the London Borough of Southwark pursuant to paragraph 1.1 of Schedule 2 of the Section 106 Agreement to confirm if the Medical/R&D Facility Floorspace will be constructed and used as a Medical Facility or as a Research and Development Facility.

<table>
<tr><td colspan="3">Floor areas and approved drawings</td></tr>
<tr><td>1</td><td>Quantum of Development – Medical Facility</td><td>Subject to condition 6, if the S106 Notice specifies that the Medical/R&D Facility Floorspace will be used as a Medical Facility then the total quantum of built floorspace comprised within the whole development shall be as specified in the table below:

<table>
<tr><th>Use</th><th>Class</th><th>Total Quantum / Area (GIA) (Sqm)</th></tr>
<tr><td>Option 1</td><td></td><td></td></tr>
<tr><td>Medical</td><td>D1 as per the Use Classes Order in August 2020
E(e) as per the Use Classes Order in September 2020</td><td>13,669</td></tr>
<tr><td>Office</td><td>B1(a) as per the Use Classes Order in August 2020
E(g)i as per the Use Classes Order in September 2020</td><td>10,239</td></tr>
<tr><td>Retail</td><td>A1/A2/A3/A4 as per the Use Classes Order in August 2020
E(a)(b)(c) and Sui Generis as per the Use Classes Order in September 2020</td><td>588</td></tr>
<tr><td>Community</td><td>D1 as per the Use Classes Order in August 2020
F2(b) as per the Use Classes Order in September 2020</td><td>180</td></tr>
</table>

Reason: To ensure that the development is undertaken in accordance with the approved drawings, documents and the Environmental Statement.</td></tr>
<tr><td>2</td><td>Quantum of Development – Research and Development Facility</td><td>Subject to condition 6, if the S106 Notice specifies that the Medical/R&D Facility Floorspace Floorspace will be used as a Research and Development Facility then the total quantum of built floorspace comprised within the whole development shall be as specified in the table below:

<table>
<tr><th>Use</th><th>Class</th><th>Total Quantum / Area (GIA) (Sqm)</th></tr>
<tr><td>Option 2</td><td></td><td></td></tr>
<tr><td>Research and development</td><td>B1(b) as per the Use Classes Order in August 2020
E(g)ii as per the Use Classes Order in September 2020</td><td>13,999</td></tr>
<tr><td>Office</td><td>B1(a) as per the Use Classes Order in August 2020
E(g)i as per the Use Classes Order in</td><td>10,239</td></tr>
</table>
</td></tr>
</table>

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<table>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>September 2020</td><td></td></tr>
<tr><td>Retail</td><td>A1/A2/A3/A4 as per the Use Classes Order in August 2020
E(a)(b)(c) and Sui Generis as per the Use Classes Order in September 2020</td><td>618</td></tr>
<tr><td>Community</td><td>D1 as per the Use Classes Order in August 2020
F2(b) as per the Use Classes Order in September 2020</td><td>180</td></tr>
</table>

Reason: To ensure that the development is undertaken in accordance with the approved drawings, documents and the Environmental Statement.
</td></tr>
<tr><td>3</td><td>Time limit - detailed</td><td>The development hereby permitted must be begun not later than the expiration of THREE YEARS from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).</td></tr>
<tr><td>4</td><td>Approved Drawings – Medical Facility</td><td>Subject to condition 6, if the S106 Notice confirms that the Medical/R&D Facility Floorspace will comprise a Medical Facility, then the development shall be carried out in complete accordance with the following plans:

Plans (Medical Facility)
<table>
<tr><td>Urban Context: Site Location Plan</td><td>PA-010</td></tr>
<tr><td>Existing Site Plan</td><td>PA-011</td></tr>
<tr><td>Proposed Site Plan</td><td>PA-012</td></tr>
<tr><td>Existing Building Plan</td><td>PA-025</td></tr>
<tr><td>Existing Contextual Elevations</td><td>PA-031</td></tr>
<tr><td>Demolition Plan</td><td>PA-035</td></tr>
<tr><td>Proposed General Arrangement Plan Level Basement 03</td><td>PA-097</td></tr>
<tr><td>Proposed General Arrangement Plan Level Basement 02</td><td>PA-098</td></tr>
<tr><td>Proposed General Arrangement Plan Level Basement 01</td><td>PA-099</td></tr>
<tr><td>Proposed General Arrangement Plan Level Basement 01 Mezzanine</td><td>PA-099M</td></tr>
<tr><td>Proposed General Arrangement Plan Level 00 – D1</td><td>PA-100</td></tr>
<tr><td>Proposed General Arrangement Plan Level 00 Mezzanine</td><td>PA-100M</td></tr>
<tr><td>Proposed General Arrangement Plan Level 01</td><td>PA-101</td></tr>
<tr><td>Proposed General Arrangement Plan Level 02</td><td>PA-102</td></tr>
<tr><td>Proposed General Arrangement Plan Level 03 – D1</td><td>PA-103</td></tr>
<tr><td>Proposed General Arrangement Plan Level 04 & 05</td><td>PA-104</td></tr>
<tr><td>Proposed General Arrangement Plan Level 06</td><td>PA-106</td></tr>
</table>
</td></tr>
</table>

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			Proposed General Arrangement Plan Level 07	PA-107
			Proposed General Arrangement Plan Level 08 – D1	PA-108
			Proposed General Arrangement Plan Level 09	PA-109
			Proposed General Arrangement Plan Level 10	PA-110
			Proposed General Arrangement Plan Level 11	PA-111
			Proposed General Arrangement Plan Level 12	PA-112
			Proposed General Arrangement Plan Level 13	PA-113
			Proposed General Arrangement Plan Level 14	PA-114
			Proposed General Arrangement Plan Level 15	PA-115
			Proposed General Arrangement Plan Level 16	PA-116
			Proposed General Arrangement Plan Level 17	PA-117
			Proposed General Arrangement Plan Level 18	PA-118
			Proposed General Arrangement Plan Level 19	PA-119
			Proposed General Arrangement Plan Roof	PA-120
			Proposed Contextual Site Elevations North & East	PA-200
			Proposed Contextual Site Elevations South & West	PA-201
			Proposed North Elevation – D1	PA-210
			Proposed South Elevation	PA-211
			Proposed West Elevation	PA-212
			Proposed East Elevation	PA-213
			Proposed Section AA	PA-250
			Proposed Section BB	PA-251
			Warehouse Existing Plans – Level 0 & 1	PA-400
			Warehouse Existing Plans – Attic & Roof	PA-401
			Warehouse Existing Elevations – All	PA-405
			Warehouse Demolition Plans – Level 0 & 1	PA-420
			Warehouse Demolition Plans – Attic & Roof	PA-421
			Warehouse Demolition Elevations – All	PA-425

DRAFT

		Warehouse Proposed Plans – Level 0 & 1 | PA-410 Warehouse Proposed Plans – Roof | PA-411 Warehouse Proposed Elevations – All | PA-415 Warehouse Proposed Sections – YY & ZZ | PA-416 Warehouse Wall Type 01 – Shopfront | PA-417 Warehouse Wall Type 02 – Brick Screen | PA-418 Landscape General Arrangement Level 00 | 8350-PL-GA-101-P Rev 01 Landscape General Arrangement Roof Level | 8350-PL-GA-102-P Rev 02 Landscape Section Roof Terraces | 8350-SE-GA-205-P Rev 01 Urban Greening Factor | 8350-PL-UGF-101 Rev 02 **Reason:** For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed.
5	Approved Drawings – Research and Development Facility	Subject to condition 6, if the S106 Notice confirms that the Medical/R&D Facility Floorspace will comprise a Research and Development Facility, then the development shall be carried out in complete accordance with the following plans: **Plans (Research and Development Facility)** Urban Context: Site Location Plan | PA-010 Existing Site Plan | PA-011 Proposed Site Plan | PA-012 Existing Building Plan | PA-025 Existing Contextual Elevations | PA-031 Demolition Plan | PA-035 Proposed General Arrangement Plan Level Basement 03 | PA-097 Proposed General Arrangement Plan Level Basement 02 | PA-098 Proposed General Arrangement Plan Level Basement 01 | PA-099 Proposed General Arrangement Plan Level Basement 01 Mezzanine | PA-099M Proposed General Arrangement Plan Level 00 – B1(b) | PA-100A Proposed General Arrangement Plan Level 00 Mezzanine | PA-100M

DRAFT

			Proposed General Arrangement Plan Level 01	PA-101	
			Proposed General Arrangement Plan Level 02	PA-102	
			Proposed General Arrangement Plan Level 03 – B1(b)	PA-103A	
			Proposed General Arrangement Plan Level 04 & 05	PA-104	
			Proposed General Arrangement Plan Level 06	PA-106	
			Proposed General Arrangement Plan Level 07	PA-107	
			Proposed General Arrangement Plan Level 08 – B1(b)	PA-108A	
			Proposed General Arrangement Plan Level 09	PA-109	
			Proposed General Arrangement Plan Level 10	PA-110	
			Proposed General Arrangement Plan Level 11	PA-111	
			Proposed General Arrangement Plan Level 12	PA-112	
			Proposed General Arrangement Plan Level 13	PA-113	
			Proposed General Arrangement Plan Level 14	PA-114	
			Proposed General Arrangement Plan Level 15	PA-115	
			Proposed General Arrangement Plan Level 16	PA-116	
			Proposed General Arrangement Plan Level 17	PA-117	
			Proposed General Arrangement Plan Level 18	PA-118	
			Proposed General Arrangement Plan Level 19	PA-119	
			Proposed General Arrangement Plan Roof	PA-120	
			Proposed Contextual Site Elevations North & East	PA-200	
			Proposed Contextual Site Elevations South & West	PA-201	
			Proposed North Elevation – B1(b)	PA-210A	
			Proposed South Elevation	PA-211	
			Proposed West Elevation	PA-212	
			Proposed East Elevation	PA-213	
			Proposed Section AA	PA-250	
			Proposed Section BB	PA-251	
			Wall Type 01 – Plan, Section, Elevation	PA-350	

DRAFT

			Wall Type 02 – Plan, Section, Elevation	PA-351
			Wall Type 03 – Plan, Section, Elevation	PA-352
			Wall Type 04 – Plan, Section, Elevation	PA-353
			Wall Type 05 – Plan, Section, Elevation	PA-354
			Wall Type 06 – Plan, Section, Elevation	PA-355
			Warehouse Existing Plans – Level 0 & 1	PA-400
			Warehouse Existing Plans – Attic & Roof	PA-401
			Warehouse Existing Elevations – All	PA-405
			Warehouse Demolition Plans – Level 0 & 1	PA-420
			Warehouse Demolition Plans – Attic & Roof	PA-421
			Warehouse Demolition Elevations – All	PA-425
			Warehouse Proposed Plans – Level 0 & 1	PA-410
			Warehouse Proposed Plans – Roof	PA-411
			Warehouse Proposed Elevations – All	PA-415
			Warehouse Proposed Sections – YY & ZZ	PA-416
			Warehouse Wall Type 01 – Shopfront	PA-417
			Warehouse Wall Type 02 – Brick Screen	PA-418
			Landscape General Arrangement Level 00	8350-PL-GA-101-P Rev 01
			Landscape General Arrangement Roof Level	8350-PL-GA-102-P Rev 02
			Landscape Section Roof Terraces	8350-SE-GA-205-P Rev 01
			Urban Greening Factor	8350-PL-UGF-101 Rev 02
		Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed.		
6	Option to be implemented	Where the S106 Notice confirms that the development will be used: • as a Medical Facility then conditions 1 and 4 shall apply and conditions 2 and 5 shall no longer apply; or • as a Research and Development Facility then conditions 2 and 5 shall apply and conditions 1 and 4 shall no longer apply. Reason: To dovetail with the obligation in paragraph 1.1 of Schedule 2 of the Section 106 Agreement and confirm which set of conditions should apply		

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		as regards the land use of the Medical/R&D Facility Floorspace of the development.
Heritage and archaeology		
7	Archaeological Evaluation	Prior to the commencement of development, the applicant shall submit a programme of archaeological evaluation works, including a geoarchaeological evaluation, in accordance with a written scheme of investigation to the Local Planning Authority for written approval. The approved programme of archaeological evaluation works, including the geoarchaeological evaluation shall be fully implemented prior to commencement of development below ground level to the satisfaction of the Local Planning Authority. Reason: In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Southwark Plan (2022) Policy P23 Archaeology.
8	Archaeological mitigation	Prior to the commencement of development (excluding archaeological evaluation) the applicant shall if required as a result of the archaeological evaluation secure the implementation of a programme of archaeological mitigation works in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details prior to commencement of development to the satisfaction of the Local Planning Authority. Reason: In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Southwark Plan (2022) Policy P23 Archaeology.
9	Archaeological Public Engagement Programme	To the extent that extensive archaeological mitigation works are required: a) Prior to commencement of such works, a Public Engagement Programme shall be submitted to the Local Planning Authority for its written approval and it shall be implemented in accordance with the approved programme. The Public Engagement Programme shall set out: 1) How the field work areas will be hoarded to provide opportunities for passers-by to safely view the excavations; 2) Detailed drawings (artwork, design, text and materials, including their location and a full specification of the construction and materials) for the public interpretation and presentation display materials celebrating the historic setting of the site, which will be located on suitably visible public parts of the temporary site hoarding; 3) Details of at least one event, such as a heritage trail, that will be held during the field work phase (as a minimum this should state the date/time, duration, individuals involved and advance promotional measures for the event, and provide an outline of the content of the event); b) Prior to the commencement of the fieldwork phase, the hoarding shall be installed in full accordance with the Local Planning Authority approved details referred to in parts a.1 and a.2 of the condition, and the hoarding shall remain as such and in place throughout the fieldwork phase. c) During the fieldwork phase, the event (referred to in part a.3) shall be carried out. d) Before first occupation of any part of the development, detailed drawings (artwork, design, text and materials, including their location and a full

		specification of the construction and materials) for the public interpretation and presentation display materials celebrating the historic setting of the site, in some form of permanent display case or signage to be installed within a publicly-accessible part of the development hereby approved shall be submitted for the written approval of the Local Planning Authority. The approved display case or signage shall be installed in accordance with the approval prior to first occupation of any part of the development to the satisfaction of the Local Planning Authority and shall not be replaced other than with a display case or signage of similar specification and bearing the same information and as agreed in writing by the Local Planning Authority. Reason: To promote the unique setting of the application site and provide information on the special archaeological and historical interest of this part of Southwark, in accordance with Southwark Plan (2022) Policy P23 Archaeology.
10	Archaeological reporting	Within one year of the completion of the archaeological work on site, an assessment report detailing the proposals for the off-site analyses and post-excavation works, including publication of the reports/findings and preparation for deposition of the archive, shall be submitted to and approved in writing by the Local Planning Authority, and the works detailed in the assessment report shall not be carried out otherwise than in accordance with any such approval given. The assessment report shall provide evidence of the applicant's commitment to finance and resource these works in full. Reason: In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Southwark Plan (2022) Policy P23 Archaeology
11	Warehouse building survey	Prior to the commencement of the development of the warehouse forming part of the development hereby approved, a RICS Building Survey shall be submitted to the Local Planning Authority for approval in writing, demonstrating in detail, the condition of the warehouse and what construction methods/techniques will be required to protect the important elements that are to be retained as part of the conversion. The development shall be completed in accordance with the approved details. Reason: To ensure adequate protection of the relevant elements of this non-designated heritage asset in accordance with Chapter 16 (Conserving and enhancing the historic environment) of the National Planning Policy Framework; Policy HC 1 (Heritage conservation and growth) of the London Plan (2021) and Policy P20 (Conservation areas) of the Southwark Plan (2022)

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Flood Risk / Water		
12	Detailed Basement Impact Assessment	Prior to the commencement of development (excluding demolition, site clearance, archaeology and ground investigations) a detailed Basement Impact Assessment (BIA) for all basements on the site (prepared following guidance in Southwark's Strategic Flood Risk Assessment 2017 or any replacement thereof) shall be submitted to the Local Planning Authority for approval in writing identifying existing groundwater levels, flows and fluctuations and, if appropriate, demonstrating that appropriate mitigation measures are integrated into the basement design to prevent groundwater flooding. The development shall proceed in accordance with any BIA approval given and any mitigation measures shall be retained and maintained in perpetuity to the satisfaction of the Local Planning Authority. Reason: To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with Southwark's SFRA, London Plan (2021) Policy SI 12 Flood risk management and Southwark Plan (2022) Policy P68 Reducing flood risk
13	Flood warning and evacuation plan	Prior to first occupation of the development, a Flood Warning and Evacuation Plan shall be submitted to the Local Planning Authority for approval in writing. The plan should state how occupants will be made aware that they can sign up to the Environment Agency Flood Warning services and of the plan itself. The plan should provide details of how occupants should respond in the event that they receive a flood warning, or become aware of a flood. The report should be proportionate and risk based in terms of sources of flooding. The development shall be implemented/occupied in accordance with the approved details. Reason: To protect against the risk of flooding in accordance with Southwark's Strategic Flood Risk Assessment (2017) and Policy SI 13 of the London Plan (2021) and Policy P68 of the Southwark Plan (2022).
14	Piling Method Statement	Prior to the commencement of development (excluding demolition, site clearance, archaeology and ground investigations), details of the proposed piling method and foundation design shall be submitted to the Local Planning Authority for approval in writing (in consultation with the Environment Agency and Thames Water) to demonstrate that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details. Reason: Piling can create pathways for contaminants, and this presents a risk to underlying controlled waters unless appropriate methodologies and mitigation are utilised in accordance with the National Planning Policy Framework and Southwark Plan (2022) Policy P64 Contaminated land and hazardous substances.
15	Detailed drainage strategy	Prior to the commencement of development (excluding demolition, site clearance, archaeology and ground investigations) full details of the proposed surface water drainage system incorporating Sustainable Drainage Systems (SuDS) shall be submitted to the Local Planning Authority for approval, including detailed design, size and location of attenuation units and details of flow control measures. The strategy shall achieve a reduction in surface water runoff rates during the 1% Annual Exceedance Probability (AEP) event plus climate change allowance, as detailed in the Flood Risk Assessment November 2021 and Drainage Assessment Report October 2021prepared byAKT II . It must be demonstrated that the site is safe in the event of blockage/failure of the system, including consideration of exceedance flows. The development shall be carried out in accordance with the approved details and thereafter maintained to the satisfaction of the Local Planning Authority.

		Reason: To minimise the potential for the site to contribute to surface water flooding in accordance with Southwark's Strategic Flood Risk Assessment (2017) and Policy SI 13 of the London Plan (2021) and Policy P68 of the Southwark Plan (2022).
16	Waste water (Thames Water)	No development shall be occupied until confirmation has been provided that either:- all water network upgrades required to accommodate the additional flows to serve the development have been completed; or a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied. Prior to occupation the agreed water strategy shall be submitted and agreed by the Local Planning Authority and retained thereafter. Reason - The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development.
17	Surface water drainage	Whilst the principles and installation of sustainable drainage schemes are to be encouraged, no drainage systems for the infiltration of surface water drainage into the ground are permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details. Reason: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants. This is in line with the National Planning Policy Framework (NPPF). Infiltrating water has the potential to cause remobilization of contaminants present in shallow soil/made ground which could ultimately cause pollution of groundwater.
18	Thames Water – no construction within 5 metres of water main	No construction shall take place within 5m of the water main without the prior approval of Thames Water. Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works. Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure
19	Free drinking water	Prior to the commencement of above ground works (excluding site clearance, demolition, ground investigations and archaeological works) plans and details shall be submitted to and approved in writing by the Local Planning Authority demonstrating the provision and future management of free drinking water within the public realm. The plans and details shall show the location and design of the proposed drinking water infrastructure, along with measures to ensure its future maintenance and management. The development shall be carried out in accordance with the approved plans and details, and drinking water made available to the public for free in accordance with the approved

		plans and details prior to occupation of the development, and thereafter in perpetuity. Reason: To ensure sustainable provision of free drinking water and to minimise plastic waste.
20	Water efficiency	Prior to first occupation of the development, evidence (schedule of fittings and manufacturer's literature) that the development shall achieve a minimum 45% reduction in water consumption over the BREEAM baseline performance. The baseline component specification is equivalent to the water efficiency of industry standard components steered by the minimum levels required by the Water Supply (Water Fitting) Regulations. This exceeds the minimum BREEAM Excellent standards and shall be submitted to and approved in writing by the local planning authority in consultation with the GLA. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter. Reason: In the interests of sustainable development.
During demolition / construction		
21	Demolition and Construction Logistics Plan	Prior to the commencement of the development (excluding archaeological or ground investigations), a Demolition and Construction Logistics Plan shall be submitted to the Local Planning Authority for written approval in consultation with TfL. The Plan shall include details of: (a) loading and unloading of plant and materials including vehicle turning areas; (b) storage of plant and materials; (c) sourcing of materials; (d) programme of works (including measures for traffic management); (e) provision of boundary hoarding, behind any visibility zones of construction traffic routing; (f) hours of operation; (g) means to prevent deposition of mud on the highway (h) location and height of cranes and scaffolding (i) a Construction workers' Sustainable Travel Plan including details of strategies to promote sustainable travel by construction staff and details of Blue Badge holder accessible parking (j) construction traffic routing (k) measures to protect vulnerable road users (l) coordination with other construction programmes for the St Thomas Street cluster of developments (m) measures to reduced number of construction motorised vehicle movements and use of electric/zero emission vehicles, cargo bikes and the river (n) a commitment to use FORS silver (minimum) or similar registered haulage contractors and a commitment to use haulage contractors whose heavy vehicles meet Direct Vision Standard 2-star rating as a minimum; and (o) any other matters relevant to this particular site including liaising with developers and construction teams of neighbouring sites (through the Local Planning Authority), in order to identify and address potential cumulative highway effects during the demolition and construction phase. The approved Blue Badge parking areas shall be marked out and visible for use at all times. There shall be no use of such areas for general parking including by staff wishing to travel to/from work by car unless they are holders of Blue Badges. The approved construction staff travel plan measures shall be put in place prior to commencement of the relevant works, retained and continually monitored for the duration of these works. The plan shall be implemented as approved and periodically reviewed following audits of its implementation. Results of these audits will be made available to the Local Planning Authority upon request.

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		Reason: To ensure that the construction does not prejudice the ability of neighbouring occupier's reasonable enjoyment of their properties. in accordance with the mitigation measures identified in the Environmental Impact Assessment and in the interests of highway safety. This condition is required to be pre-commencement to protect neighbouring occupiers and to mitigate environmental impact.
22	Demolition and Construction Environmental Management Plan	No demolition shall take place until a written Demolition Environmental Management Plan (DEMP) for the development has been submitted and approved in writing by the Local Planning Authority. No development (excluding demolition, site clearance, ground or archaeological investigations) shall take place for a Building of the development, until a written construction environmental management plan (CEMP) for the relevant Building has been submitted and approved in writing by the Local Planning Authority. The DEMP and CEMP(s) shall include full details of the following information and a copy of the DEMP and CEMP(s) (as applicable) shall be available on site at all times: • A detailed specification of demolition and construction works (as applicable) including consideration of all environmental impacts and the identified remedial measures, including continuous monitoring of noise, vibration and airborne particulates; • Engineering measures to eliminate or mitigate identified environmental impacts e.g. acoustic screening, sound insulation, dust control, emission reduction, pollution, location of specific activities on site, etc. measures that will be put in place to prevent idling of all construction and operative vehicles both within and outside the site, • Arrangements for direct responsive contact for nearby occupiers with the site management during demolition and/or construction (signage on hoardings, newsletters, resident's liaison meetings); • A commitment to adopt and implement the ICE Demolition Protocol and Considerate Contractor Scheme; • Pre-commencement checks/surveys for protected species and notable species, with subsequent mitigations as deemed appropriate; • appropriate working practices and safeguards for other wildlife, flora and fauna that are to be employed whilst works take place on site; • measures to ensure adequate drainage and control surface water runoff from the Site; and • monitoring and audit processes. The approved DEMP and CEMP(s) shall be implemented for the entire period of the works relating to the Development to the reasonable satisfaction of the Local Planning Authority. Reason: The DEMP and CEMP(s) are required to safeguard the public, the amenities of the area and the environment.

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23	Demolition and construction waste management plan	No demolition associated with the development hereby permitted shall be commenced until a Demolition Waste Management Plan for the development has been submitted to and approved in writing by the Local Planning Authority. No construction works associated with the development hereby permitted shall be commenced until a Construction Waste Management Plan for that Phase or Building has been submitted to and approved in writing by the Local Planning Authority. The Demolition and Construction Waste Management Plans shall include full details of the following: i. Identification of the likely types and quantities of demolition and construction waste likely to be generated (including waste acceptance criteria testing to assist in confirming appropriate waste disposal options for any contaminated materials); ii. Identification of waste management options in consideration of the waste hierarchy, on and offsite options, and the arrangements for identifying and managing any hazardous wastes produced; iii. A plan for efficient materials and waste handling taking into account constraints imposed by the application site; iv. Targets for the diversion of waste from landfill; v. Identification of waste management sites and contractors for all wastes, ensuring that contracts are in place and emphasising compliance with legal responsibilities; vi. Details of transportation arrangements for the removal of waste from the site approved in consultation with TfL; and vii. A commitment to undertaking waste audits to monitor the amount and type of waste generated and to determine if the targets set out have been achieved. The demolition and construction operations associated with the development hereby permitted shall be carried out in accordance with the approved Demolition and Construction Waste Management Plan. Reason: To encourage the re-use and recycling of materials and in the interests of highway safety. It is necessary for this condition to be pre-commencement because the timing of compliance is fundamental to the decision to grant planning permission and to protect the local environment/neighbours.
Landscaping, Trees and Biodiversity		
24	Arboricultural method statement	Prior to the commencement of any development, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include: a) A detailed Arboricultural Method Statement showing the means by which any retained trees on or directly adjacent to the site are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment, shall then be submitted to and approved in writing by the Local Planning Authority. The method statement shall include details of facilitative pruning specifications and a supervision schedule overseen by an accredited arboricultural consultant.

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		b) Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation. The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the approved method statement. All tree protection measures shall be installed, carried out and retained throughout the period of the works. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations. If within the expiration of 5 years from the date of the occupation of the development any retained tree is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority. Reason: To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework; Policies G1 (Green Infrastructure, G5 (Urban Greening) and G7 (Trees and Woodlands) of the London Plan 2021; and Policy P60 (Trees) or the Southwark Plan 2022.
25	Ecological and biodiversity management/ enhancement	Prior to the occupation of the development hereby permitted, a Habitat and Ecological Management Plan for the development shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall include: a) No Net Loss and Net Gain calculations in accordance with the government's Biodiversity Net Gain requirements. b) The recommendations and wildlife enhancements as per the Preliminary Ecological Appraisal (December 2018) and updated Desk Study and Ecological Walkover Survey (November 2020). c) Details of the enhancements (where relevant) to include specifications, location, positions, aspect, etc. d) Details of any further surveys required. e) Timetable for implementation. f) Details of the long-term ecological objectives, maintenance schedules, management and monitoring. g) Details of bird and/or bat nesting boxes / bricks. No less than 10 internal nesting boxes / bricks shall be provided and the details shall include the exact location, specification and design of the habitats. h) A post completion assessment will be required to confirm the nest/roost features have been installed to the agreed specification. The development shall not be occupied until the approved scheme for the development is implemented in full and shall thereafter be retained to the satisfaction of the Local Planning Authority. Reason: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity.
26	Landscaping	Prior to any above ground works (excluding demolition, site clearance, archaeology and ground investigations) a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL. The scheme must include all areas of ground level public realm and areas of roof terrace.

DRAFT

		The detailed plan shall include the following details (where relevant): a. the overall layout, including extent, type of hard and soft landscaping and proposed levels or contours; b. the location, species and sizes of proposed trees and tree pit design; c. details of soft plantings, including any grassed/turfed areas, shrubs and herbaceous areas; d. enclosures including type, dimensions and treatments of any boundary walls, fences, screen walls, barriers, railings and hedges; e. appropriate boundary planting between the proposed buildings and neighbouring properties; f. hard landscaping, including ground surface materials, kerbs, edges, ridged and flexible pavements, unit paving, steps and if applicable any synthetic surfaces; g. street furniture, including type, materials and manufacturer's specification, if appropriate; h. a statement setting out how the landscape and public realm strategy provides for disabled access, ensuring equality of access for all, including children, seniors, wheelchairs users and people with visual impairment or limited mobility; i. Any bollards to the site's frontage if required; j. a calculation of the site's Urban Greening Factor, demonstrating the 0.3 score required by London Plan Policy G5; k. Details of the east-west pedestrian route through the site specifically designed to encourage pedestrian use with level access, automatic doors, signage indicating a route through the Site and an innovative design to encourage use; l. The details shall, where necessary, also be consistent with any mitigation measures necessary to ensure acceptable wind and microclimate conditions; and m. The landscaping and tree planting shall have a five-year maintenance and watering provision following planting. Details of the intended maintenance regime for all hard landscape features including street furniture and play equipment shall be provided. The approved landscaping scheme shall be completed/ planted during the first planting season following practical completion of the development, unless an alternative programme is agreed in writing with the Local Planning Authority. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter to the satisfaction of the Local Planning Authority. Reason: So that the Local Planning Authority may be satisfied with the details of the landscaping scheme, in accordance with: Chapters 8, 12, 15 and 16 of the National Planning Policy Framework; Policies SI 4 (Managing heat risk), SI 13 (Sustainable drainage), G1 (Green Infrastructure, G5 (Urban Greening) , Policy G6 (Biodiversity and access to nature) and G7 (Trees and Woodlands) of the London Plan 2021; Policies P13 (Design of places), P14 (Design quality) P60 (Biodiversity) and P61 (Trees) of the Southwark Plan 2022 and TfL Streetscape Guidance for the frontage of St Thomas Street.

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27	Planting of trees on St Thomas Street	Prior to the commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations), full details of all proposed planting of trees on the approved drawings as part of the proposals and landscaping condition shall be submitted to and approved in writing by the Local Planning Authority. This will include tree pit cross sections, planting and maintenance specifications, use of guards or other protective measures and confirmation of location, species, sizes, nursery stock type, supplier and defect period. All tree planting shall be carried out in accordance with those details and at those times as approved by the Local Planning Authority in writing. Planting shall comply with BS5837: Trees in relation to demolition, design and construction (2012) and BS: 4428 Code of practice for general landscaping operations. If within a period of five years from the date of the planting of any tree that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place in the first suitable planting season, unless the Local Planning Authority gives its written consent to any variation. Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff, in accordance with: Chapters 8, 12, 15 and 16 of the National Planning Policy Framework; Policies SI 4 (Managing heat risk), SI 13 (Sustainable drainage), G1 (Green Infrastructure, G5 (Urban Greening), Policy G6 (Biodiversity and access to nature) and G7 (Trees and Woodlands) of the London Plan 2021; Policies P13 (Design of places), P14 (Design quality) P60 (Biodiversity) and P61 (Trees) or the Southwark Plan 2022.
28	Biodiverse roof	Prior to commencing the relevant part of the development , details of the biodiversity (green/brown) roof(s) shall be submitted to and approved in writing by the Local Planning Authority. The biodiversity (green/brown) roof(s) shall be: * biodiversity based with extensive substrate base (depth 80-150mm); * laid out in accordance with agreed plans; and * planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works (focused on wildflower planting, and no more than a maximum of 25% sedum coverage). The biodiversity (green/brown) roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency. The biodiversity roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter to the satisfaction of the Local Planning Authority. A post completion assessment will be required to confirm the roof has been constructed to the agreed specification. The approved details shall thereafter be retained to the satisfaction of the Local Planning Authority. Reason: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with: Policies SI 4 (Managing heat risk), SI 13 (Sustainable drainage), G1 (Green Infrastructure), G5 (Urban Greening) of the London Plan 2021 and Policies P59 (Green infrastructure) and P60 (Biodiversity) of the Southwark Plan 2022.

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Contamination		
29	Contamination	a) Prior to the commencement of any development, a phase 1 desktop study of the historic and current uses of the site and adjacent premises based on the 'Revised Geo Environmental Study' by Ramboll (Geo-environmental Desk Study, dated 10 December 2021, ref.1620011046 rev.04) shall be carried out together with an associated preliminary risk assessment including a site walkover survey, identification of contaminants of the land and controlled waters and a conceptual model of the site with conclusion and recommendations as to whether a Phase 2 intrusive investigation is required. This report shall be submitted to the Local Planning Authority for approval in writing before the commencement of any intrusive investigations. b) If the phase 1 site investigation reveals the potential presence of contamination on or beneath the site or controlled waters, then, prior to the commencement of any below ground level development, an intrusive site investigation and associated risk assessment shall be completed to characterise the nature and extent of any contamination of soils and ground water on the site. c) In the event that contamination is found that presents a risk to future users or controlled waters or other receptors, a detailed remediation and/or mitigation strategy shall thereafter be prepared and submitted to the Local Planning Authority for approval in writing. The strategy shall detail all proposed actions to be taken to bring the site to a condition suitable for the intended use together with any monitoring or maintenance requirements. The strategy shall also ensure that as a minimum, the site should not be capable of being determined as contaminated land under Part IIA of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme (if one is required) shall be carried out prior to occupation and implemented as part of the development. d) Following the completion of the works and measures identified in the approved remediation strategy, a verification report providing evidence that all works required by the remediation strategy have been completed, together with any future monitoring or maintenance requirements shall be submitted to and approved in writing by the Local Planning Authority prior to occupation of the development. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, if appropriate, and for the reporting of this to the local planning authority. Any long-term monitoring and maintenance plan shall be implemented as approved to the satisfaction of the Local Planning Authority. e) In the event that potential contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall thereafter be submitted to the Local Planning Authority for approval in writing, in accordance with paragraphs a-d above and the approved details carried out prior to occupation to the satisfaction of the Local Planning Authority.

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		Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Southwark Plan 2022 Policy P64 (contaminated land and hazardous substances) and the National Planning Policy Framework. The site is located over a Secondary Aquifer and it is understood that the site may be affected by historic contamination.
Air Quality and ventilation		
30	Air quality positive	Prior to the commencement of the development (excluding archaeology and ground investigations), an Air Quality Positive Statement (AQPS) shall be submitted to and approved in writing by the Local Planning Authority. The AQPS shall set out measures that can be implemented across the development that improve local air quality as part of an air quality positive approach, in line with the latest GLA Air Quality Positive Guidance. The measures set out with the AQPS for the development shall be implemented in accordance with the details so approved, and thereafter retained to the satisfaction of the Local Planning Authority. Reason: To protect and improve local air quality. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.
31	Basement ventilation	Prior to commencement of above ground works (excluding site clearance, demolition and ground and archaeological investigations) details of a scheme of mechanical ventilation for the basement, including plant inlets, filters and outlets shall be submitted to the Local Planning Authority for approval in writing. The scheme of ventilation shall be installed prior to the first occupation of the relevant Building containing the basement and maintained for the duration of the consented uses in accordance with the approved scheme. Reason: To ensure that basement ventilation systems do not adversely impact the amenity of adjoining uses and/or the quality of the public realm by way of noise and/or odour in accordance with Southwark Plan (2022) Policy P56 Protection of amenity and P66 Reducing noise pollution and enhancing soundscapes.
32	Ventilation strategy	Prior to occupation of the development, full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include: - Details of extraction rate and efflux velocity of extracted air; - Full details of particle and odour abatement plant; - The location and orientation of the extraction ductwork and discharge terminal; and - A management servicing plan for maintenance of the extraction system. The development shall not be carried out otherwise than in accordance with the approval details.

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		Reason In order to ensure that that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance to nearby sensitive receptors or at street level and will not detract from the appearance of the building in the interests of amenity in accordance with Southwark Plan (2022) Policy P14 Design or P56 Residential amenity.
33	Cooking restriction	Prior to the installation of any extraction system, full details shall be submitted to and agreed in writing with the Local Planning Authority. The submission shall include, where applicable, details of: a. Full details, with calculations, of the proposed extraction system; b. Compliance with the risk assessment approach outlined within the Council's SPG Planning Guidance for Food and Drink Establishments. The odour abatement measures installed must correspond to the outcome of the risk assessment. Low level stack discharge will generally not be acceptable, the preferred termination height is 1m above roof ridge or roof eaves. Further guidance is available from EMAQ: Control of Odour and Noise from Commercial Kitchen Exhaust Systems 2018; c. The extract fan, silencers, anti-vibration mounts, high velocity cowl, filters, odour abatement and any other items of plant; d. The velocity of the air at final discharge and duct termination height and location; e. The retention time of gases in the carbon filters (where applicable); f. A maintenance schedule and details how maintenance will be recorded, so this can be requested by the Local Planning Authority at any time. The approved extraction system shall be installed on site in accordance with the approved details and prior to any primary cooking taking place within one of the flexible commercial units. The extraction system shall thereafter be retained and maintained as approved to the satisfaction of the Local Planning Authority until the primary cooking ceases. Any variations thereafter shall be submitted to and agreed in writing by the Local Planning Authority prior to any amendments. REASON: To safeguard the amenities of neighbours and future occupiers and to ensure a satisfactory design is achieved.
Fire		
34	Fire evacuation lift	Prior to commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations), details shall be submitted to and approved in writing by the Local Planning Authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments) will be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building. The development shall not be implemented or occupied other than in accordance with the approved details. Reason: To ensure the safe and inclusive emergency evacuation of residents in accordance with London Plan (2021) Policy D12 (Fire safety).

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35	Fire Safety	Prior to the commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations), an updated Fire Strategy Statement shall be submitted to and approved in writing by the Local Planning Authority. This shall include details of the necessary strategy for the development and the site wide strategy. The development shall not be implemented or occupied other than in accordance with the approved details. REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the London Plan Policies D5 and D12.
Materials		
36	Samples of all external surfaces	Prior to the commencement of any above ground works (excluding site clearance, demolition and archaeological works), the following shall be submitted to the Local Planning Authority for their written approval: a. A full-scale representative mock-up of one bay of the building (element to be agreed) and sample panels of all external facing materials, and surface finishes at the ground floor to be used in the carrying out of the development shall be presented on site and approved by the Local Planning Authority before any above-grade work in connection with this permission is carried out; b. Samples of bricks, mortar and pointing, joints and cladding and any other external elevational treatment, (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) and the samples shall be retained on site until the details are approved; c. External windows, communal entrances, duplex entrances, doors, screen, louvres and balustrading (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority). The details shall, where necessary, reflect any mitigation measures necessary to ensure acceptable wind and microclimate conditions); d. Cross section through façade and typical bay showing depth of window reveals, frames, cills, headers, colonnades and soffits (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority); e. Shop fronts, entrances and openings (annotated plans / sections at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) showing window reveals, frames, fascias, cills and headers); f. Surface materials for pedestrian and cycle routes, accesses, any shared spaces and associated circulation spaces; g. Rooftop plant and boundary treatment; h. Gates, railing and other forms of enclosure; i. details and specification (including screening) of balconies and communal terraces, at a scale of 1:20; j. details on how the proposed materials will limit and reduce solar glare. The development shall not be carried out otherwise than in accordance with any such approval given and retained thereafter. Reason: In order that the Local Planning Authority may be satisfied as to the quality of architectural design and details in accordance Policies D4 Delivering good design; and D9 - Tall buildings of the London Plan (2021) and Policies: P13 - Design of places; P14 - Design quality and P17 - Tall buildings of the Southwark Plan (2022).

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<table>
<tr><td>37</td><td>Blast Mitigation Impact Assessment</td><td>Prior to the commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations), details of the specifications for the building structure, façade and glazing, including a consultation with a suitably qualified Structural Blast Engineer shall be submitted to and approved in writing by the local planning authority. Above ground development of that building shall not be commenced until the details have been approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: To ensure that the development is suitably designed to minimise the impact of an external blast.</td></tr>
<tr><td>38</td><td>External lighting strategy</td><td>Prior to the occupation of the development hereby approved, details of external lighting (including design, specification, power) to be installed within any public realm or to be affixed to the buildings(s), shall be submitted to the Local Planning Authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant. The details submitted shall prevent obtrusive light within 5 lux after the hours of 2300.

No external lighting shall be installed other than that approved by this condition. The external lighting shall be implemented in accordance with the approved details and thereafter retained to the satisfaction of the Local Planning Authority.

Reason: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution on the highway and public transport networks and London City Airport’s flight operations.</td></tr>
<tr><td>39</td><td>Public Art</td><td>Prior to the first occupation of the development details of public art to be provided on the site in substitution for the existing mural being lost shall be submitted to the Local Planning Authority for approval in writing. Such details shall include: (a) the artist selection and commissioning process; (b) materials and location; (c) the timetable for provision; and (d) proposed maintenance. The development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity and to replace the existing mural to be removed from the site.</td></tr>
<tr><td colspan="3">Transport / Refuse & Recycling</td></tr>
<tr><td>40</td><td>Cycle Parking Provision</td><td>a) The total minimum quantum of cycle parking across the development shall not be less than the figures specified below:

<table><tr><th></th><th>Short Stay</th><th>Long Stay</th><th>Total</th></tr><tr><td>Option 1 or Option 2</td><td>173</td><td>292</td><td>465</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>
b) Prior to the first occupation of the development, a Cycle Parking Management Plan shall be submitted to and approved by the local planning authority in consultation with TfL. The CPMP should include details of the</td></tr>
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		allocation of cycle spaces to each of the land uses; details on how these cycle spaces and access including lifts/access to cycle stores will be managed and enforced; details of the design and materials of cycle stands/storage; details of shower, changing area and locker facilities provision and, details on CCTV and lighting for the cycle storage area. The approved allocations and details are to be completed prior to occupation of the development and shall be retained thereafter. c) A minimum of 5% of long stay cycle spaces and their accesses are to be designed to be large enough to accommodate adapted cycles, cargo and other types of larger cycles. d) The development shall not be occupied until the relevant amount of cycle parking spaces have been installed and ready for use in accordance with the approved details and the approved CPMP has been implemented in full. Such spaces shall be retained thereafter for this use only by users and visitors to the development only and solely in accordance with the approved CPMP. Reason: In order to ensure that satisfactory safe and secure cycle parking and changing facilities are provided and can be easily accessed by users in order to encourage the use of cycling as an alternative sustainable means of transport to the development and to reduce reliance on the use of the private car in accordance with London Plan (2021) Policy T5 Cycling and Southwark Plan (2022) Policy P53 Cycling.
41	Automated cycle parking facility.	Prior to commencement of above ground works (excluding demolition, site clearance, archaeology and ground / site investigations) details of the automated cycle parking facility including a management, monitoring and maintenance strategy along with precise specifications and drawings shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL. Monitoring reports should be provided to the Council and TfL in years 1, 3 and 5 following completion. The development shall be constructed in accordance with the approved details (which may be amended from time to time following the monitoring reports) and thereafter retained to the satisfaction of the Local Planning Authority. Reason: In order to ensure that satisfactory safe and secure cycle parking are provided and can be easily accessed by users in order to encourage the use of cycling as an alternative sustainable means of transport to the development and to reduce reliance on the use of the private car in accordance with London Plan (2021) Policy T5 Cycling and Southwark Plan (2022) Policy P53 Cycling.
42	Vehicle Dynamic Assessment & Hostile Vehicle Mitigation	Prior to the commencement of above ground works (excluding demolition, site clearance, archaeology and ground / site investigations), a Vehicle Dynamics Assessment shall be submitted to the Local Planning Authority for approval in writing in consultation with TfL where it may affect the TLRN. This should include, but not be limited to, hostile vehicle mitigation measures and anti-terrorism mitigation measures and shall be integrated with the wider design of the public realm for the scheme. Once approved, the measures shall be implemented on site prior to occupation of the development and retained thereafter for the lifetime of the development. Reason: In the interest of security and public safety.

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43	Delivery and Servicing Plan	Prior to occupation of the development, a delivery and servicing plan (DSP) in consultation with TfL shall be submitted to and approved in writing by the Local Planning Authority. The DSP shall include the following items: a) strategy for deliveries and collections, including no deliveries/collections between 7:30-9:30, 12:00-14:00, and 16:30-18:30; b) number of servicing trips (including maintenance), with a maximum cap to 40 inbound and 40 outbound motorised vehicle trips per day; d) measures to minimise the number of servicing trips overall; e) measures to encourage deliveries and servicing by electric vehicle, cycle, foot and other non-private vehicular means; f) cleaning and waste removal, including arrangements for refuse collection; and g) monitoring and review of operations. The DSP as approved shall be implemented once any part of the development is occupied and shall remain in place thereafter. Reason: To ensure that the impacts of delivery and servicing on the local highway network and general amenity of the area are satisfactorily mitigated.
44	CPZ exclusion	No developer, owner or occupier of any part of the development hereby permitted, with the exception of disabled persons, shall seek, or will be allowed, to obtain a parking permit within the controlled parking zone in Southwark in which the application site is situated. Reason: To ensure compliance with Southwark Plan 2022 Policy P54 (car parking)
45	Refuse and recycling	Before the first occupation of the development details of the arrangements for the storage, compaction and collection of refuse and recycling shall be submitted to the Local Planning Authority for approval in writing. Thereafter, the approved refuse and recycling storage facilities shall be provided and made available for use by the occupiers of the premises and the facilities shall thereafter be retained and shall not be used or the space used for any other purpose. Reason: To ensure that all forms of refuse will be appropriately stored within the site and located to facilitate convenient collection thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Southwark Plan (2022) Policy P56 Residential amenity.
46	Disabled Parking Spaces	Prior to occupation of the development hereby approved, the two disabled parking spaces including Electric Vehicle Charging (as indicated on Accessible Parking Plan (SK006 Rev C) shall be provided and be clearly marked as disabled bays (at all times) and shall not be used for any purposes other than disabled parking bays, unless otherwise agreed in writing by the Local Planning Authority. REASON: To ensure inclusive access, that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

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Sustainability		
47	Circular economy post-completion report	Prior to occupation, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to occupation. Reason: To ensure that the proposal responds appropriately to climate change policies by reducing carbon emissions and minimising waste streams in accordance with London Plan (2021) Policy SI7 Reducing waste and supporting the circular economy and SI2 Minimising greenhouse gas emissions and Southwark Plan (2022) Policies P69 Sustainability standards and P70 Energy
48	Whole life carbon post-construction monitoring	Prior to the occupation of the development, the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to occupation of the relevant building. Reason: To ensure that the proposal responds appropriately to climate change policies by reducing carbon emissions and minimising waste streams in accordance with London Plan (2021) Policy SI7 Reducing waste and supporting the circular economy and SI2 Minimising greenhouse gas emissions and Southwark Plan (2022) Policies P69 Sustainability standards and P70 Energy.
49	BREEAM Design Stage Certificate - major non-residential	a) Prior to commencement of fit out works of any Building hereby approved, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) in relation to the relevant Building demonstrating that all reasonable steps have been undertaken to achieve a minimum accreditation of BREEAM "Excellent' rating shall be submitted to the Local Planning Authority for approval in writing and the development of the relevant Building shall be carried in accordance with the approved details; b) Before the first occupation of the relevant Building, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met. Reason: To ensure the proposal is completed to the highest possible standards of environmental sustainability in accordance with Southwark Plan Policy P69 Sustainability standards

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50	PV Panels	Prior to occupation of the development hereby approved, a scheme (and accompanying statement) demonstrating the maximum reasonable use of PV panels including details of the siting, design, gradient and number of pv panels to be installed and implementation programme shall be submitted to and approved in writing by the Local Planning Authority and implemented as approved and thereafter maintained to the satisfaction of the Local Planning Authority. REASON: To minimise future carbon dioxide emissions, mitigate climate change, and to comply with London Plan Policy SI 2.
Use class / PD restrictions		
51	Restrictions on changes of use- offices	Notwithstanding the provisions of the Town and Country Planning Use Classes Order 1987 or the General Permitted Development Order (as amended or any re-enactment thereof), no extension nor alteration of the office floorspace hereby approved shall be carried out pursuant to those provisions. Reason: To safeguard the character and the amenities of the premises and adjoining properties in accordance with Southwark Plan (2022) Policy P14 Design quality.
52	Restrictions on changes of - medical and R&D facility	Notwithstanding the provisions of the Town and Country Planning Use Classes Order 1987 or the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended and any statutory instrument revoking, re-enacting or modifying either order), no alteration or extension of the Medical Facility or Research and Development Facility hereby permitted on levels 1 to 10 of the main building hereby approved shall be carried out pursuant to those provisions. If Option 1 (as set out in condition 1) is implemented for the Medical/R&D Facility Floorspace this shall only be used for the purposes as a Medical Facility not for the purposes of an in-patient facility, for accident or emergency purposes or other uses that may otherwise be permitted under Class D1 (or any equivalent class in any order that may replace it) as specified in the schedule to the Use Classes Order on 31 August 2020. Reason: To ensure that the Development is carried out in accordance with the plans hereby approved and the impacts arising from the development are in accordance with those assessed pursuant to the Environmental Impact Assessment which related specifically to the medical use as an outpatient facility.
53	Restrictions on changes of use of community Use	Notwithstanding the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (and any statutory instrument revoking, re-enacting or modifying either order), the community floorspace of the development hereby permitted shall only be used for a multi-functional community space and not for any other purposes, including any other uses that may otherwise be permitted under Class D1 (or any equivalent class in any order that may replace it) as specified in the schedule to the Use Classes Order as that applied on 31 August 2020.

DRAFT

		Reason: To ensure that the proposal meets the needs of the community and protects the community facilities within the development in accordance with Site Allocation 54 of the Southwark Plan 2022.
54	Restriction on ground floor retail/cafe uses	Notwithstanding the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (and any statutory instrument revoking, re-enacting or modifying either order), the ground floor retail / café uses of the development hereby permitted shall only be used for A1, A2, A3 and A4 uses as specified in the schedule to the Use Classes Order as that applied on 31 August 2020. Reason: To ensure that the Development is carried out in accordance with the plans and documents hereby approved and the impacts arising from the development are in accordance with those assessed pursuant to the Environmental Impact Assessment.
55	Restricted roof plant	No roof plant, equipment or other structures other than as shown on the plans hereby approved or approved pursuant to a condition of this planning permission shall be placed on a roof or be permitted to project above the roofline of any part of the Building(s) as shown on elevational drawings or shall be permitted to extend outside of any roof plant enclosure(s) of any Building(s) without the prior written consent of the Local Planning Authority. Reason: In order to ensure that roof top plant does not detract from the appearance of the buildings hereby consented and does not detract from the visual amenity of the area in accordance with Southwark Plan (2022) Policy P14 Design quality
56	Telecommunications equipment – removal of permitted development allowance	Notwithstanding the provision of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order) no telecommunications equipment shall be erected on or attached to the building hereby approved without separate permission from the Local Planning Authority. REASON: To preserve the character, appearance and setting of the site, listed buildings and conservation area in general and the amenities of nearby residents.
Hours of use / operation		
57	Terrace use	Other than for maintenance purposes, repair purposes or means of escape, the terraces shall not be used outside of the following hours: 08:00 - 21:00 on each day. Reason: To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with Southwark Plan 2022 Policy p56 (residential amenity)
58	Hours of operation of specified uses	The retail/café ground floor uses hereby permitted for Class A1, A2, A3 and A4 purposes shall not be carried on outside the hours of: 07:00 - 23:30 on Monday to Saturday and 08:00 - 23:00 on Sundays and Bank Holidays. The community uses hereby permitted for Class D1 purposes shall not be carried on outside the hours of: 07:00- 23:30 on Monday to Saturday and 08:00 - 23:00 on Sundays and Bank Holidays.

DRAFT

		Reason: To safeguard the amenities of neighbouring residential properties.
59	Advertisements	Notwithstanding the provisions of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 no advertisements shall be displayed without the prior written express consent from the Local Planning Authority. Reason: To safeguard the visual amenities and public safety the site and area in general.
Noise and wind		
60	Noise	The machinery, plant or equipment installed or operated in connection with the carrying out of the development shall be so enclosed and/or attenuated that noise from there does not, at any time, increase the ambient equivalent noise level when the plant, etc. is in use as measured at any adjoining or nearby premises in separate occupation or (in the case of any adjoining or nearby residential premises) as measured outside those premises and shall be retained for the lifetime of the development to the reasonable satisfaction of the Local Planning Authority. Reason: To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with Southwark Plan (2022) Policy P56 Protection of amenity and Policy P66 Reducing noise pollution and enhancing soundscapes.
61	Plant noise	The Rated sound level from any plant, together with any associated ducting shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises. Furthermore, the Specific plant sound level shall be 10dB(A) or more below the background sound level in this location. For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014+A1:2019. Reason: To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery.
62	Wind mitigation measures	Prior to commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations) full details of wind mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The wind mitigation measures must appropriately respond to the potential for adverse effects identified within the Environmental Assessment. The wind mitigation measures shall be implemented in accordance with the approved details, be completed prior to first occupation of the relevant building and thereafter retained as such to the reasonable satisfaction of the Local Planning Authority. Reason: To ensure that as part of the detailed design appropriate pedestrian comfort levels can be achieved in accordance with the Environmental Assessment submitted with this application and to comply with London Plan (2021) Policy D9 Tall buildings and Southwark Plan (2022) Policy P17 Tall buildings.

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Other		
63	Digital infrastructure	Prior to commencement of above ground works (excluding demolition, site clearance, archaeology and ground investigations) detailed plans shall be submitted to and approved in writing by the local planning authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development. The development shall be carried out in accordance with these plans (or further details approved by the local planning authority) and maintained as such in perpetuity. Reason: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness in accordance with Policy SI6 of the London Plan (2021).
64	Secure by design	Prior to any above ground work (excluding site clearance, site investigation demolition and archaeological works), details of security measures (which shall seek to demonstrate that the development has been designed to comply with Secure by Design Principles as far as practically possible) shall be submitted to and approved in writing by the Local Planning Authority. Any such security measures approved as part of this condition shall be implemented prior to first occupation and thereafter retained. Reason: In the interests of securing well designed, safe and secure buildings and neighbourhoods in accordance with Southwark Plan (2022) Policy P16 Designing out crime.

Informatives

1	S106 agreement	You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990 (as amended).
2	Pre-commence-ment conditions	The pre-commencement conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure, protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.
3	CIL payment and liability notice	The Greater London Authority consider that this permission is liable for a contribution under the Community Infrastructure Levy (CIL). Before work commences there are certain forms which you must complete and return to the London Borough of Southwark. Please note that penalty surcharges could be added to contributions should CIL regulations not be followed. Further details of what to submit and timescales in relation to the Community Infrastructure Levy can be found online at: https://www.gov.uk/guidance/community-infrastructure-levy. CIL forms can be found at: https://www.planningportal.co.uk/info/200126/applications/70/community_infrastructure_levy/5
4	Deemed discharge	All conditions are exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 as the development was subject to an Environmental Impact Assessment.

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5	Designing out crime	The applicant must seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) prior to occupation of the development and notify this office of any changes to the planning application or approved scheme relevant to security or design layout. The services of MPS DOCOs are available free of charge and can be contacted via Docomailbox.NE@met.police.uk or during office hours via Telephone: 0208 217 3813.
6	Licensing	It is possible that some of the premises may need a licence under the Licensing Act 2003 for regulated entertainment (music, dancing etc.), supply of alcohol and the provision of late night refreshment. Any grant of the planning approval is without prejudice to the Council's right as Licensing Authority to either grant or refuse any application under the Licensing Act 2003.
7	Thames Water underground assets	The proposed development is located within 15 metres of Thames Water underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read Thames Water's guide 'working near our assets' to ensure your workings are in line with the necessary processes if working above or near Thames Water pipes or other structures: https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.
8	EIA Regulations	The environmental information for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended) has been taken into account in the consideration of this case.
9	Demolition and Construction Environmental Management Plan	The DEMP and CEMP should follow current best construction practice and guidance contained within the following: • Southwark Council's Technical Guide for Demolition & Construction 2016, available from http://southwark.gov.uk/air-quality/the-main-causes-of-air-pollution • S61 of Control of Pollution Act 1974, • The London Mayor's Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction and Demolition', • The Institute of Air Quality Management's 'Guidance on the Assessment of Dust from Demolition and Construction' and 'Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites', • BS 5228-1:2009+A1:2014 'Code of practice for noise and vibration control on construction and open sites', • BS 7385-2:1993 Evaluation and measurement for vibration in buildings. • Guide to damage levels from ground borne vibration, BS 6472-1:2008 'Guide to evaluation of human exposure to vibration in buildings – vibration sources other than blasting, • Greater London Authority requirements for Non-Road Mobile Machinery, see: http://nrmm.london/, Relevant CIRIA and BRE practice notes. • Transport for London's Construction Logistics Plan Guidance, available from https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/freight

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10	Thames water consents & permits	A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed online via www.thameswater.co.uk. Please refer to the Wholsesale; Business customers; Groundwater discharges section. As you are redeveloping a site, there may be public sewers crossing or close to your development. If you discover a sewer, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes. A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc may be required before the Company can give its consent. Applications should be made at https://wholesale.thameswater.co.uk/Wholesale-services/Business-customers/Trade-effluent or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200.
11	TfL Technical Approval	As the development is adjacent to the TLRN (Transport for London Road Network), the developer is required to secure technical approval from TfL as the TAA (Technical Approval Authority) in accordance with National Standards (CG 300 -Technical approval of highway structures). This process involves both the acceptance of proposals via AIP (Approval in Principal) submission and TAA acceptance of design and check Certificates for as outlined in the standard.
12	Stopping-up	The development requires the stopping-up of some areas of public highway for which a Stopping-Up Order is required from the local highway authority.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor of London, acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report GLA/2020/6665.

The Mayor for London has, therefore, worked in a positive, proactive and creative

manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.

John Finlayson
Head of Development Management

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

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NOTES TO APPLICANTS

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

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

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

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

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

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

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

Purchase Notices and Compensation

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

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

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SCHEDULE 2

MEDICAL OR RESEARCH AND DEVELOPMENT FACILITY

The Owner covenants with the GLA and the Council:-

1. **MEDICAL/R&D FACILITY FLOORSPACE: END USE**

1.1 To provide the Council with written confirmation as to whether the Medical/R&D Facility Floorspace will be constructed and used as a Medical Facility or a Research and Development Facility (and thereby confirm the approved drawings that shall be relied on) no later than 6 months prior to Completion of the Development.

1.2 Not to Occupy any part of the Office Floorspace until the Medical/R&D Facility Floorspace is ready for use to Shell and Core Standard either: (a) as a Medical Facility; or (b) as a Research and Development Facility in accordance with the notice submitted pursuant to paragraph 1.1 of this Schedule 2.

1.3 Not to Occupy or permit the Occupation of the Medical/R&D Facility Floorspace other than as:

1.3.1 a Medical Facility; or

1.3.2 a Research and Development Facility (in accordance with the notice submitted pursuant to paragraph 1.1 of this Schedule 2) to be Occupied only by either:

(a) an occupier which operates within the category or categories set out in Appendix 10 to this Deed; or

(b) if the proposed occupier does not fall within the category or categories set out in Appendix 10 to this Deed then it must have been approved in writing by the Council pursuant to paragraph 1.5 of this Schedule 2 before such Occupation commences.

1.4 Prior to each Occupation of any or all of the Medical/R&D Facility Floorspace by a new occupier which is not the Hospital the Owner shall either:

1.4.1 where the proposed occupier is within a category or categories of Appendix 10 to this Deed notify the Council of the identity of the proposed occupier and state which category or categories of Appendix 10 to this Deed it operates within; or

1.4.2 if the proposed occupier is not within a category or categories of Appendix 10 to this Deed seek the Council's approval pursuant to paragraph 1.5 of this Schedule 2.

1.5 In the event that the Owner seeks the Council's approval for any or all of the Medical/R&D Facility Floorspace to be Occupied by an organisation that operates within the healthcare or life sciences sector but which does not fall within the list of categories set out at Appendix 10 to this Deed, the request shall be made in writing and shall include details as to the nature of the proposed operations and how the proposed occupier would be compatible with the categories of SC1 Life Science & Innovation District Operator listed in Appendix 10 ("**Compatible Use**") of this Deed SAVE THAT the proposed occupier shall be permitted to undertake operations outside of the Compatible Use provided that these are ancillary to the Compatible Use.

1.6 Following receipt of a written request for approval pursuant to paragraph 1.5 of this Schedule 2 above, the Council shall respond within 20 Working Days of any such request to confirm that it has sufficient information to be able to consider the request or confirming any further information that may reasonably be required; and the Council shall on receipt of such information determine the request within 20 Working Days from receipt of all reasonably necessary information. In the event of a refusal, the Council shall provide reasons as to why the proposed occupier is not considered to undertake a Compatible Use.

1.7 The Owner shall be entitled to refer any refusal or non-determination regarding the decision of the Council pursuant to paragraph 1 of this Schedule 2 to dispute resolution pursuant to clause 20 of this Deed.

2. **MEDICAL/R&D FACILITY FLOORSPACE: CASCADE**

2.1 The Medical/R&D Facility Floorspace shall not be Occupied other than by the Hospital as a Medical Facility unless either:

2.1.1 the Council (pursuant to paragraph 2.10 of this Schedule 2) or expert (pursuant to paragraph 2.11 of this Schedule 2) has confirmed that paragraph 2.2 of this Schedule 2 has been complied with; or

2.1.2 the GLA and the Council have confirmed to the Owner pursuant to paragraph 2.14 that this paragraph 2 shall no longer apply.

2.2 The Owner shall use all reasonable but commercially prudent endeavours (as defined in paragraph 2.3 of this Schedule 2) for the period commencing upon the grant of the Planning Permission and ending on the later of:-

2.2.1 the date which is 12 months from the grant of the Planning Permission; and

2.2.2 the commencement of the Above Ground Works,

(the "**Offer Period**") to enter into the Medical Facility AfL with the Hospital and to comply with the requirements of paragraph 1.2 of Schedule 3 in respect of offering the D1/B1(b) Affordable Workspace to the Hospital.

2.3 For the purposes of paragraph 2.2 of this Schedule 2 “all reasonable but commercially prudent endeavours” shall be considered to have been used (and the Owner shall have complied with its obligations under paragraph 2.2 of this Schedule 2) if the Owner has:

2.3.1 expended such effort and cost (including the engagement of such professional or other advisers as in the circumstances would be reasonable to expect of a competent commercially prudent developer in the context of the requirements of paragraph 2.2 of this Schedule 2) during the Offer Period to meaningfully engage with the Hospital in order to enter into the Medical Facility AfL with the Hospital provided that (a) the commercial benefits of an alternative Occupier of the Medical/R&D Facility Floorspace (other than the Hospital) shall not be a justification for a failure to enter into the Medical Facility AfL; and (b) the Owner shall not be obliged to take or become involved in legal proceedings;

2.3.2 complied with its obligations under paragraphs 2.5 to 2.8 of this Schedule 2 (to the extent applicable during the Offer Period); and

2.3.3 not during the Offer Period discussed and/or directly or indirectly solicited or initiated the entering into of negotiations or responded to any external invitation to enter into negotiations with any party other than the Hospital in respect of the Occupation of the Medical/R&D Facility Floorspace.

2.4 The Offer Period shall be extended by such time as it may take for any challenge to the Planning Permission to be finally disposed of and shall cease in the event that paragraph 2.14 applies.

2.5 To provide the following details to the Hospital within four months of the commencement of the Offer Period:-

2.5.1 a hard and electronic copy of the base design specification of the Medical/R&D Facility Floorspace;

2.5.2 as a minimum, the first draft of the Medical Facility AfL; and

2.5.3 such other documents and information as the Hospital may reasonably require in order to enter into and/or make the relevant decision to enter into the Medical Facility AfL.

2.6 To jointly prepare with the Hospital a business case and feasibility study in respect of the proposed Occupation of the Medical/R&D Facility Floorspace (or any part of it as elected by the Hospital) as a Medical Facility, the reasonable costs of which are to be shared with the Hospital.

2.7 To provide written updates at least once every two months from the grant of Planning Permission to the Council during the Offer Period evidencing the steps it has taken pursuant to this Schedule, including summarising meetings with the Hospital, outlining any outstanding issues, any actions to be taken and how negotiations with the Hospital are progressing to achieve exchange of the Medical Facility AfL within the Offer Period.

2.8 To:-

2.8.1 afford the GLA and the Council an opportunity to attend meetings on no less than a quarterly basis between the Owner and the Hospital; and

2.8.2 provide the GLA and the Council with such information and evidence as the GLA and/or the Council may reasonably require in order to demonstrate compliance with the steps required of the Owner pursuant to this Schedule 2.

2.9 If at the expiry of the Offer Period the Medical Facility AfL has not been entered into with the Hospital the Owner may commence negotiations with other potential Occupier(s) of the Medical/R&D Facility Floorspace (whether or not it intends to continue negotiations with the Hospital) PROVIDED THAT the Owner shall have provided the Council in writing prior to the expiry of the Offer Period with:

2.9.1 confirmation of the Offer Period expiry date; and

2.9.2 details of the steps taken to comply with its obligations under paragraph 2.2 of this Schedule 2 (including all relevant documents and correspondence to evidence steps of compliance).

2.10 Within 20 Working Days of the expiry of the Offer Period (or from receipt of confirmation of the Offer Period expiry date if later) the Council shall (in consultation with the GLA) confirm in writing to the Owner (with a copy of its decision provided to the GLA) whether or not it considers that paragraph 2.2 of this Schedule 2 has been complied with.

2.11 If the Council's decision under paragraph 2.10 of this Schedule 2 is that the Owner has not complied with its obligations under paragraph 2.2 of this Schedule 2, the Council shall give reasons for its decision and any dispute or difference in relation to this decision may be referred by the Owner and/or the Council to dispute resolution pursuant to clause 20 of this Deed.

2.12 In the event that it is agreed between the Owner and the Council (or determined by the expert) that the Owner has failed to comply with its obligations in paragraphs 2.2 and 2.3 of this Schedule 2 then the Owner shall cease any negotiations with other potential Occupier(s) of the Medical/R&D Facility Floorspace (or not commence such negotiations as the case may be) unless and until the necessary steps as agreed with the Council (or determined by the expert) have been taken by the Owner, a revised Offer Period is agreed/determined with the Council (or determined by the expert), and the provisions of this paragraph 2 shall apply mutatis mutandis to any such revised Offer Period.

2.13 The provisions of paragraph 2.14 do not apply and cannot be utilised by the Owner until after six (6) months from the date of grant of Planning Permission.

2.14 If the Hospital notifies the Owner in writing that the Medical Facility AfL is not going to be entered into within the Offer Period and provided paragraph 2.2 of this Schedule 2 has up and until the date of the Hospital's notification been complied with to the reasonable satisfaction of the GLA and the Council (such confirmation to be provided in writing) then the Medical/R&D Facility Floorspace can

be Occupied other than by the Hospital as a Medical Facility and this paragraph 2 shall cease to apply from the date of the written confirmation of the same from both the GLA and the Council.

SCHEDULE 3

AFFORDABLE WORKSPACE

The Owner covenants with the GLA and the Council:-

1. **AFFORDABLE WORKSPACE DELIVERY**

1.1 Not to undertake any works after the Topping Out of the Development until the Affordable Workspace Specification has been submitted to the Council and the Council has approved the specification provided always that a revised specification may be agreed from time to time by the Council in response to the specific requirements of the future occupier(s) of the Affordable Workspace.

1.2 During the Offer Period to offer the D1/B1(b) Affordable Workspace to the Hospital on terms substantially in accordance with the AWS Heads of Terms PROVIDED THAT the Owner shall be under no obligation to offer the D1/B1(b) Affordable Workspace to the Hospital if the Hospital does not enter into the Medical Facility AfL in accordance with Schedule 2.

1.3 If following the expiry of the Offer Period, the Hospital has not entered into an agreement to take a lease of the D1/B1(b) Affordable Workspace then the Owner may offer the D1/B1(b) Affordable Workspace to an Affordable Workspace Provider on terms substantially in accordance with the AWS Heads of Terms.

1.4 To construct the Affordable Workspace in accordance with the Affordable Workspace Specification approved pursuant to paragraph 1.1 of this Schedule 3.

1.5 Not to Occupy the Office Floorspace until the Affordable Workspace has been Completed in accordance with the approved Affordable Workspace Specification.

2. **AFFORDABLE WORKSPACE STRATEGY**

2.1 Unless otherwise agreed by the Council, not to Occupy the Development until the Affordable Workspace Strategy has been submitted to the Council and the Council has approved the strategy.

2.2 Unless otherwise agreed by the Council, to comply with the Affordable Workspace Strategy approved pursuant to paragraph 2.1 of this Schedule 3 until at least the 30th anniversary of the Completion of the Affordable Workspace.

3. **AFFORDABLE WORKSPACE PROVISION**

3.1 Unless otherwise agreed by the Council, not to Occupy any Part of the Affordable Workspace:-

3.1.1 other than as Affordable Workspace pursuant to an Affordable Workspace Lease until at least the 30th anniversary of the date on which that Part of the Affordable Workspace is first Occupied; and

3.1.2 unless the End User is paying rent and Service Charges that do not exceed the amounts set out in paragraph 5 of this Schedule 3.

3.2 To keep any vacant Affordable Workspace in good condition at all times.

4. **OFFER OF DISCOUNT AFFORDABLE WORKSPACE TO SOUTHWARK STUDIOS**

4.1 During the Offer Period the Owner shall use all reasonable endeavours to enter into an agreement for lease for the Discount Affordable Workspace to Southwark Studios in accordance with paragraph 5.1 of this Schedule and the relevant Heads of Terms contained in Appendix 6 to this Deed and the Southwark Studios Discount Affordable Workspace Specification contained in Part 2 of Appendix 7 to this Deed.

4.2 If, on the expiry of the Offer Period, the Owner has evidenced to the reasonable satisfaction of the Council that the Owner has complied with paragraph 4.1 of this Schedule 3 but, through no fault of the Owner, has not been able to enter into an agreement to lease the Discount Affordable Workspace to Southwark Studios it shall be permitted to lease the Discount Affordable Workspace to any Affordable Workspace Provider on the Discount Affordable Workspace terms contained in paragraph 5.2 of this Schedule 3.

5. **RENT AND SERVICE CHARGE FOR AFFORDABLE WORKSPACE**

5.1 If the tenant of the Discount Affordable Workspace is Southwark Studios then in respect of the Discount Affordable Workspace:-

5.1.1 the rent shall not exceed £12 (twelve pounds sterling) per square foot per annum Index Linked; and

5.1.2 Service Charges shall not exceed £1.20 (one pound sterling and twenty pence) per square foot per annum Index Linked.

5.2 If the tenant of the Discount Affordable Workspace is not Southwark Studios then in respect of the Discount Affordable Workspace:-

5.2.1 the rent shall be whichever is the lower of:-

(a) £12 (twelve pounds sterling) per square foot per annum Index Linked; and

(b) the amount which equates to 30% of the Local Market Rent at the relevant Local Market Rent Valuation Date Index Linked; and

5.2.2 Service Charges shall not exceed £3.00 (three pound sterling) per square foot per annum Index Linked.

5.3 In respect of the General Affordable Workspace and the D1/B1(b) Affordable Workspace:-

5.3.1 the rent shall not exceed the amount which equates to 70% of Local Market Rent at the relevant Local Market Rent Valuation Date Index Linked; and

5.3.2 Service Charges shall not exceed £3.00 (three pound sterling) per square foot per annum Index Linked.

5.4 The Owner shall not be permitted to Occupy the Affordable Workspace at rents or Service Charges which are in excess of those set out in this paragraph 5.

6. **DETERMINATION OF LOCAL MARKET RENT**

6.1 The Local Market Rent shall be determined as follows:-

6.1.1 The Owner will notify the Council of the Independent Valuer it intends to appoint for the purposes of determining the Local Market Rent and the Council shall respond in writing within 21 Working Days. If the Council refuses to approve the proposed Independent Valuer it shall provide detailed reasons in writing to the Owner. Any dispute in relation to this decision may be referred by the Owner and/or the Council to dispute resolution pursuant to clause 20 of this Deed .

6.1.2 The Owner shall appoint the approved Independent Valuer to provide a full written assessment of the Local Market Rent of the Affordable Workspace (such assessment to be prepared within 12 months of the anticipated date of first Occupation (but the valuation shall relate to the anticipated date that such areas will be available for first Occupation)), subject to any variations required by this Deed, in line with the RICS Red Book and the conclusions in the assessment will be clearly supported by comparable evidence;

6.1.3 the assessment produced by the Independent Valuer shall be submitted to the Council for approval and if approved this figure shall be deemed to be the Local Market Rent; and

6.1.4 the Owner shall pay the Council's reasonable costs incurred in connection with the Council's review and approval of the assessment of the Local Market Rent of the Affordable Workspace including the provision of any external advice up to a total maximum of £10,000 (ten thousand pounds) sterling inclusive of any VAT payable thereon.

6.2 In the event that the Council does not accept the figure provided in accordance with paragraph 6.1 of this Schedule 3 above, the parties may refer the issue to the expert for determination pursuant to clause 20 of this Deed.

SCHEDULE 4

COMMUNITY SPACE

The Owner covenants with the GLA and the Council:-

1. **COMMUNITY SPACE**

1.1 **Delivery**

1.1.1 Not to commence Above Ground Works until the Community Space Specification has been submitted to the Council and the Council has approved the specification.

1.1.2 To use reasonable endeavours to finalise the Community Space Specification in conjunction with local stakeholders including but not necessarily limited to the GLA, the Council and the local community.

1.1.3 Not to Occupy more than 40% of the Office Floorspace until the Community Space has been completed in accordance with the approved Community Space Specification fully fitted ready for use as a multi-functional community space to the reasonable satisfaction of the Council.

1.1.4 To use reasonable endeavours to enter into a lease with the Community Space Operator for the Occupation of the Community Space at a peppercorn rent (inclusive of Service Charges) prior to Occupation of more than 50% of the Office Floorspace of the Development.

1.2 **Strategy**

1.2.1 The Community Space shall not be Occupied until the Community Space Strategy has been submitted to the Council and the Council has approved the strategy.

1.2.2 Occupation of the Community Space shall be in accordance with the approved Community Space Strategy for the duration that the Development or any part of the Development remains Occupied.

1.3 **Provision**

1.3.1 Unless otherwise agreed by the Council, the Community Space shall not be Occupied other than as Community Space for the benefit of Local Community Groups and the community.

1.3.2 Other than as may be agreed within the Community Space Strategy, the Community Space shall be available to the Council, Local Community Groups and the community for community uses free of charge PROVIDED ALWAYS THAT reasonable charges may be levied by the operator of the Community Space to cover its running and management costs.

1.3.3 The implementation of the Community Space Strategy shall be annually reviewed and monitored by the Community Space Operator or the Owner for the period of 10 years commencing on the date of the Council's approval of the Community Space Strategy.

1.3.4 Unless otherwise agreed by the Council, the Community Space Operator (or the Owner in the event that the Community Space is to be operated by the Owner)) shall submit an annual monitoring report in respect of the operation and performance of the Community Space Strategy to the Council on each anniversary of the date of the Council's approval of the Community Space Strategy for the 10 year period referred to in paragraph 1.3.3 of this Schedule 4 and shall implement any reasonable recommendations made by the Council in respect of the operation of the Community Space Strategy within one month of those recommendations being made by the Council or such longer period as may be agreed as if those recommendations formed part of the approved Community Space Strategy.

SCHEDULE 5

ENERGY AND DISTRICT HEATING NETWORK

The Owner covenants with the GLA and the Council:-

1. **ENERGY**

1.1 To construct and deliver the Development in accordance with the Energy Assessment in order to achieve the Agreed Carbon Targets.

1.2 Unless otherwise agreed by the Council, to retain and maintain the energy efficiency measures delivered as part of the Development pursuant to paragraph 1.1 of this Schedule 5 for the duration of the period that the Development or any part of the Development remains Occupied.

1.3 To commission an independent assessment of the energy efficiency of the Development on first Occupation and the first and third anniversary of first Occupation to assess the extent to which the Agreed Carbon Targets have been achieved.

1.4 To provide a copy of the independent assessment of the energy efficiency of the Development to the Council within four weeks of the dates referred to in paragraph 1.3 of this Schedule 5.

1.5 In the event that the independent assessment referred to in paragraph 1.3 of this Schedule 5 above concludes that the Agreed Carbon Targets have not been met, the Owner shall submit an addendum to the Energy Assessment, within three months of providing a copy of the independent assessment to the Council pursuant to paragraph 1.4 of this Schedule 5, setting out proposals to achieve the Agreed Carbon Targets to the Council for approval.

1.6 In the event that the Council approves the proposals set out in the addendum to the Energy Assessment, the Owner shall (unless otherwise agreed by the Council) implement the proposals within 12 months of the date of the approval of the Council to the addendum to the Energy Assessment.

1.7 In the event that the Owner and the Council are unable to agree, acting reasonably, on the proposals set out in the addendum to the Energy Assessment, the Council may require the Owner to pay a further carbon off-set contribution which shall be paid by the Owner to the Council in full within 28 days of written request of payment to be made.

1.8 The carbon off-set contribution referred to in paragraph 1.7 of this Schedule 5 shall, if payable, be calculated based on £95 (ninety five pounds sterling) for every tonne of CO2 emitted per year in excess of the Agreed Carbon Targets multiplied by 30 years and Index Linked.

1.9 The Agreed Carbon Targets shall be achieved against the Development and shall disregard:-

1.9.1 any system installed by occupiers of the Development and that are not within the direct control of the Owner; and

1.9.2 any efficiency improvement/carbon reductions made through a connection to a District Heating Network.

2. **DISTRICT HEATING NETWORK ENERGY STRATEGY**

2.1 Not to Implement the Development until the District Heating Network Energy Strategy has been submitted to the Council and the Council has approved the strategy. The District Heating Network Energy Strategy shall include but not be limited to:-

2.1.1 how the Development will be designed and built so that it will be capable of a connection from the Site to the District Heating Network;

2.1.2 demonstration that the service interface within the Development can accommodate all known or expected and reasonable service entry routes including sleeves, pipework, reasonable access and space necessary for the purpose of connecting to the District Heating Network;

2.1.3 confirmation that individual supplies to the units within the Development will be metered;

2.1.4 confirmation that the pipework to each unit within the Development will be fitted with isolation valves and a heat meter so that consumption of energy can be monitored (if such technology is available at a reasonable cost);

2.1.5 confirmation that allowance has been made within the Site for hot water generation by way of heat exchangers connected to localised heating mains; and

2.1.6 as far as practical, confirmation that the necessary equipment, plant, ducts or routes for pipes, meters, materials and other technology reasonably required (including plate heat exchanger and absorption chiller) are or will be available to facilitate connection to the District Heating Network.

2.2 The Council shall provide to the Owner a written response to the District Heating Network Energy Strategy referred to in paragraph 2.1 of this Schedule 5 within 12 weeks of receipt of the same and if the Council's written response is to the effect that the District Heating Network Energy Strategy is not approved the Council must set out its reasons for not approving the said strategy and the Council and the Owner shall discuss and use reasonable endeavours to reach agreement to the District Heating Network Energy Strategy within the period of 12 weeks from the first receipt by the Council of the District Heating Network Energy Strategy or such other period as the Council and the Owner may agree.

2.3 In the event that the District Heating Network Energy Strategy is not agreed within the said 12 week period referred to in paragraph 2.2 of this Schedule 5 then either the Council or the Owner may refer the same for expert determination under Clause 20 of this Deed.

2.4 Following receipt of the Council's written approval to the District Heating Network Energy Strategy the Owner shall carry out the Development in accordance with the approved District Heating Network Energy Strategy.

2.5 If within 10 years from the date of first Occupation of the Development a Connection Notice is served by the Council on the Owner then the Owner shall within three months of receipt of the Connection Notice submit the Feasibility Study to the Council for approval. In the event that the Feasibility Study is not agreed within eight weeks of receipt than either the Council or the Owner may refer the same for determination under Clause 20 of this Deed.

2.6 If the parties agree that the Feasibility Study demonstrates that it is feasible and financially viable for the Development to connect into the District Heating Network or (failing agreement between the Council and the Owner) the expert pursuant to Clause 20 of this Deed determines that the connection of the Development to the District Heating Network is feasible and financially viable, then the Owner shall use reasonable endeavours to connect the Development to the District Heating Network in accordance with the approved District Heating Network Energy Strategy (unless otherwise agreed) within a reasonable period following the date of the joint decision by the Council and the Owner (or where applicable the expert's decision) that connection is feasible and financially viable.

3. 'BE SEEN' ENERGY MONITORING

3.1 The Development shall not be Occupied until the Owner has provided the GLA with updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it).

3.2 All data and supporting evidence should be submitted to the GLA pursuant to paragraph 3.1 of this Schedule 5 using the Energy Monitoring Portal in accordance with the GLA 'Be seen' energy monitoring guidance ('Be seen' energy monitoring guidance | London City Hall).

3.3 The Development shall not be Occupied until the Owner has submitted to the GLA, and received approval of, evidence 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).

3.4 From the date which is the later of:

3.4.1 The date which is one year following first Occupation of the Development; or

3.4.2 the end of the Defects Liability Period;

and for the next four years following that date the Owner shall submit to the GLA accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

3.5 All data and supporting evidence that is required to be submitted under paragraph 3.4 of this Schedule 5 should be submitted to the GLA using the Energy Monitoring Portal in accordance with the GLA 'Be seen' energy monitoring guidance ('Be seen' energy monitoring guidance | London City Hall).

3.6 In the event that the 'In-use stage' evidence submitted under paragraphs 3.4 and 3.5 of this Schedule 5 shows that the 'As-built stage' performance estimates derived from paragraphs 3.1 and 3.2 of this Schedule 5 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraphs 3.4 and 3.5 of this Schedule 5 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 shall be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 6

FINANCIAL CONTRIBUTIONS

The Owner covenants with the GLA and the Council: -

1. Not to Commence the Development until the Owner has paid to the Council in full:-

1.1 the Archaeology Contribution.

2. Not to Implement the Development until the Owner has paid to the Council in full:-

2.1 the Carbon Green Fund Contribution;

2.2 the Raised Tables Contribution;

2.3 the Footway Reconstruction Contribution; and

2.4 the Resurfacing Works Contribution.

3. Not to Implement the Development until the Owner has paid to TfL on behalf of the GLA:

3.1 Bus Improvements Contribution;

3.2 Cycle Hire Docking Station Contribution;

3.3 the Legible London Contribution; and

3.4 £50,000 (fifty thousand pounds) of the Healthy Streets Scheme Contribution.

4. To pay to TfL on behalf of the GLA on or before the date which is six months prior to the anticipated date of Occupation of the Development the remaining £250,000 (two hundred and fifty thousand pounds) of the Healthy Streets Scheme Contribution, and the Development shall not be Occupied until such sum has been paid.

5. If any tree is planted as part of the Development or any replacement tree that is planted pursuant to the requirements of condition 24 of the Planning Permission and/or the Highway Works Specification dies within the period of five years following Completion of the Development and such tree is not replaced within the next planting season with a tree with at least an equivalent canopy cover ("**Unreplaced Tree**") the Owner shall pay:

5.1 to the Council; or

5.2 subject to clause 21.1 where the relevant tree is located on the TLRN to the GLA;

the Tree Contribution for each Unreplaced Tree within a period of 28 days of receipt of a request for such sum to be paid and thereafter the Owner shall no further liability to replace or maintain such tree.

SCHEDULE 7

EMPLOYMENT

The Owner covenants with the GLA and the Council:-

1. **EMPLOYMENT IN CONSTRUCTION**

1.1 Not to Implement the Development until the Employment and Skills Methodology has been submitted to the Council and the Council has approved the methodology.

1.2 The Employment and Skills Methodology shall include but not be limited to the following matters: (i) the method by which a Construction Industry Employment Contact shall be appointed and (ii) the responsibilities of the Construction Industry Employment Contact which shall include the following:-

1.2.1 identifying Sustainable Employment Opportunities to lead to Sustained Construction Industry Employment;

1.2.2 encouraging applications from Unemployed Borough Residents by liaising with Jobcentre Plus services within the Borough, employment service providers including Southwark Works, the voluntary and community sector, training providers and careers service providers including the Southwark Education Business Alliance;

1.2.3 commissioning Short Courses where necessary and identifying financial resources for the delivery of appropriate construction industry training and skills certification;

1.2.4 providing training to selected Unemployed Borough Residents in pre-employment skills, basic construction skills and site safety;

1.2.5 supporting Unemployed Borough Residents and their employers through the transition into Sustained Construction Industry Employment; and

1.2.6 recruiting Borough residents into Construction Industry Apprenticeships.

1.3 To appoint and retain a Construction Industry Employment Contact throughout the Construction Industry Employment Contact Period.

1.4 To use reasonable endeavours during the Construction Industry Employment Contact Period to:-

1.4.1 place a minimum of 67 Unemployed Borough Residents into Sustained Construction Industry Employment;

1.4.2 train a minimum of 67 Borough residents using Short Courses;

1.4.3 provide a minimum of 16 new Construction Industry Apprenticeships or NVQ Starts;

1.4.4 ensure that their contractors and sub-contractors shall work with the Construction Industry Employment Contact and with local employment and skills agencies approved by the Council to recruit Borough residents into Construction Industry Apprenticeships; and

1.4.5 produce the Construction Industry Employment and Training Report.

1.5 Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Completion of the Development, the Council will assess if the targets outlined in paragraphs 1.4.1 to 1.4.5 of this Schedule 7 have been achieved within 28 days of the Owner submitting the final Construction Industry Employment and Training Report and such other evidence as the Council may reasonably require.

1.6 In the event that the targets in paragraphs 1.4.1 to 1.4.5 of this Schedule 7 have not been achieved (irrespective of the use of reasonable endeavours), the Council will notify the Owner in writing of the

calculation of the Construction Industry Employment and Training Contribution which shall be calculated using the following formula:-

1.6.1 Shortfall against number of Unemployed Borough Residents in Sustained Construction Industry Employment x £4,300 (four thousand three hundred pounds sterling);

1.6.2 Shortfall against number of Borough residents trained in Short Courses x £150 (one hundred and fifty pounds sterling);

1.6.3 Shortfall against number of Construction Industry Apprenticeships or NVQ Starts x £1,500 (one thousand five hundred pounds sterling).

1.7 The Owner will pay the Construction Industry Employment and Training Contribution(s) to the Council within 28 (twenty-eight) days of the notice of receipt of a request for the sum to be paid.

2. **LOCAL PROCUREMENT**

In association with the carrying out of the Development:

2.1 To work with the Council or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws achieve the procurement of construction contracts and goods and services from organisations based in the Borough in accordance with this paragraph 2.

2.2 To use reasonable endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.

2.3 To:-

2.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and to liaise with the Council through the Construction Industry Employment Contact to increase opportunities for local firms and people and use reasonable endeavours to ensure that any contractors and sub-contractors do the same;

2.3.2 include a written statement in their contracts with any contractors and sub-contractors encouraging them to liaise with the Council to discuss, agree and implement the arrangements as set out in this paragraph 2.3 and also in the Southwark Economic Wellbeing Strategy 2012-2022;

2.3.3 brief contractors and sub-contractors on the requirements of this paragraph 2.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;

2.3.4 advertise sub-contracting and tendering opportunities to SMEs (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including any list of pre-qualified firms by the Council's Procurement Team) and the local press; and

2.3.5 with its contractors and sub-contractors resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before Implementation and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

2.4 To pay not less than the London Living Wage as may be amended by the Living Wage Foundation from time to time to all those employed on Site (except in relation to volunteers, apprentices and interns) during the construction of the Development.

3. **EMPLOYMENT IN THE END USE DEVELOPMENT**

3.1 Not later than six months prior to the Occupation of the Development the Owner shall submit an Employment and Skills Plan to the Council for approval.

3.2 The Employment and Skills Plan shall:-

3.2.1 identify 227 suitable Sustainable Employment Opportunities for Unemployed Borough Residents in the End Use of the Development;

3.2.2 identify the detailed mechanism through which the Sustainable Employment Opportunities will be filled including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who will co-ordinate implementation of the Employment and Skills Plan and liaise with the Council;

3.2.3 define key milestones to be achieved and provide profiles for filling the Sustainable Employment Opportunities;

3.2.4 identify skills and training gaps required to gain Sustained Employment in the End Use of the Development, including the need for pre-employment training; and

3.2.5 encourage applications from suitable Unemployed Borough Residents by liaising with the local Jobcentre Plus, employment service providers including Southwark Works, voluntary and community sector, training providers and careers service providers, including the Southwark Education Business Alliance.

3.3 The Owner shall submit the Employment and Skills Plan Report during the Employment and Skills Plan Period.

3.4 In the event that the Owner does not produce an Employment and Skills Plan or such plan is not approved by the Council, the Owner will pay the Default Employment in the End Use Contribution within 28 days of receiving written notice from the Council.

3.5 If the Owner pays the Council the Default Employment in the End Use Contribution pursuant to paragraph 3.4 of this Schedule 7 paragraphs 3.6 to 3.8 of this Schedule 7 shall not apply.

3.6 Following the submission of the final Employment and Skills Plan Report at the end of the Employment and Skills Plan Period, the Council will assess if the targets included in the Employment and Skills Plan have been achieved within 28 days of the Owner submitting the final Construction Industry Employment and Training Report and such other evidence as the Council may reasonably require.

3.7 In the event that the targets in the Employment and Skills Plan have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Owner in writing of the Employment in the End Use Contribution which shall be calculated using the following formula:-

3.7.1 Shortfall against number of Unemployed Borough Residents in Sustained Employment within the End Use of the Development x £4,300 (four thousand three hundred pounds sterling).

3.8 The Owner will pay the Employment in the End Use Contribution to the Council within 28 (twenty-eight) days of receipt of a request for the sum to be paid pursuant to paragraph 3.7 of this Schedule 7 and thereafter shall have no further liability under this paragraph 3.

4. APPOINTED EMPLOYMENT AND SKILLS DELIVERY PARTNER

4.1 Unless otherwise agreed with the Council, to consider appointing Good People as the delivery partner for the employment and skills obligations in this Schedule 7.

SCHEDULE 8

HIGHWAYS AND TRANSPORT

The Owner covenants with the Council:-

1. **HIGHWAY WORKS**

1.1 Unless otherwise agreed by the Council and TfL, not to commence Above Ground Works until the Highway Works Specification(s) has/have been submitted to the Director of Planning and Growth, the Highway Development Manager and/or TfL (as appropriate) and the Director of Planning and Growth, the Highway Development Manager and/or TfL Director of Spatial Planning (as appropriate) has approved the specifications.

1.2 Not to commence the Highway Works until it has entered into the Highways Agreement with the Council (and the Council hereby covenants to also enter into the Highways Agreement with the Owner) and/or TfL (as the case may be) for the purpose of authorising the Highway Works and securing them to the value of the Highway Works Bond.

1.3 Not to Occupy the Development until the Highway Works approved pursuant to paragraph 1.1 of this Schedule 8 have been completed in accordance with the Highways Agreement unless alternative dates have been agreed in the relevant Highways Agreement or where the relevant highway authority is undertaking the Highway Works the Owner has paid the costs for these works to the relevant highway authority.

2. **TRAVEL PLAN**

2.1 Not to Occupy any part of the Development until the Travel Plan for such part has been submitted to the Council and the Council has approved the plan.

2.2 To implement and comply with the Travel Plan approved pursuant to paragraph 2.1 of this Schedule 8 for the duration that the Development or any part of the Development remains Occupied.

3. **DELIVERY AND SERVICE PLAN**

3.1 Not to Occupy more than 75% of the Commercial Floorspace until the Delivery and Service Monitoring Plan has been approved by the Council.

3.2 To comply with the approved Delivery and Service Monitoring Plan for the duration of the Delivery and Service Monitoring Period.

3.3 Not to Occupy more than 75% of the Commercial Floorspace until the Delivery and Service Monitoring Fee and the Delivery and Service Cash Deposit have been paid to the Council in full.

3.4 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:-

3.4.1 the Owner fails to submit or agree the Delivery and Service Monitoring Plan before Occupation of more than 75% of the Commercial Floorspace;

3.4.2 the Owner fails to submit any of the monitoring reports required to be submitted to the Council in accordance with the terms agreed as part of the relevant Delivery and Service Monitoring Plan approved by the Council pursuant to paragraph 3.1 of this Schedule 8; or

3.4.3 after an initial warning to the Owner in writing from the Council, the number of Delivery and Service Motorised Vehicles visiting the Development exceeds the Delivery and Service Baseline Figure.

3.5 On the expiry of the Delivery and Service Monitoring Period, the Owner shall notify the Council and TfL that the Delivery and Service Monitoring Period has expired and provide an assessment as to whether or not the objectives set out within the Delivery and Service Plan have been achieved and

a copy of the log book compiled during the Delivery and Service Monitoring Period. In the event the Council is satisfied (in consultation with TfL and acting reasonably) that the objectives and targets have been met, the Council shall return the Delivery and Service Cash Deposit with any interest which may have accrued within 28 days of a determination that the objectives and targets have been met.

3.6 In respect of paragraph 3.4.3 of this Schedule 8, the Council and TfL shall be entitled to rely on either data obtained as part of the monitoring reports provided by the Owner or as part of its own monitoring and in the event of any dispute or difference this may be referred for expert determination under clause 20 of this Deed.

SCHEDULE 9

PUBLIC REALM & APPOINTED ARCHITECTS

The Owner covenants with the GLA and the Council:-

1. **PUBLIC REALM**

1.1 Not to commence Above Ground Works until the Public Realm Specification has been submitted to the Council for approval.

1.2 Not to Occupy the Development until all of the Public Realm Works have been Completed in accordance with the Public Realm Specification approved pursuant to paragraph 1.1 of this Schedule 9 and to the reasonable satisfaction of the Council.

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

1.4 To deliver the Public Realm Works in accordance with the Public Realm Specification approved pursuant to paragraph 1.1 of this Schedule 9 and not, unless otherwise agreed by the Council, to use the Public Realm from the date of first Occupation of the Development, other than as public realm in accordance with this Schedule 9.

2. **DEFECTS**

2.1 For the duration of the Defects Period, the Owner shall at its own expense and at no expense to the Council or TfL and to the reasonable satisfaction of the Council:-

2.1.1 maintain the Public Realm Works; and

2.1.2 make good any defects arising out of defective design or workmanship discovered during the Defects Period and between the expiry thereof and the issue of the relevant Final Certificate,

PROVIDED THAT the Defects Period shall be deemed to continue until any necessary remedial works have been properly completed and the relevant Final Certificate issued and for the avoidance of doubt the Council reserves the right to issue a Final Certificate only in respect of part(s) of the Public Realm Works and as many times as necessary until the entirety of the Public Realm Works meet with its reasonable satisfaction and the Council will provide a certificate of discharge of the Owner's obligations in relation to the Public Realm Works once it is satisfied that they have all been completed in accordance with the terms of this Schedule 9.

2.2 For the avoidance of doubt the Defects Period and the issue of a Provisional Certificate and a Final Certificate in respect of the Public Realm Works are exercisable by the Council as local planning authority (in consultation with the relevant highway authority) and as such are without prejudice to any further defects period or certification process which may apply by virtue of any agreement entered into pursuant to section 38/278 of the Highways Act 1980.

3. **MAINTENANCE**

3.1 In addition to the Defects Period referred to in paragraph 2 of this Schedule 9, with effect from the date on which the public are permitted access to the Public Realm, the Owner shall:-

3.1.1 at no cost to the Council or TfL permanently maintain, cleanse, drain and keep maintained, cleansed and drained the Public Realm;

3.1.2 keep the Public Realm clean and tidy and free from deposits of waste, rubbish or refuse;

3.1.3 keep the Public Realm in such secure and sound condition generally as will afford to the general public the free unobstructed and safe use thereof;

3.1.4 at no cost to the Council or TfL permanently maintain a system of lighting to the reasonable satisfaction of the Council (and TfL to the extent on or affecting the TLRN) and ensure that such lighting operates effectively at all times whilst the Public Realm is open to the public subject to matters outside its reasonable control; and

3.1.5 at all times repair maintain cleanse drain and light the Public Realm in all respects to at least a comparable standard as if the Public Realm were being maintained by the relevant highway authority.

4. **ACCESS**

4.1 Subject to paragraphs 4.3 and 4.4 of this Schedule 9, to provide full unrestricted public access free of charge to the Public Realm (which shall commence no later than first Occupation unless otherwise agreed with the Council) 24 hours a day every day throughout the calendar year and not to gate off any part of the Public Realm, or erect any signs or notices to discourage the general public from accessing or using the Public Realm.

4.2 From and including the date on which the Development is first Occupied and subject to paragraphs 4.3 and 4.4 of this Schedule 9, to provide full unrestricted public access free of charge through the Internal East/West Route between 07.00 (am) and 10.00 (pm) every day throughout the calendar year.

4.3 The Public Realm and Internal East/West Route may be closed to the public for no more than one continuous 24 hour period in any calendar year to prevent the creation of any public or private rights over the Public Realm and/or Internal East/West Route from coming into being by means of prescription or other process of law and the Parties hereby agree that there is no intention to create any public rights of way or any other public rights over the Public Realm and Internal East/West route (and the Owner may erect such appropriate signage, subject to obtaining any necessary consents, as is necessary to prevent such rights).

4.4 The Owner may temporarily restrict or prevent access to the Public Realm and/or Internal East/West Route or part(s) thereof by giving reasonable prior notice to the Council (except in cases of emergency or danger to the public when no prior notice or consent shall be required) but only for the following circumstances:-

4.4.1 the repair maintenance and resurfacing of the Public Realm or Internal East/West Route;

4.4.2 the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Public Realm or Internal East/West Route;

4.4.3 the inspection maintenance repair renewal rebuilding demolition or development of any buildings now or hereafter on the Site or any part thereof;

4.4.4 as a result of a fire drill or evacuation;

4.4.5 if in the reasonable opinion of the Owner there is danger to the public;

4.4.6 for any event or activity that the Owner wishes to undertake provided the same is first agreed by the Council; and

4.4.7 for any other reasonable and sufficient cause and for such reasonable period as may be agreed by the Council.

4.5 If the Council requests the closure of the Public Realm and/or Internal East/West Route to the public so as to avoid or prevent injury or damage to the general public then the Owner shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the Public Realm and/or Internal East/West Route (as appropriate) to the public for so long as may be required by the Council.

4.6 In the event of closure of any part(s) of the Public Realm and/or Internal East/West Route (as appropriate) by reason of emergency or danger or risk of injury or damage to the general public (whether at the Council's behest or not), the Owner shall promptly take all steps as are reasonably necessary which it may reasonably and practicably take to remove or overcome the emergency, danger or risk of injury or damage to the general public, failing which the Council may enter the Site and undertake the said steps and recover the reasonable costs of doing so from the Owner but only after having first provided the Owner with a reasonable opportunity to carry out the said steps.

4.7 To comply with the principles of the Public London Charter in respect of the management of the Public Realm published by the GLA and dated 8 October 2021 and any amendment or replacement thereof.

4.8 The provisions of paragraph 4 of this Schedule 9 are without prejudice to the ability of the Owner to eject from or refuse access to the Public Realm to any person(s) conducting themselves in a disorderly manner or behaving indecently or causing a nuisance.

5. **ESTATE (ENVIRONMENTAL) MANAGEMENT PLAN**

5.1 Not to Occupy the Development until the Estate (Environmental) Management Plan has been submitted to the Council for approval (in consultation with TfL).

5.2 To comply with the approved Estate (Environmental) Management Plan for the duration that the Development or any part of the Development remains Occupied.

6. **APPOINTED ARCHITECTS**

Unless otherwise agreed by the Council, to retain the Appointed Architects (or such other suitably qualified architects with regards to their level of expertise, experience, reputation and recognition approved by the Council) to oversee or carry out the RIBA Stage 3 and 4 design work in order to ensure the detailed design of the Development, including the provision of the Public Realm, reflects the quality of the scheme presented to the Council and the GLA during the determination of the Planning Application.

SCHEDULE 10

THE GLA'S AND THE COUNCIL'S COVENANTS

The GLA and/or the Council covenant separately with the Owner:-

1. **GLA & COUNCIL'S OBLIGATIONS**

1.1 The GLA and the Council shall, pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a GLA and/or Council revenue account and the Parties agree that this shall be without prejudice to the GLA and Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

1.2 Subject to paragraph 1.3 of this Schedule 10 to use the Contributions only for the purposes for which they are paid.

1.3 To the extent that the purpose for which any Contribution or sum paid pursuant to this Deed can be reasonably provided by the Council or GLA for less than the corresponding amount identified for its provision in this Deed, the resulting surplus and interest may be expended or applied by the Council or GLA as appropriate on any of the other facilities referred to in this Deed.

1.4 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained within this Deed subject to the payment of the Council’s reasonable costs in connection with any such request and PROVIDED THAT any such requests do not exceed one per calendar year.

1.5 The GLA shall issue the Planning Permission promptly on completion of this Deed.

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 SOUTHWARK** was hereto affixed in the presence of:

…….. ……

Full Name (Authorised Signatory) Signature of Authorised Signatory

Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by **NETWORK RAIL VY1 LIMITED** acting by:

…… ……

Full Name (Director) Director

in the presence of:-

……

Full Name (Witness)

……

……

…… ……

Address Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **NETWORK RAIL VY2 LIMITED** acting by:

…… ……

Full Name (Director) Director

in the presence of:-

……

Full Name (Witness)

……

……

…… ……

Address Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **ST THOMAS BERMONDSEY LIMITED** acting by:

…… ……

Full Name (Director) Director

in the presence of:-

……

Full Name (Witness)

……

……

…… ……

Address Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **BENJAMIN VICTOR SHEDDEN SCRIMGEOUR**:

……

Signature

in the presence of:-

……

Full Name (Witness)

……

……

…… ……

Address Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **GEOFFREY HAWKES**:

……

Signature

in the presence of:-

……

Full Name (Witness)

……

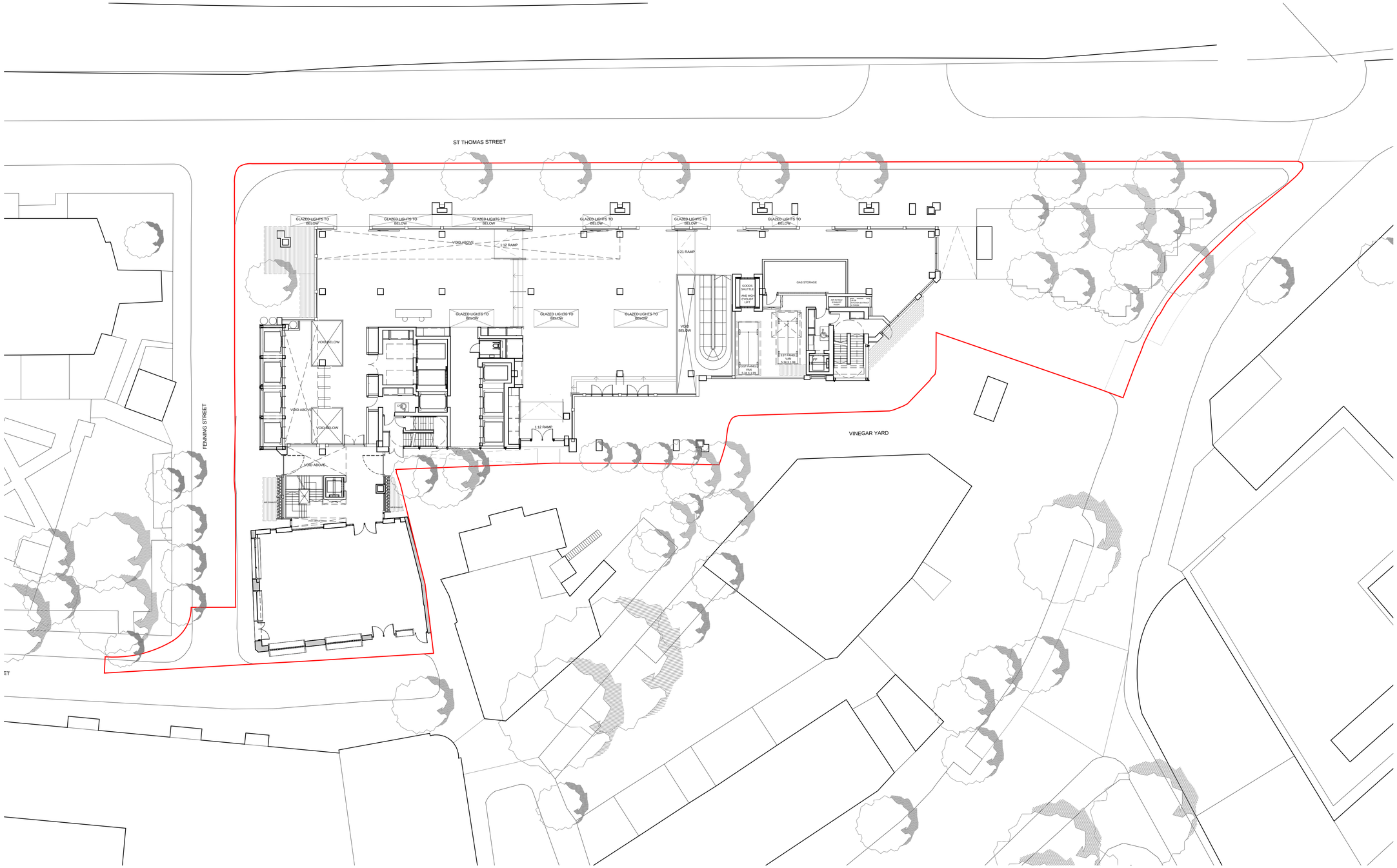
……

…… ……

Address Signature of Witness

APPENDIX 1

SITE PLAN



APPLICATION BOUNDARY

N

0 12.5M 25M 50M

SCALE: 1:500

KPF

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St. Thomas St
SE1 3QR

Client
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Tel: 016 2862 3423

Planning Consultant
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Tel: 020 7493 4002

Structural Consultant
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Environmental Consultant
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Transport Consultant
Caneparo Associates
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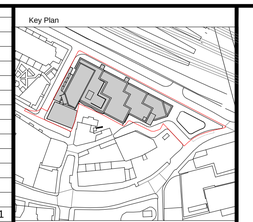
Tel: 020 3617 8200

Cost Consultant
Arcadis
Arcadis House, 34 York Way
London, N1 9AB
Tel: 0 20 7812 2099

No.	Issue	Check	Date
00	S106 Drawing Pack	AF	Dec 2021

Key Plan



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Proj. No. 2472
Project: Vinegar Yard

Scale	Drawn by	Checked by
1:200 @ A1	SD	SE

Drawing Title and No.
SITE PLAN

No. SK-100
Rev. 00

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APPENDIX 2

MEDICAL FACILITY HEADS OF TERMS

Note that all defined terms are as defined within the Section 106 Agreement unless otherwise stated or defined in this Appendix 2.

1. **The Landlord**

   The Owner or St Thomas Bermondsey Limited (company registration number 10878051) whose registered office is at 1st Floor, 1 Red Place, London, W1K 6PL (being the Developer).

2. **The Tenant**

   Guys and St Thomas' NHS Foundation Trust, Trust Offices, St Thomas' Hospital, Westminster Bridge Road, London, SE1 7EH ("GSTT") or such other NHS institution as provided for in the Section 106 Agreement (being the Hospital).

3. **The Premises**

   The Medical Facility.

4. **Term**

   Not less than 40 years.

5. **Landlord and Tenant Act 1954**

   The lease would have the benefit of the security of tenure provisions under the Landlord and Tenant Act 1954.

6. **User**

   Use Class D1 and all ancillary uses.

7. **Compliance with Planning Permission and Section 106 Agreement**

   The Hospital to comply with the terms of the Planning Permission and Section 106 obligations relating to the Premises. The Hospital are not to be responsible for rectifying any pre-existing breaches of the Planning Permission which shall remain the responsibility of the Landlord.

8. **Repair**

   The Landlord to be responsible for carrying out repairs, decoration and maintenance to the external and structural parts of the Premises.

   The Hospital to be responsible for carrying our repairs, decoration and maintenance to the interior of the Premises.

9. **Rent and Service Charge**

   Rent payable quarterly in advance from Completion.

   Upwards only rent review subject to RPI on a 5-yearly basis.

   The initial rent for the Premises shall be an amount which is forecast to deliver a profit of 15% on cost, such costs to be the costs of development including but not limited to acquisition price and all costs of acquisition, construction and fitout, all professional fees, finance costs and any applicable non-recoverable taxes.

   The Hospital to contribute a reasonable proportion towards the building service charge excluding common parts which exclusively serve parts of the building other than the Premises.

10. Alterations

The Hospital shall not carry out any structural alterations to the Premises.

The Hospital may carry out internal, non-structural alterations to the Premises without the Landlord's consent.

11. Insurance

The Landlord to be responsible for insuring the building at a market rate and shall be entitled to recover a reasonable contribution from the Hospital in relation to the Premises.

12. Rights Granted

The Hospital shall be granted full rights of access to all necessary facilities for use of the Premises to include emergency escape rights, loading facilities, refuse facilities, and cycle facilities.

13. Lease

Completion of the lease to be conditional on Completion of the Premises.

14. Alienation

Ability to sub-let the whole or part. A right of assignment of the whole only to another public body with an equivalent credit rating agency standing.

15. Specification

Delivery of the Premises by the Landlord shall be to Shell and Core Standard.

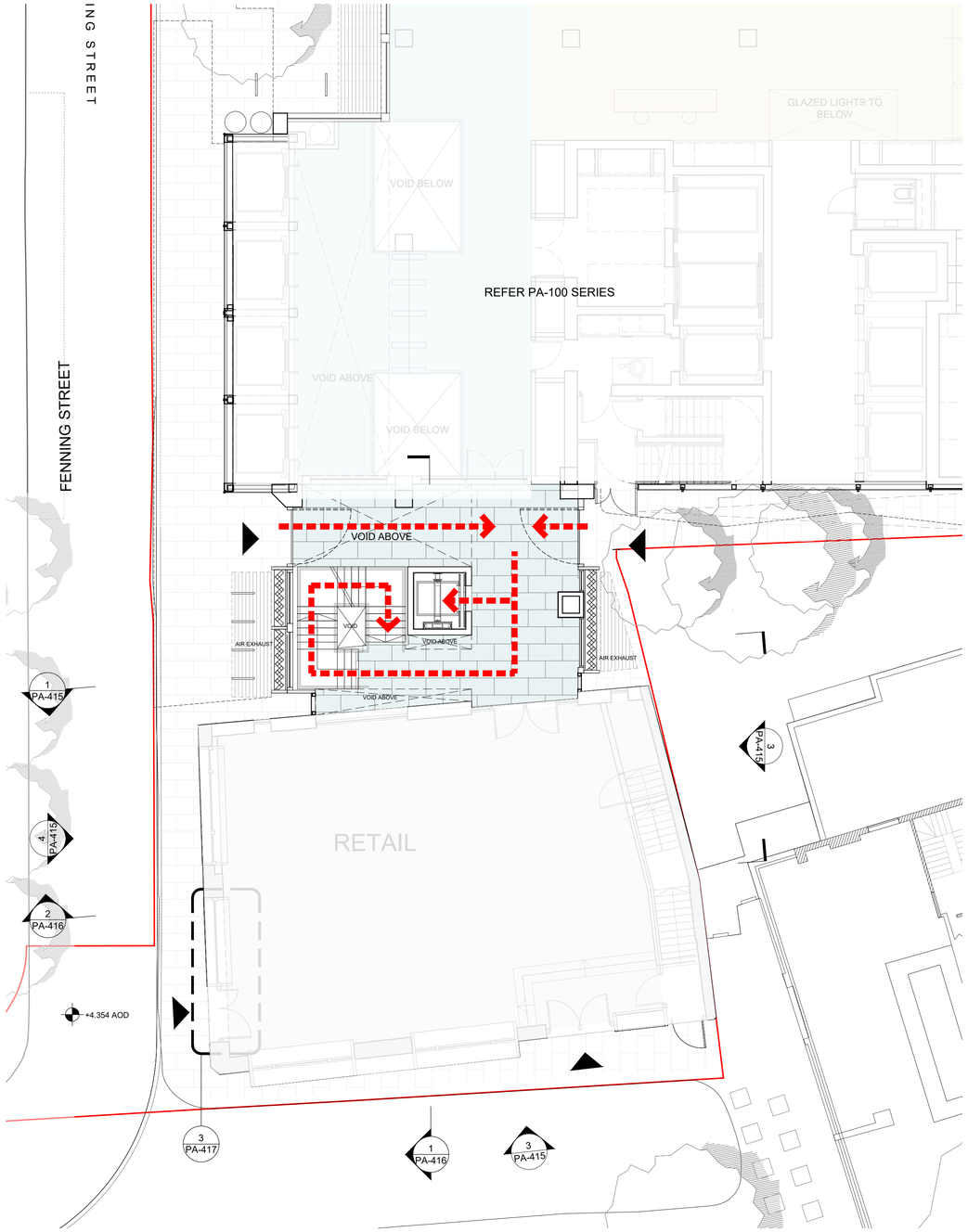
16. Professional Fees

The Landlord and Hospital to bear own costs in connection with the transaction.

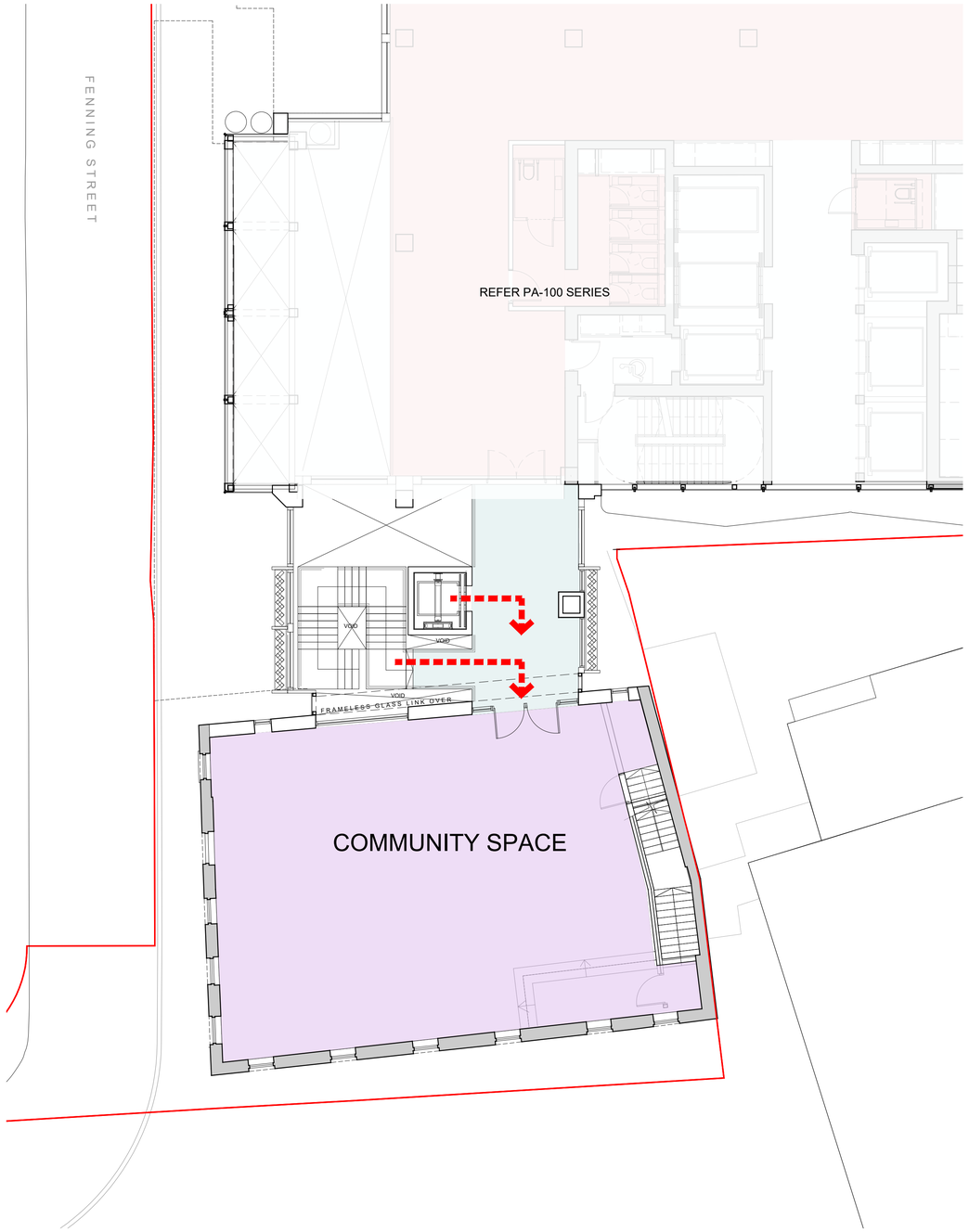
APPENDIX 3

COMMUNITY SPACE PLAN

NOTES:
- BASED ON SURVEY CONDUCTED DECEMBER 2018
- NOT FOR CONSTRUCTION
- SITE CONDITION TO BE VERIFIED PRIOR TO CONSTRUCTION



1 PLAN - WAREHOUSE LEVEL 0
SCALE: 1:100
INDICATIVE LAYOUT



2 PLAN - WAREHOUSE LEVEL 1
SCALE: 1:100
INDICATIVE LAYOUT

DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- B1(a) OFFICE
- B1 AFFORDABLE WORKSPACE
- D1/ B1(b) AFFORDABLE WORKSPACE
- COMMUNITY SPACE
- SHARED AFFORDABLE WORKSPACE/ COMMUNITY HALL LOBBY
- A1 - A4 RETAIL
- D1 MEDICAL/ B1(b) RESEARCH AND DEVELOPMENT
- BICYCLE FACILITIES
- PLANT
- TERRACE
- COMMUNITY AND CULTURAL SPACE ACCESS ROUTE

APPLICATION BOUNDARY

N

0 2.5M 5M 10M
SCALE: 1:100

KPF

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Caneparo Associates
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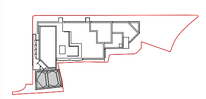
Tel: 0 20 7812 2099

No.	Issue	Check	Date
01	Comm Space Name Revision	SE	May 2025
00	S106 Drawing Pack	AF	Dec 2021

Key Plan



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1:200 @ A1	SD	SE

Drawing Title and No.
COMMUNITY SPACE PLAN
INDICATIVE LAYOUT

No. SK-105 | Rev. 01

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APPENDIX 4

PUBLIC REALM PLANS

PUBLIC REALM PLAN

PUBLIC REALM ILLUSTRATIVE PLAN

Key

1 Pocket park - soft landscape

2 Access route - hard landscape

3 Vinegar Yard building

4 St Thomas Street

5 London Bridge Station

Hard landscape

Paving

Stepping stones

Kerbs

Bench

Cycle stand

Lighting column

Automated underground cycle storage

Soft landscape

Soft planting

Proposed tree

Existing tree

Red line boundary

Rev	Date	Description	By	Chk
00	19/07/22	Public Realm Works Plan	JS	GC
01	15/09/22	Updated key	JS	GC
02	04/11/24	TL Comments	SHS	SB

Rev	Date	Description	By	Chk

Note: Please refer to SK-106 PUBLIC REALM PLAN indicating area of enhanced public realm forming part of the section 278 works.

Note: Illustrative plan.

0m 1 2 3 5 10

Project: Vinegar Yard

Client: CIT Group Partners LLP

Drawing title: Public Realm Works Plan

Drawing status: For Information

Drawn by: SHS

Date: 04/11/24

Checked: SB

Drawing number: 8350-PL-GA-101-P

Rev: 02

Scale: 1:200 @ A1

SPACEHUB

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www.spacehubdesign.com

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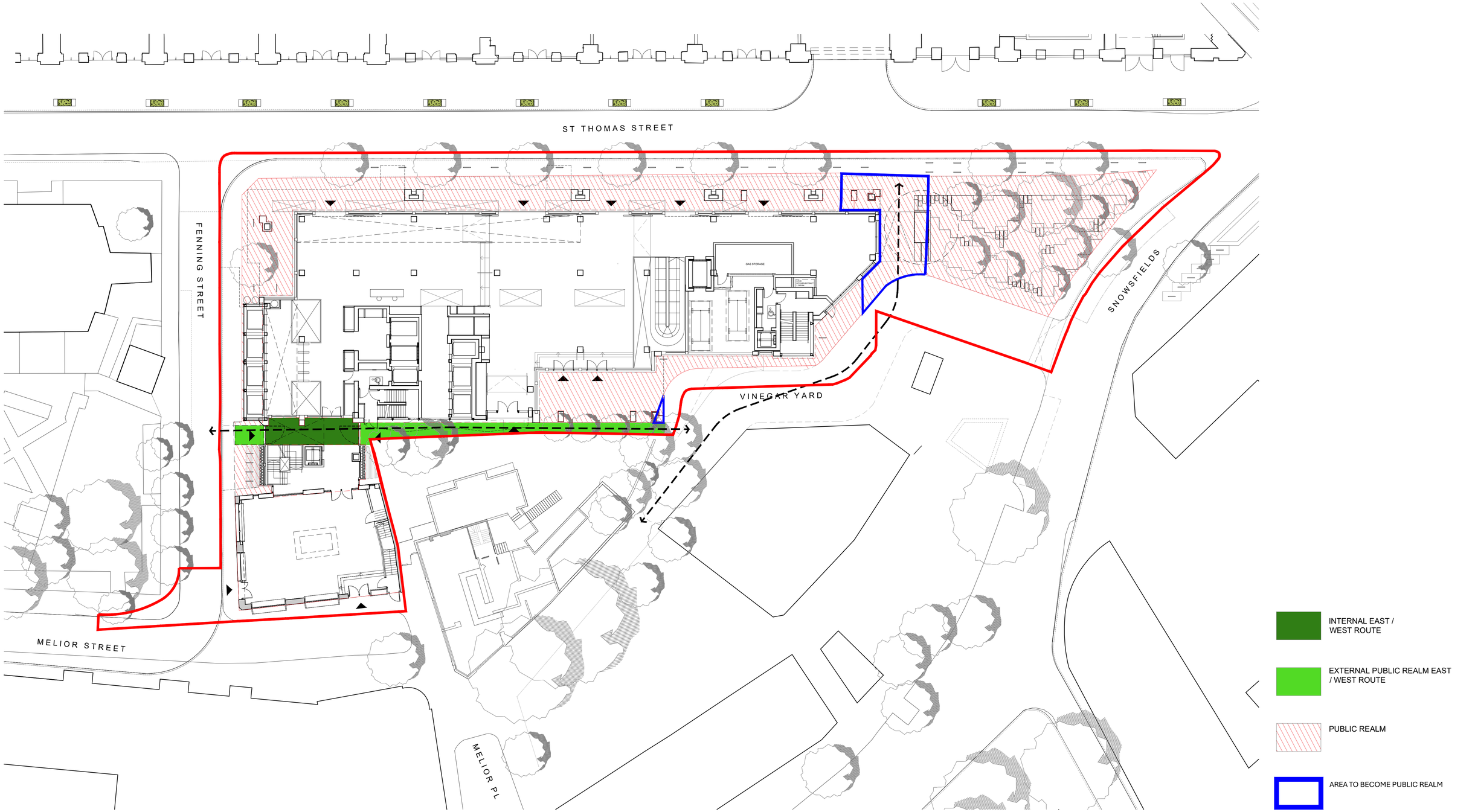

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No.	Issue	Check	Date
09	TL Comments	SE	07/02/25
08	TL Comments	SE	10/12/24
07	TL Comments	SE	25/11/24
06	TL Comments	SE	01/11/24
05	TL Comments	SE	23/10/24
03	GLA Comments	AF	06/03/23
02	S106 GLA Comments	AF	16/01/23
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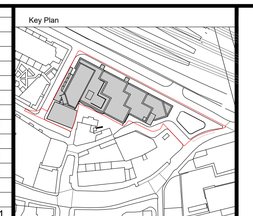
00	S106 Drawing Pack	SE	Dec 2021

Key Plan



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Proj. No. 2472
Project: Vinegar Yard
Scale: 1:200 @ A1
Drawn by: SE
Checked by: SE
Drawing Title and No.: PUBLIC REALM EXTENT PLAN
No. SK-106
Rev. 09

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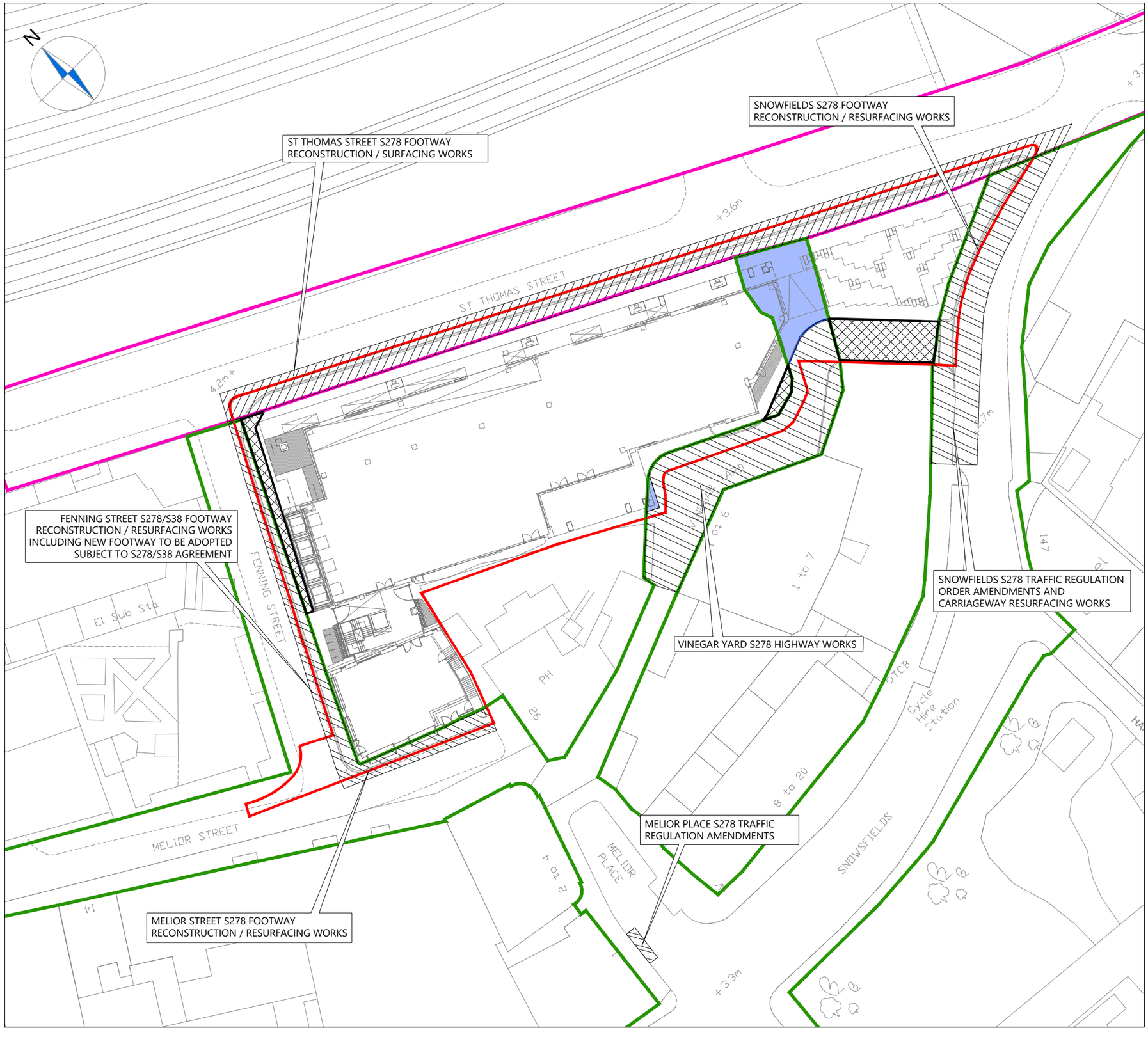
APPENDIX 5

HIGHWAY WORKS PLAN



NOTES

1. Do not scale from this drawing.
2. This drawing to be read & printed in colour.
3. This drawing is for illustrative purposes only.

KEY:

- RED LINE SITE BOUNDARY
- EXISTING ADOPTED HIGHWAY (LONDON BOROUGH OF SOUTHWARK)
- EXISTING ADOPTED HIGHWAY (TRANSPORT FOR LONDON)
- HIGHWAY TO BE STOPPED UP SUBJECT TO STOPPING UP ORDER
- PROPOSED LB SOUTHWARK HIGHWAY WORKS
- PROPOSED HIGHWAY WORKS TO THE TLRN
- LAND TO BE DEDICATED AS HIGHWAY FOLLOWING COMPLETION OF WORKS

Rev	Details	Drawn	Checked	Date
E	Minor changes to areas.	HE	DR	05.12.2024
D	Note change and stopping up area added.	HE	DR	07.11.2024
C	Minor coordination adjustments.	HE	DR	01.11.2024
B	Dedication land added & related changes.	HE	DR	25.10.2024
A	Revised and amended areas.	HE	DR	19.12.2022

REVISION HISTORY

Status: ☐ Preliminary ☐ For Approval ☐ For Construction ☑ For Information ☐ For Tender ☐ As Built

Client:

St Thomas Bermondsey Limited

Project:

Vinegar Yard

Drawing Title:

Highway Works Plan

Scale:	Size:
1:500	A3

Drawn by:	Checked by:	Date:
JS	DR	16.09.2022

CANEPARO ASSOCIATES
Transport Planning & Highway Design
21 Little Portland Street • London • W1W 8BT • Tel. 020 3617 8200

Scheme Ref:	Drawing No:	Sheet :	Rev:
3430	SK015	1 of 1	D

CA_3430_SK015 E - HIGHWAY WORKS PLAN.DWG

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APPENDIX 6

AFFORDABLE WORKSPACE HEADS OF TERMS

These heads of terms apply separately to each Part of the Affordable Workspace as expressly set out. Defined terms should be interpreted in accordance with the Section 106 Agreement of which this Appendix forms part.

Demise	The relevant Part of the Affordable Workspace, being a total of 3,067 sq m (GIA) of the Development and consisting of the following Parts: (a) 842 sq m (GIA) which is located on Basement Level 1 and Basement Mezzanine ("**General Affordable Workspace**"); (b) 1,190 sq m (GIA) located on Basement Level 1 and Basement Mezzanine proposed to be let to Southwark Studios or another Affordable Workspace Provider ("**Discount Affordable Workspace**"); and (c) 1,035 sq m (GIA) located on the Ground Floor Mezzanine ("**D1/B1(b) Affordable Workspace**"), and which are illustratively shown on the plans labelled Affordable Workspace Plan Level B1, Affordable Workspace Plan Level 00M, and Affordable Workspace Plan Level BM contained at Appendix 8 of the Section 106 Agreement.
Lease	Internal repairing lease for a term of up to 30 years to commence no earlier than Practical Completion of the relevant Part of the Affordable Workspace unless at the request of the tenant.
Use	**General Affordable Workspace** - B1 use **Discount Affordable Workspace** - B1 use **D1/B1(b) Affordable Workspace** - D1/B1(b) use
Rent	**General Affordable Workspace** - 30% discount on the Local Market Rent. **Discount Affordable Workspace** - £12 per square foot (index linked) per annum if let to Southwark Studios. Otherwise the lower of £12 per square foot (index linked) and 70% discount on Local Market Rent per annum. **D1/B1(b) Affordable Workspace** - 30% discount on Local Market Rent. Rents to be calculated on the GIA. Excluding service charges (CPI linked), insurance and VAT.
Rent Review	Five yearly upward only; CPI linked. If the Discount Affordable Workspace is let to Southwark Studios the indexation shall be subject to a cap of 5% p.a. and a floor of 1% p.a. compounded annually.
Alienation	The tenant is permitted without the landlord's consent to grant licences of workspaces provided that they do not create a relationship of landlord and tenant. The tenant is permitted without the landlord's consent to share occupation of part or whole of the premises with associated, connected or partner not for profit agencies provided that no relationship of landlord and tenant is created.

Assignment	The tenant may assign the Affordable Workspace Lease subject to the landlord's prior written consent (not to be unreasonably withheld or delayed) to an alternative Affordable Workspace Provider.
Service Charges	Service charges to be levied in adherence with 'RICS Code of Practice: Service Charges in Commercial Property' (or such replacement publication) and subject to the arbitration procedures therein. Service charges to be capped at £3.00 per square foot (index linked) per annum. If the tenant of the Discount Affordable Workspace is Southwark Studios the service charges are capped at £1.20 per square foot (index linked) per annum.
Business rates	Responsibility of the tenant
Insurance	The tenant to insure their own fixtures and fittings and to provide third party liability insurance. The landlord to insure the building structure and to charge an insurance rent on a proportionate basis.
Utilities	The premises will be served by electricity, water, drainage and heating with usage at the tenant's cost. Ownership of all plant, equipment and conduits will be retained by the landlord and the landlord will be responsible for the repair and maintenance of it.
Compliance	The tenant to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate.
Rights granted	The tenant to be granted rights of access including emergency escape rights, access to the loading/ unloading facilities, refuse facilities and cycling and shower facilities. The landlord to have the right of entry to inspect the premises.
Alterations	The tenant may not carry out structural alterations but may carry out internal non-structural alterations with the landlord's prior written consent (consent not to be unreasonably withheld or delayed). All internal non-structural alterations costs to be payable by the tenant including the landlord's reasonable and proper costs incurred in connection with the grant of consent.
Reinstatement	The tenant will be required to offer up the premises in the condition in which they were let, clean and tidy, decorated and free of the tenant's possessions but the tenant will not be required to undertake any structural works or to remove any partitions, kitchens, sanitary facilities or mechanical and electrical installations or any other works that formed part of the initial fit out of the premises.
Repairs	The tenant to keep the interior of the premises in good repair and condition throughout the term of the lease.
Signage	The tenant to be permitted (where applicable and in compliance with the Planning Permission) to install signage outside the premises with the location type and size of

	such signage to follow the landlord's signage strategy. Any necessary Council approvals for the proposed signage to be obtained by the tenant at its own cost.
Break clause	Discount Affordable Workspace if let to Southwark Studios - The tenant and/or the landlord may operate a break clause after 15 years upon 6 months notice being given to the other. Otherwise the tenant and/or the landlord may operate a break clause after 5 years upon 6 months' notice being given to the other.
Legal costs	Each party to bear its own.

APPENDIX 7
AFFORDABLE WORKSPACE SPECIFICATION

This specification sets out the requirements and specification for the General Affordable Workspace, Discount Affordable Workspace and the D1/B1(b) Affordable Workspace in the Development.

The specification is subject to change to conform with all statutory requirements and relevant regulations at the time of construction and all facilities shall be DDA compliant.

Part 1 of this specification applies to the General Affordable Workspace, the Discount Affordable Workspace, and the D1/B1(b) Affordable Workspace except in the event that the Discount Affordable Workspace is let to Southwark Studios when Part 2 of this Appendix shall apply in relation to that Part of the Affordable Workspace only.

PART 1: AFFORDABLE WORKSPACE GENERAL SPECIFICATION

1. Floor

Screed polished where exposed/raised floor.

2. Ceiling

Exposed concrete ceiling/suspended ceiling.

Ensure that acoustic insulation between different occupiers meets the requirements of Building Regulations and is sufficient to acoustically separate each part of the building.

3. Walls

Thermally and acoustically insulated blockwork finished with white paint/dry lined partition walls.

4. Doors/joinery

Entrance doors to be installed with security as required and manual key locking.

Internal doors and joinery – soft wood with paint finish.

5. Power, Electrical and Lighting

Power supply and distribution board.

Lighting – BCO compliant.

To have an appropriate number of wall mounted sockets. No fewer than one per 100sqft.

Adequate emergency lighting.

6. Heating

Wall mounted heaters.

7. Ventilation

Provide mechanical fresh air circulation and ventilation in compliance with building control.

8. Fire

Heat detectors in each unit to central control panel in compliance with statutory requirements and regulations.

9. Means of escape

Means of escape that complies with statutory requirements and regulations.

10. Signage

Signage for the Affordable Workspace operator as required by building control.

11. Facilities

Kitchen and toilet facilities or access to such facilities

12. Other

Means of access to cycle parking

PART 2: SOUTHWARK STUDIOS DISCOUNT AFFORDABLE WORKSPACE SPECIFICATION

The specification set out in this Part 2 of Appendix 7 shall apply to the Discount Affordable Workspace in the event that it is let to Southwark Studios. It shall otherwise have no effect. Part 1 of this Appendix 7 shall not apply to this Part.

1. General

The landlord to pay the construction costs and fit out the demise to the tenant's satisfaction (acting reasonably) in accordance with this specification

2. Floor

Screed polished to finish.

3. Ceiling

Fair faced concrete soffit.

Ensure that acoustic insulation between different occupiers meets the requirements of Building Regulations and is sufficient to acoustically separate each part of the building based on agreed acoustic performance criteria aligned to use of space as artists' studios.

4. Walls

Thermally and acoustically insulated blockwork finished with white paint.
Two internal walls within each studio unit to be fully clad with stud and skinned with wooden sheet finished with white paint.

5. Doors

Individual studio doors to be oversized in keeping with the suitability for creative practitioners.

Entrance door to be installed with electronic key fob locking.

6. Power, Electrical and Lighting

Power supply and distribution board DDA compliant.

To have an appropriate number of ceiling hung LED light panels operated from one dimmer switch per studio. No fewer than one per 100sqft.

To have an appropriate number of wall mounted sockets. No fewer than one per 100sqft.

Appropriate Gallery lighting to be agreed with the Affordable Workspace operator.

Adequate emergency lighting.

7. Heating

A number of wall mounted electrical convection radiators per studio operated from timer switch.

No fewer than one per 200sqft.

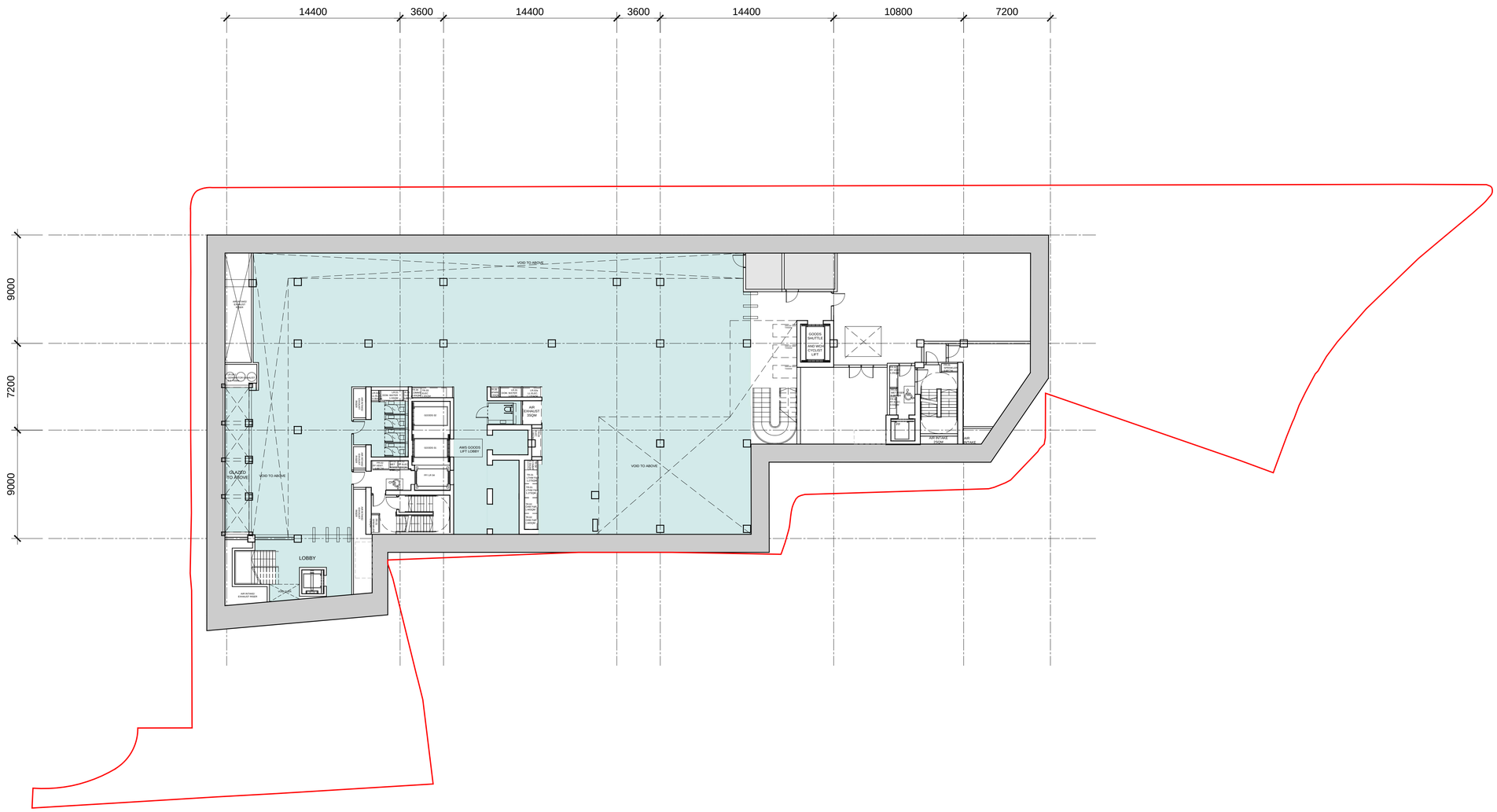
Alternative building-wide heating solutions can be agreed with the Affordable Workspace operator and will be subject to separate cost agreement.

8. Ventilation

Provide mechanical fresh air circulation and ventilation facilitating the work of creative practitioners and in compliance with building control.

APPENDIX 8

AFFORDABLE WORKSPACE PLANS



DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- B1(a) OFFICE
- B1 AFFORDABLE WORKSPACE
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- SHARED AFFORDABLE WORKSPACE/ COMMUNITY HALL LOBBY
- A1 - A4 RETAIL
- D1 MEDICAL/ B1(b) RESEARCH AND DEVELOPMENT
- BICYCLE FACILITIES
- PLANT
- TERRACE

APPLICATION BOUNDARY

N

0 5M 10M 20M

SCALE: 1:200

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Arcadis House, 34 York Way
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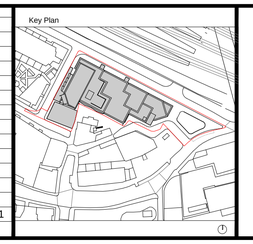
No.	Issue	Check	Date
00	S106 Drawing Pack	AF	Dec 2021

Key Plan



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Proj. No. 2472

Project: Vinegar Yard

Scale	Drawn by	Checked by
1:200 @ A1	SD	SE

Drawing Title and No.

AFFORDABLE WORKSPACE PLAN - LEVEL B1

INDICATIVE LAYOUT

No. SK-102

Rev. 00

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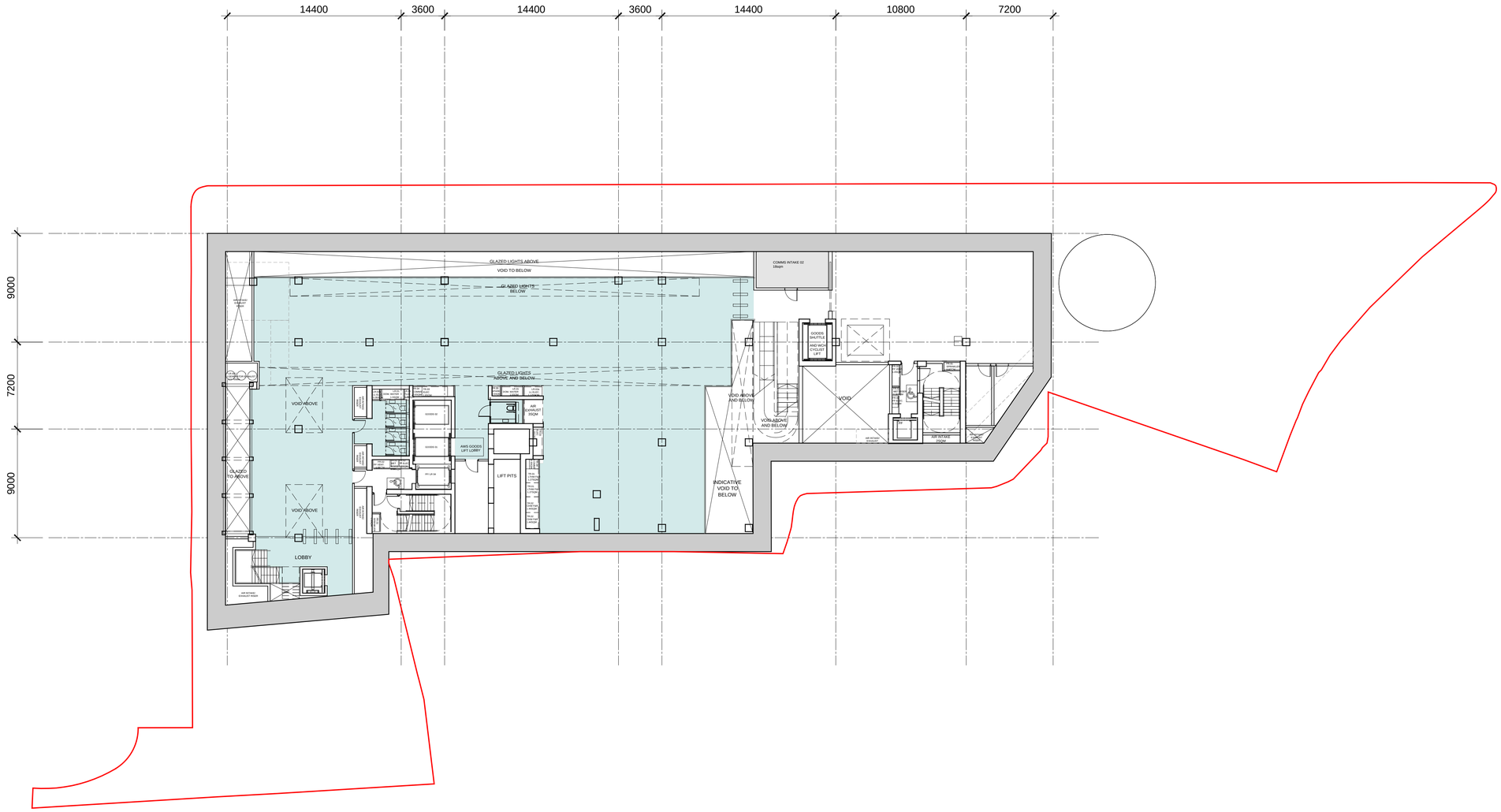

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Tel: 0 20 7812 2099

No.	Issue	Check	Date
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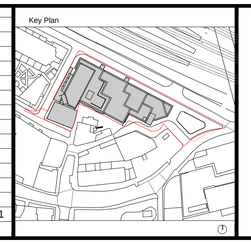
Key Plan



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Proj. No. 2472
Project: Vinegar Yard

Scale	Drawn by	Checked by
1:200 @ A1	SD	SE

Drawing Title and No.
AFFORDABLE WORKSPACE PLAN - LEVEL B1M
INDICATIVE LAYOUT

No. SK-103
Rev. 00

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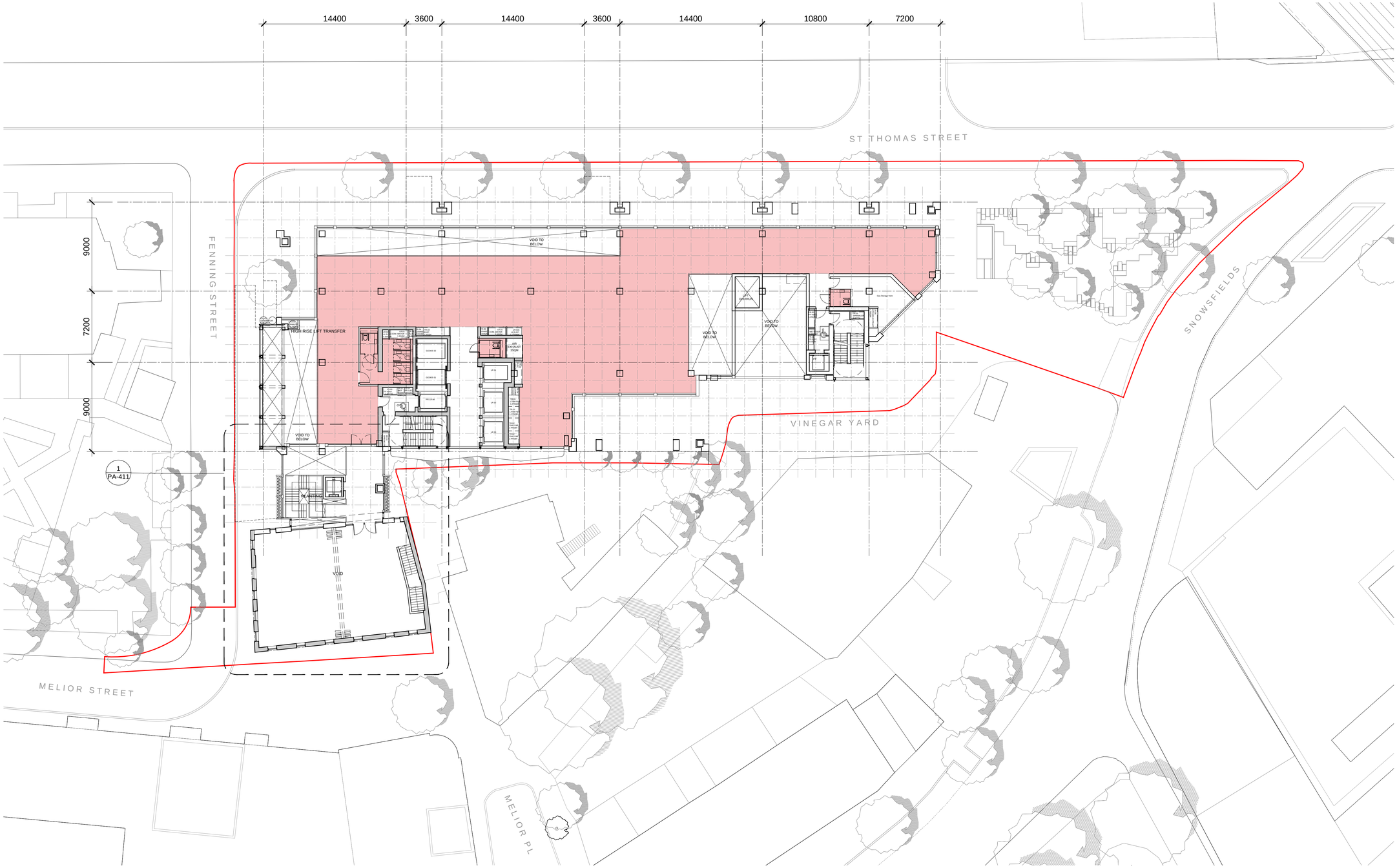
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MELIOR PL
9000
7200
9000
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PA-411
VOID TO BELOW
HIGH RISE LIFT TRANSFER
M ANTENNA
VOID
4R EXHAUST 350M
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LR 09
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LR 11
LR 12
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APPENDIX 9

COMMUNITY SPACE MINIMUM REQUIREMENTS

This outline scope of work is intended to set out the minimum requirements for the Community Space. The detailed design specification of the Community Space is to be included within the Community Space Specification to be submitted to the Council for approval pursuant to paragraph 1.1 of Schedule 4 of the Section 106 Agreement.

The minimum requirements for the Community Space are subject to change to conform with all statutory requirements and relevant regulations at time of construction including that all facilities shall be designed to be DDA compliant with due account taken of the equality principles contained in the Equalities Act 2010.

1. Floor
Retained structure with engineered timber floor finish.

2. Ceiling
Feature roof with rooflights with internal plasterboard lining, paint finish.

3. Walls
Retained external walls with plaster finish and painted. Laminated finished folding dividing wall.

4. Doors/joinery
Entrance doors to be installed with security as required and manual key locking.

Internal doors and joinery – soft wood with paint finish.

5. Power, Electrical and Lighting
Metered power supply and distribution board.

Lighting – surface mounted light fittings.

Wall mounted electrical sockets.

Compliant emergency lighting.

6. Heating
Wall mounted electric heaters.

7. Ventilation
Naturally ventilated by openable windows.

8. Fire
Heat / smoke detectors to central control panel in compliance with statutory requirements and regulations.

9. Means of escape
Means of escape compliant with statutory requirements and regulations.

10. Signage
Wayfinding signage and statutory signage as required by building control.

11. Storage
Sufficient storage with regards to the nature of the end user(s) including cloak room and creative storage solutions to accommodate a wide range of equipment.

12. Facilities
Tea point and toilet facilities

13. Access
Level access

Access to a lift

APPENDIX 10

SC1 LIFE SCIENCE & INNOVATION DISTRICT OPERATORS

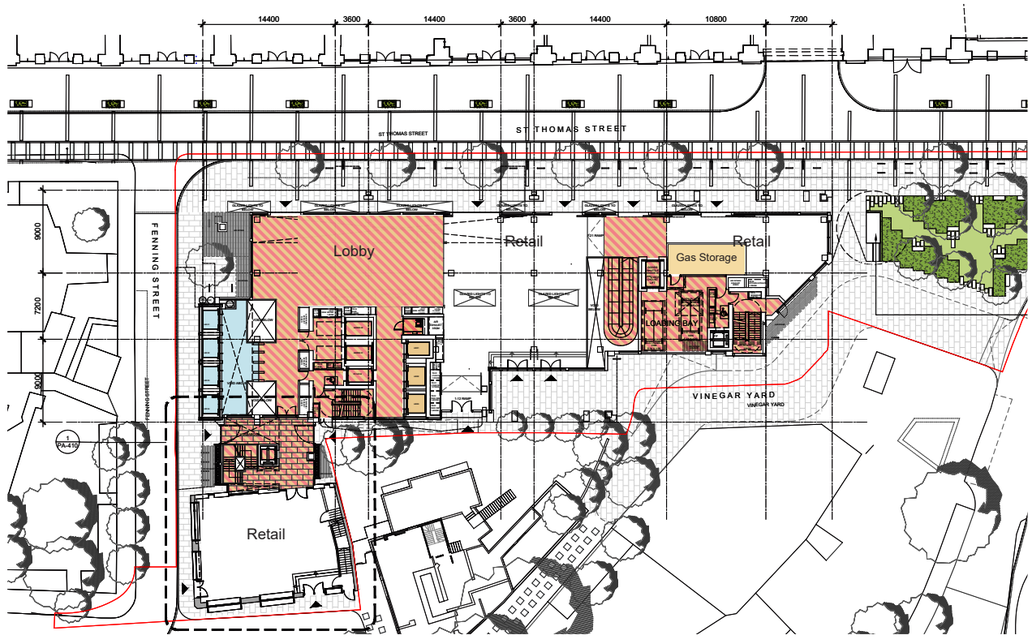
The Medical/R&D Facility Floorspace is designed for the use of occupiers contributing to the SC1 innovation ecosystem centred around healthcare and science, which shall include tenants whose primary business or activity is related to one or a number of the following healthcare and science sectors:

- advanced therapy medicinal products (ATMPs);
- anaesthetic and respiratory technology;
- laboratory analytical services (analysis of tests, blood samples);
- antibodies;
- assay developer;
- assistive technology;
- blood and tissue products;
- cardiovascular and vascular devices;
- clinical research organisations;
- contract formulation manufacturing (manufacturing of drugs under contract to researchers and pharmaceutical companies);
- contract manufacturing/research organisation (manufacturing of low-volume but high complexity bespoke personalised medicines for both research and treatment);
- dental and maxillofacial technology;
- digital health;
- drug discovery;
- formulation/drug delivery specialists;
- healthcare service providers;
- hospital hardware including ambulatory;
- implantable devices;
- in vitro diagnostic technology;
- infection-control;
- medical imaging/ultrasound equipment and materials;
- mobility access (research into the design and manufacture of equipment to improve mobility and access for people with physical and mental disabilities);
- neurology;
- ophthalmic devices/equipment;

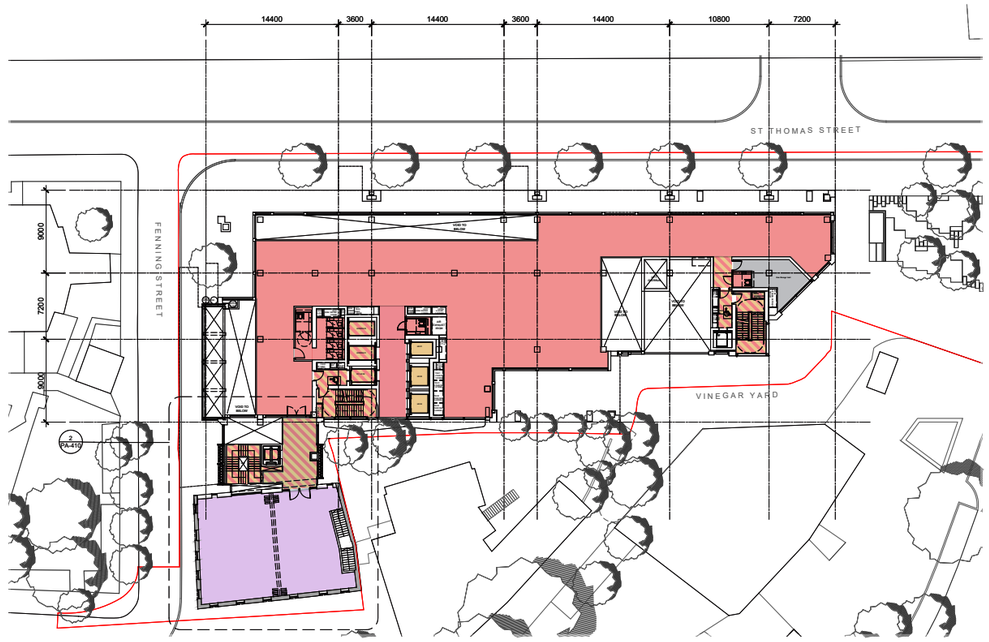
- orthopaedic devices;
- radiotherapy equipment;
- reagent equipment and consumables suppliers;
- reusable diagnostic or analytic equipment (the design and development of equipment to diagnose medical conditions e.g. ultrasound, x-ray, magnetic resonance imaging and computer tomography imaging);
- single use technology (the design and development of disposable tests for medical conditions e.g. lateral flow tests, and blood, urine and faeces tests);
- small molecules;
- surgical instruments (reusable);
- therapeutic proteins;
- tissues and biomass;
- training (lab based only);
- vaccines; or
- wound care and management.

Proposed tenants of the Medical/R&D Facility Floorspace that do not operate within one of the above listed sectors are subject to the approval of the Council as set out in Schedule 2 of this Deed. Such approval shall relate to the acceptability and compatibility of delivering the health science district.

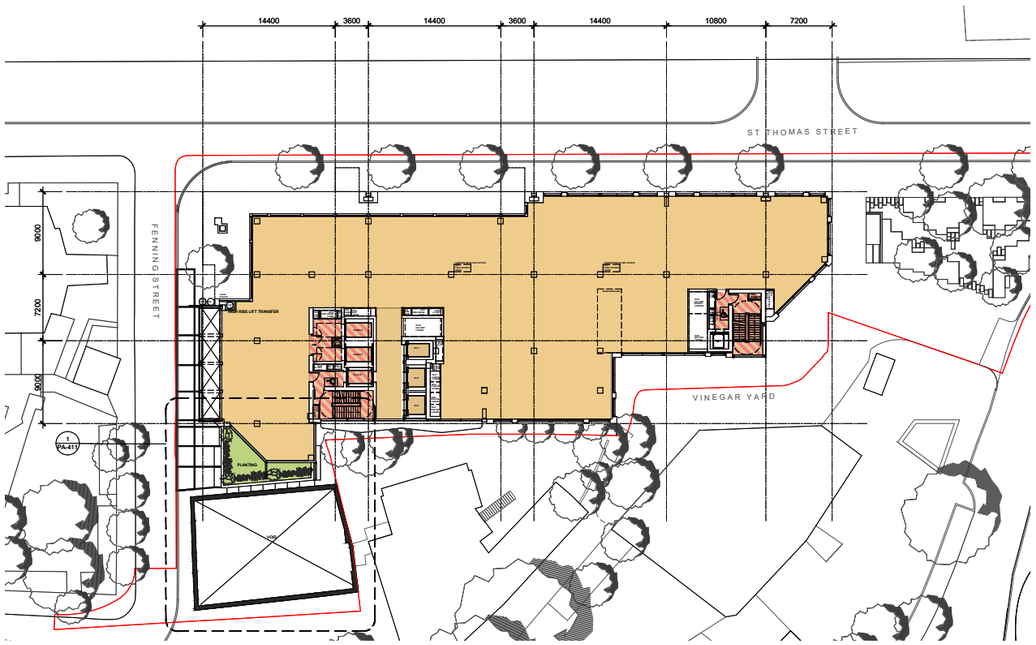
APPENDIX 11
MEDICAL/R&D FACILITY FLOORSPACE PLANS



Ground Floor



Ground Floor Mezzanine



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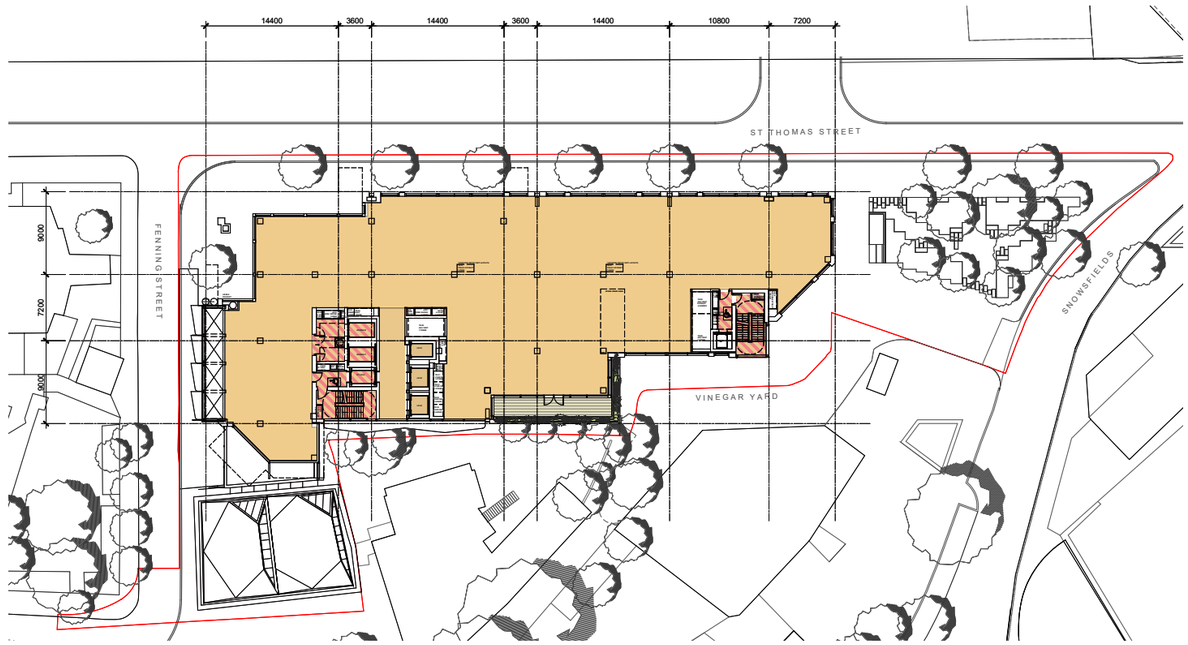

Level 02

DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- D1 MEDICAL
- B1(a) Office
- SHARED ACCESS AREAS
- PLANT AREA

N

0 5M 10M 20M

SCALE: 1:200

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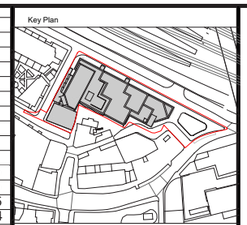
No.	Issue	Check	Date
03	Shared Access Amended	SE	Apr 2025
02	Shared Access Amended	AF	Apr 2025
01	Shared Access Added	AF	Mar 2025
00	S106 Issue	AF	Sep 2024

Key Plan



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Proj. No. 2472

Project: Vinegar Yard

Scale: NTS

Drawn by: SD

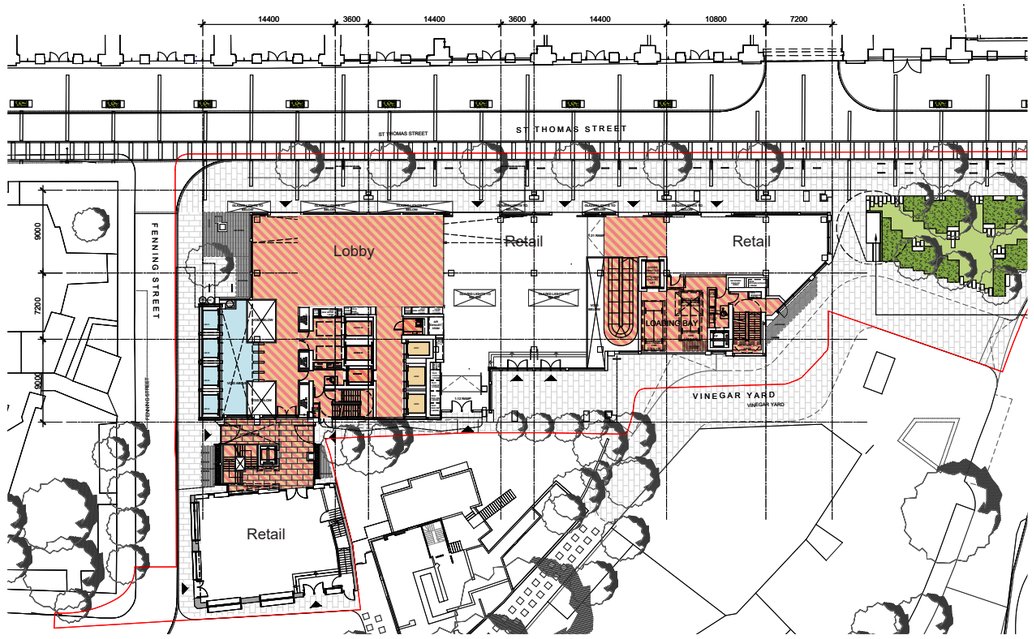
Checked by: AF

Drawing Title and No.

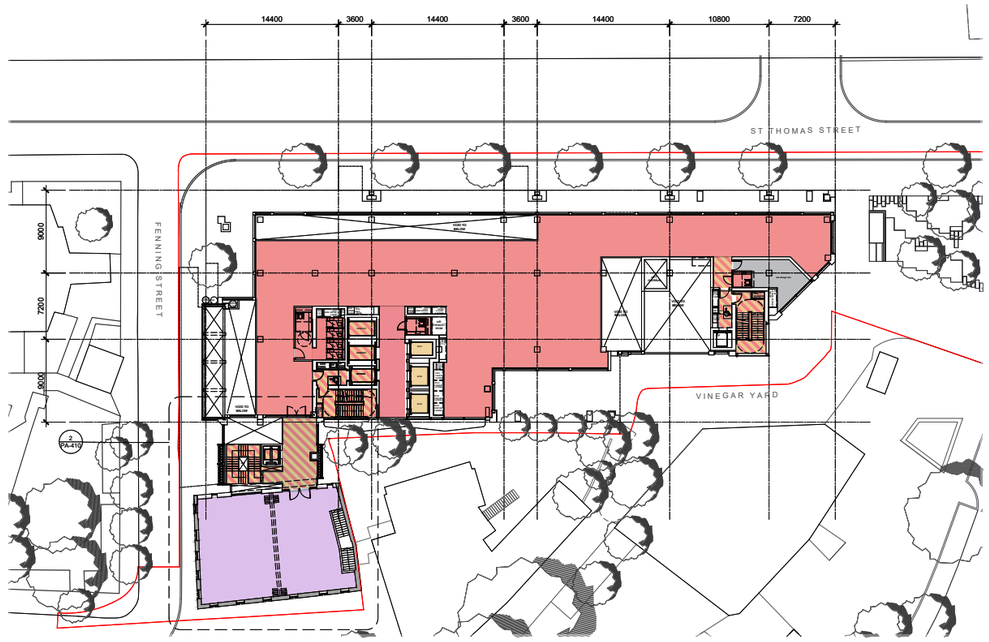
S106 MEDICAL USE HIGHLIGHT PLANS - SHEET 01

No. SK-107

Rev. 03



Ground Floor

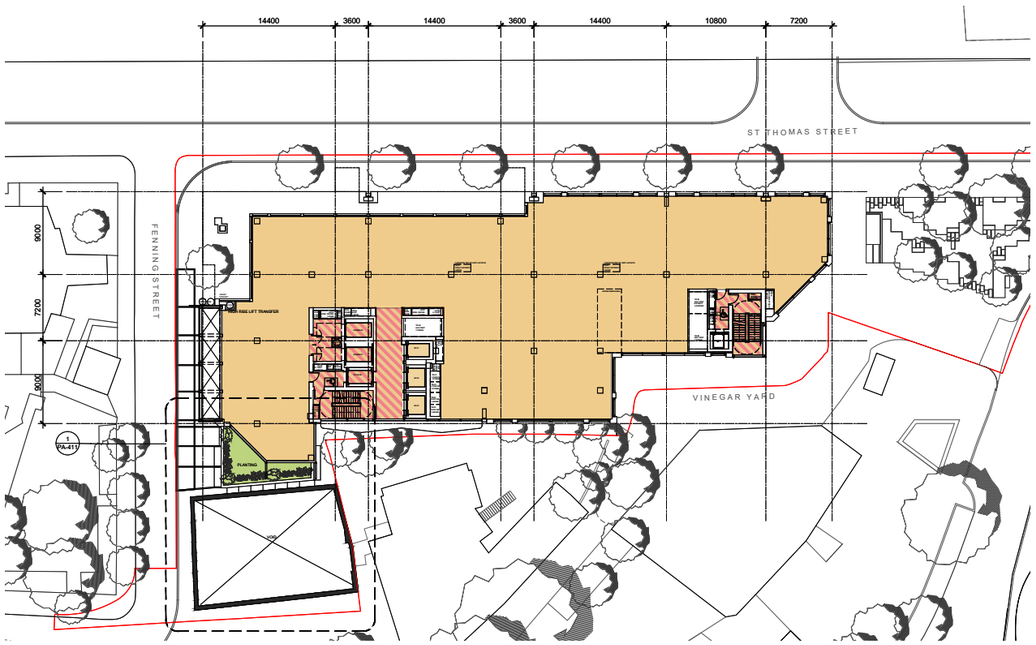


Ground Floor Mezzanine

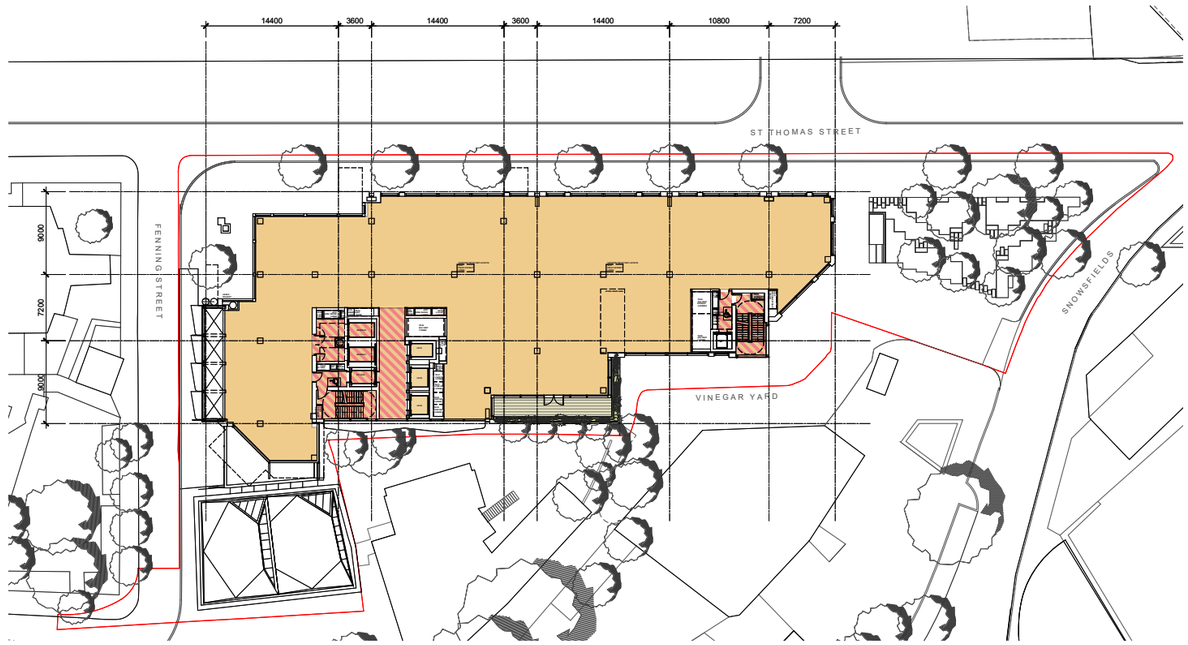
DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- B1(b) RESEARCH & DEVELOPMENT
- B1(a) Office
- SHARED ACCESS AREAS
- PLANT AREA



Level 01



Level 02

0 5M 10M 20M
SCALE: 1:200

KPF

Vinegar Yard
St. Thomas St
SE1 3QR

Client
St. Thomas Bermondsey Ltd.
3rd Floor, 50 Jermyn Street,
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Tel: 020 7667 7766

Building Services Consultant
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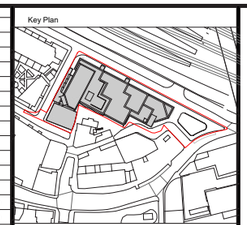
No.	Issue	Check	Date
01	Shared Access Amended	SE	Apr 2025
00	S106 Issue	AF	Apr 2025

Key Plan



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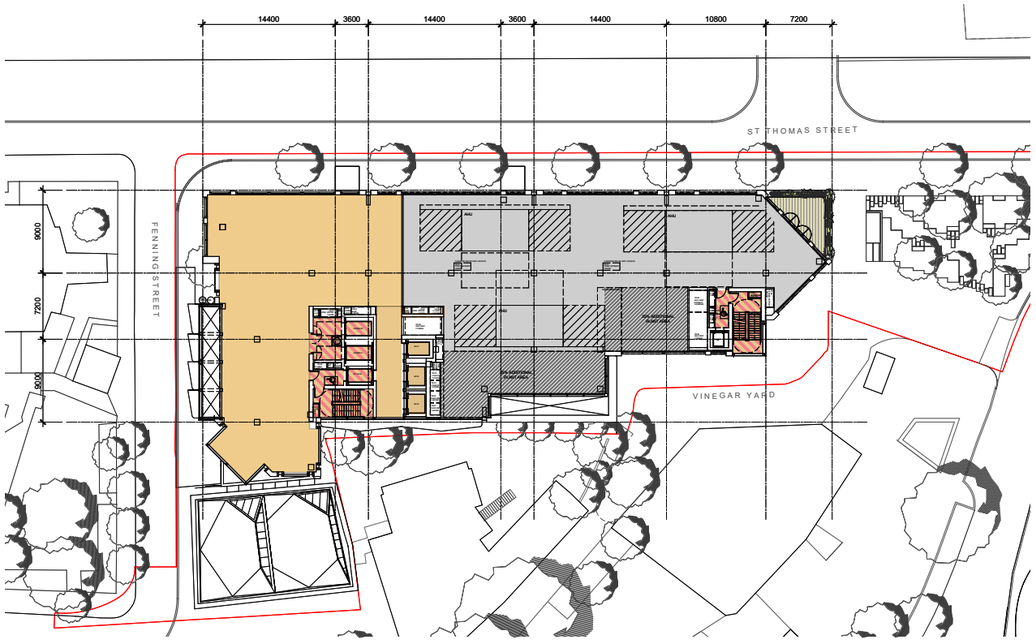
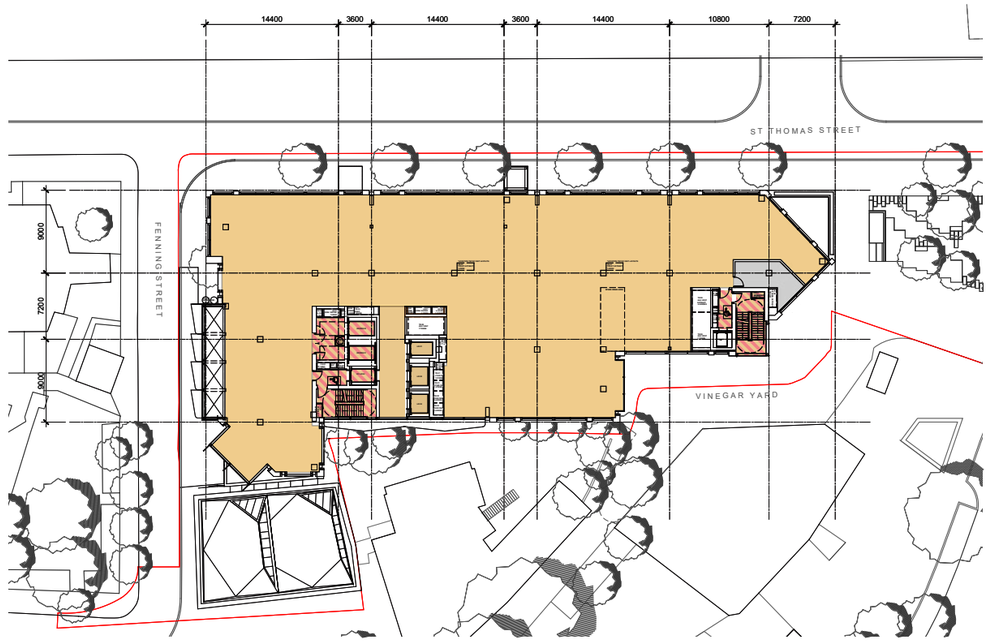
Proj. No. 2472
Project: Vinegar Yard
Scale: NTS
Drawn by: SD
Checked by: AF
Drawing Title and No.: S106 RESEARCH & DEVELOPMENT USE HIGHLIGHT PLANS - SHEET 01
no. SK-107A
rev. 01



Level 08

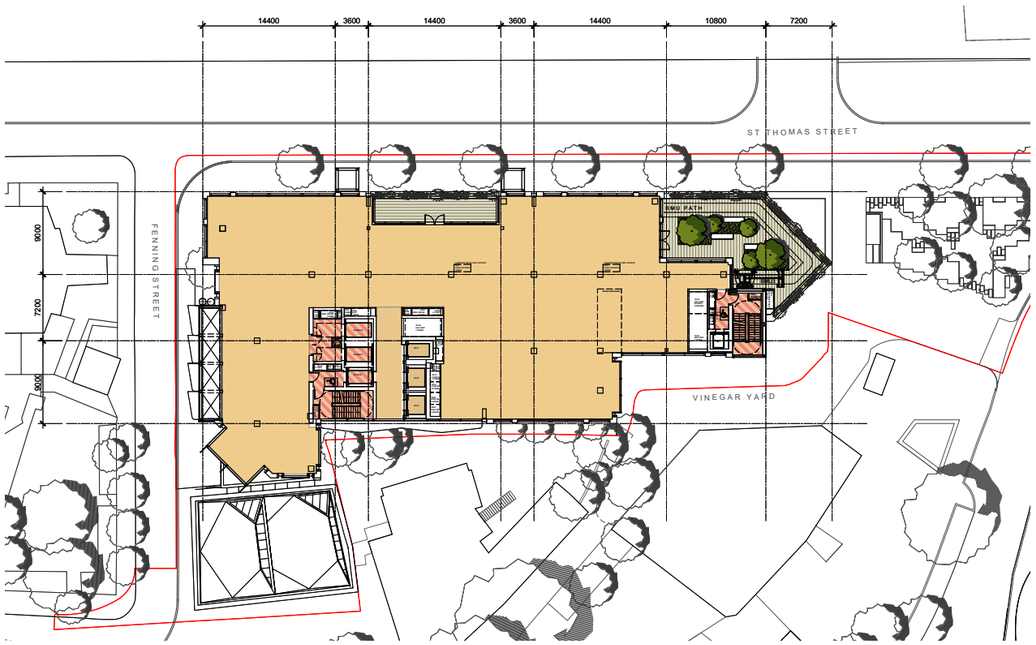


Level 09

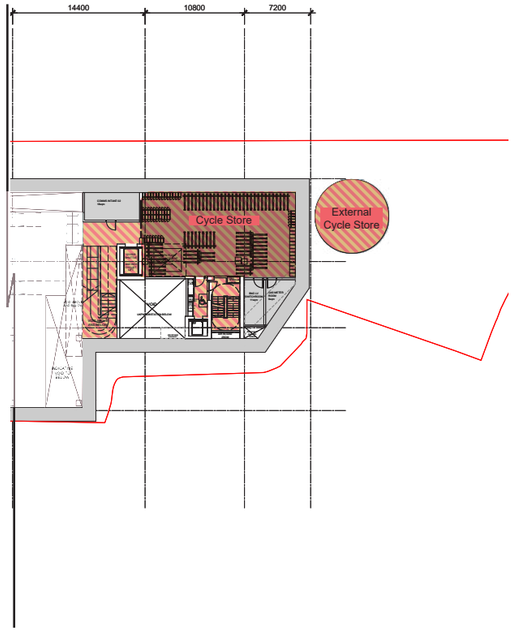
DRAWINGS TO BE PRINTED IN COLOUR

KEY:

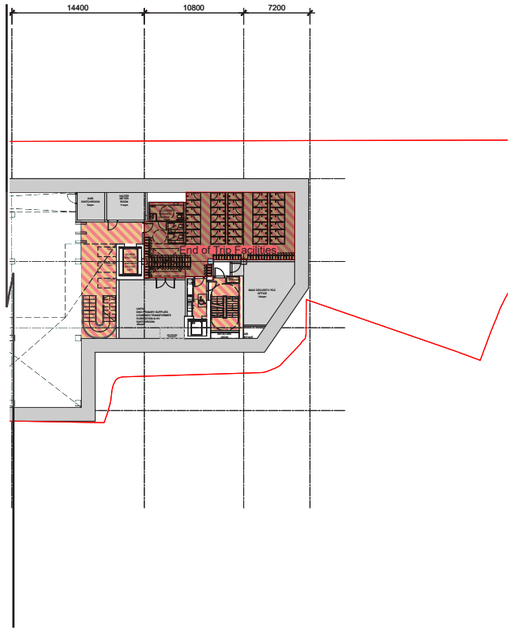
- APPLICATION BOUNDARY
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- D1 MEDICAL
- B1(a) Office
- SHARED ACCESS AREAS
- PLANT AREA



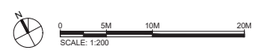
Level 10



Basement 1 Mezzanine (EAST)



Basement 1 (EAST)



KPF

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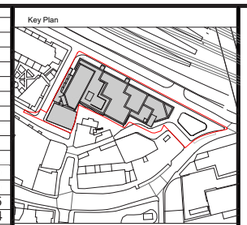
No.	Issue	Check	Date
03	Shared Access Amended	SE	Apr 2025
02	Shared Access Amended	AF	Apr 2025
01	Shared Access Added	AF	Mar 2025
00	S106 Issue	AF	Sep 2024

Key Plan



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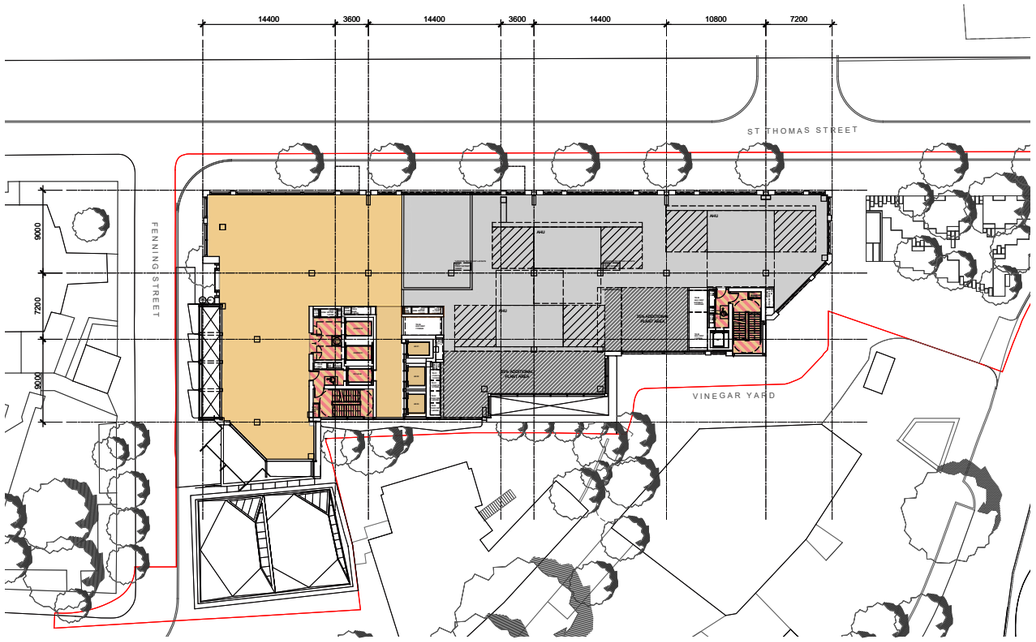
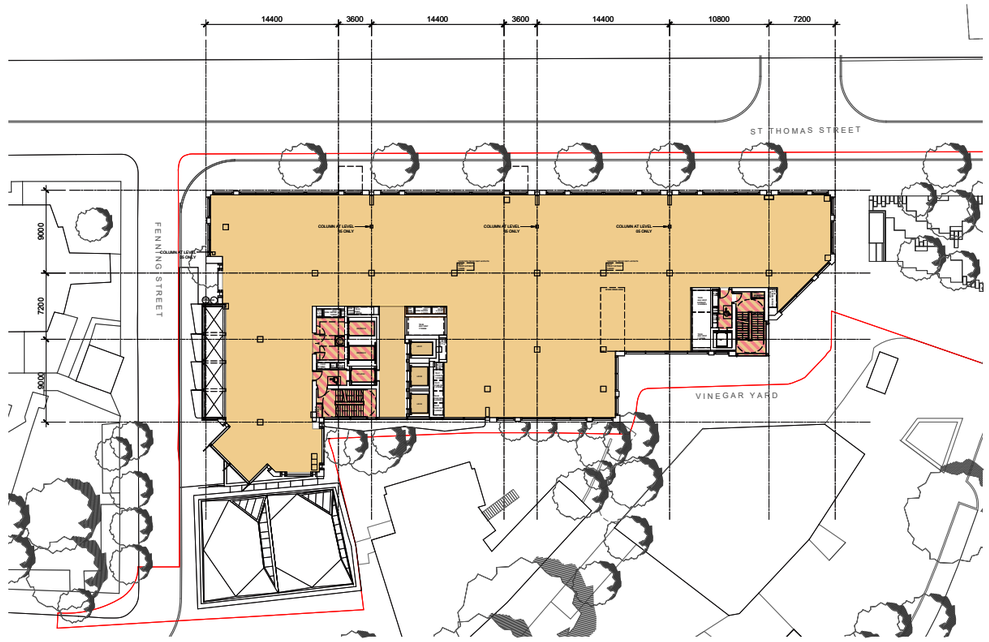
http://www.kpf.com

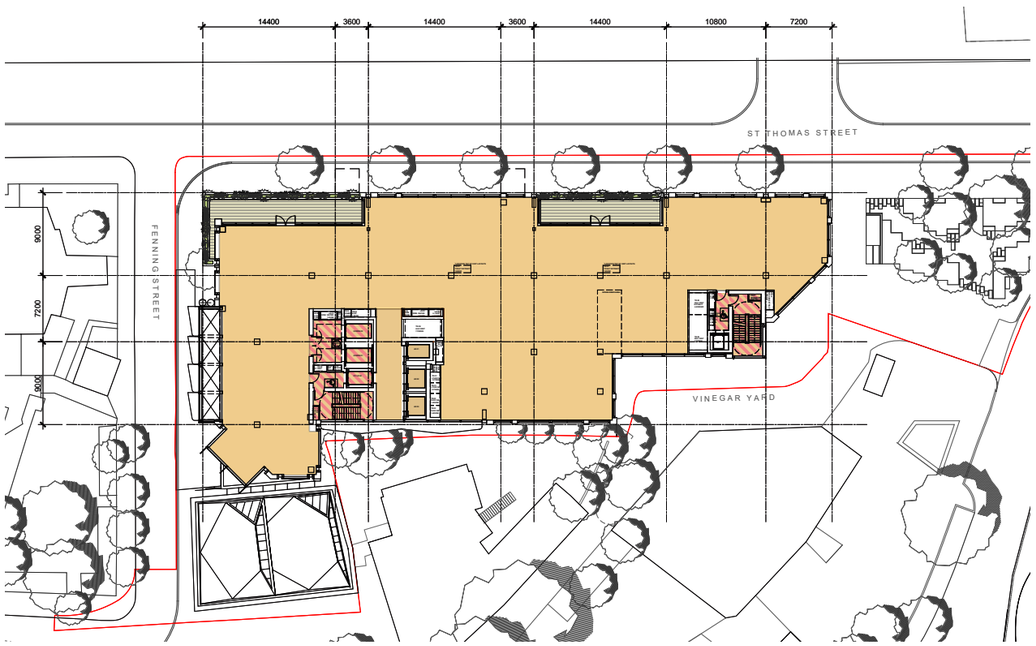
Proj. No. 2472
Project: Vinegar Yard
Scale: NTS
Drawn by: SD
Checked by: AF
Drawing Title and No.
S106 MEDICAL USE HIGHLIGHT PLANS - SHEET 03
No. SK-109
Rev. 03



Level 03



Level 04 & 05



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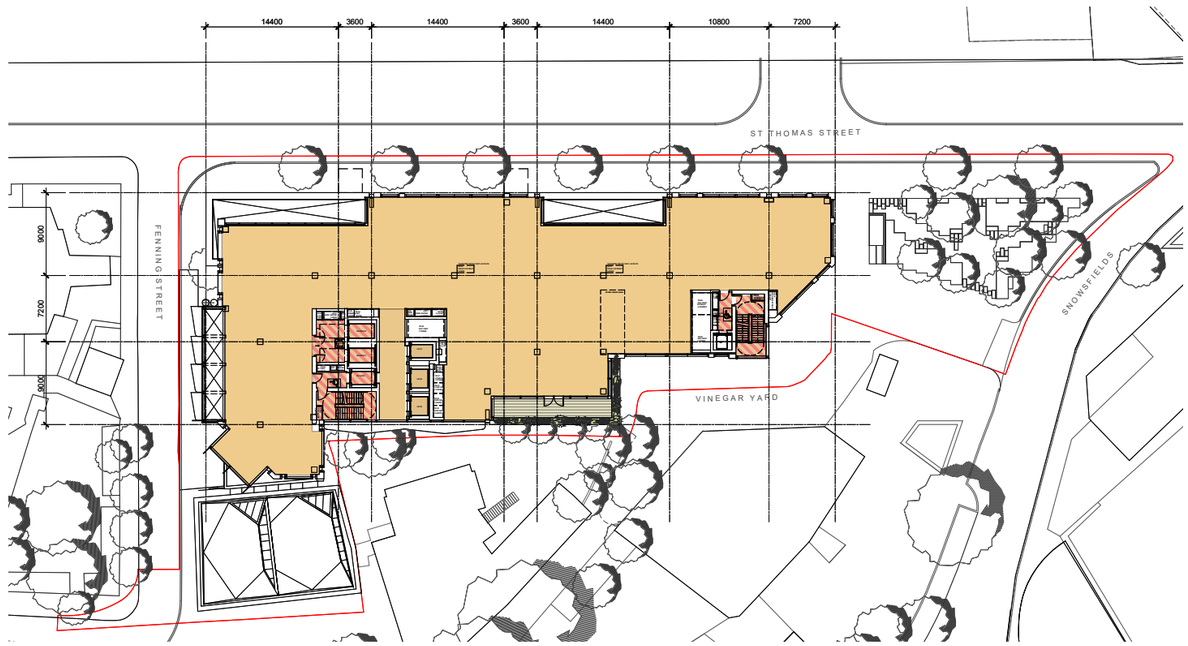

Level 07

DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- D1 MEDICAL
- B1(a) Office
- SHARED ACCESS AREAS
- PLANT AREA

N

0 5M 10M 20M

SCALE: 1:200

KPF

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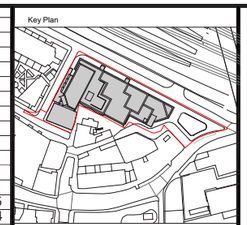
No.	Issue	Check	Date
03	Shared Access Amended	SE	Apr 2025
02	Shared Access Amended	AF	Apr 2025
01	Shared Access Added	AF	Mar 2025
00	S106 Issue	AF	Sep 2024

Key Plan



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Proj. No. 2472

Project: Vinegar Yard

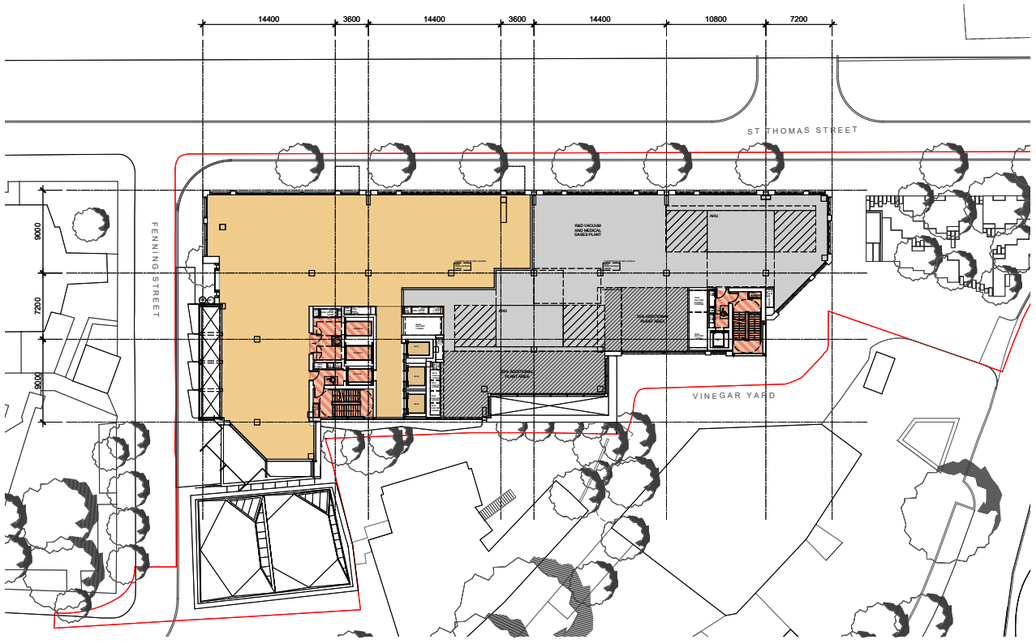
Scale	Drawn by	Checked by
NTS	SD	AF

Drawing Title and No.

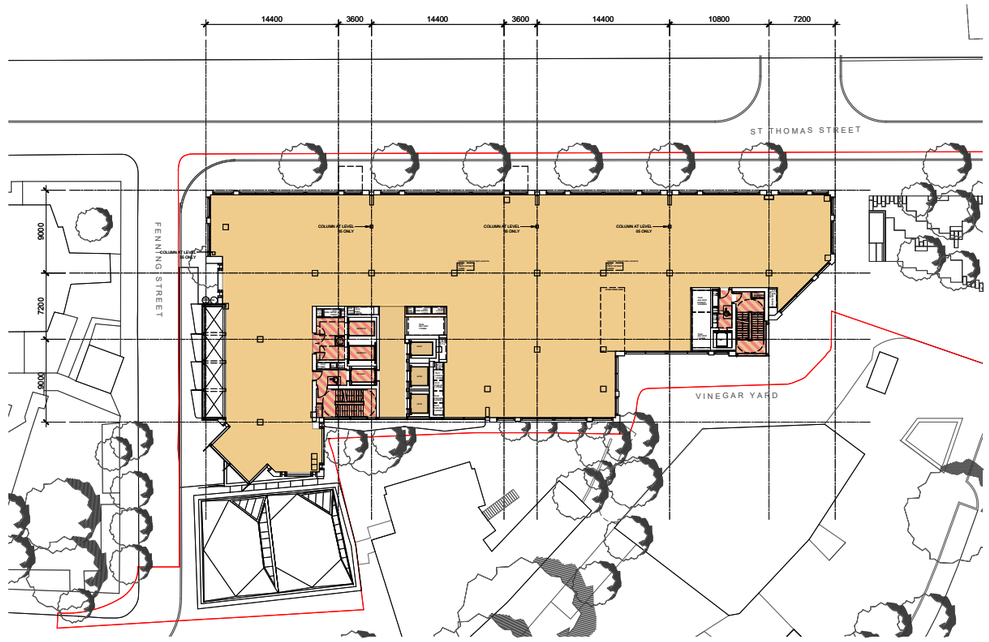
S106 MEDICAL USE HIGHLIGHT PLANS - SHEET 02

No. SK-108

Rev. 03



Level 03



Level 04 & 05

DRAWINGS TO BE PRINTED IN COLOUR

KEY:

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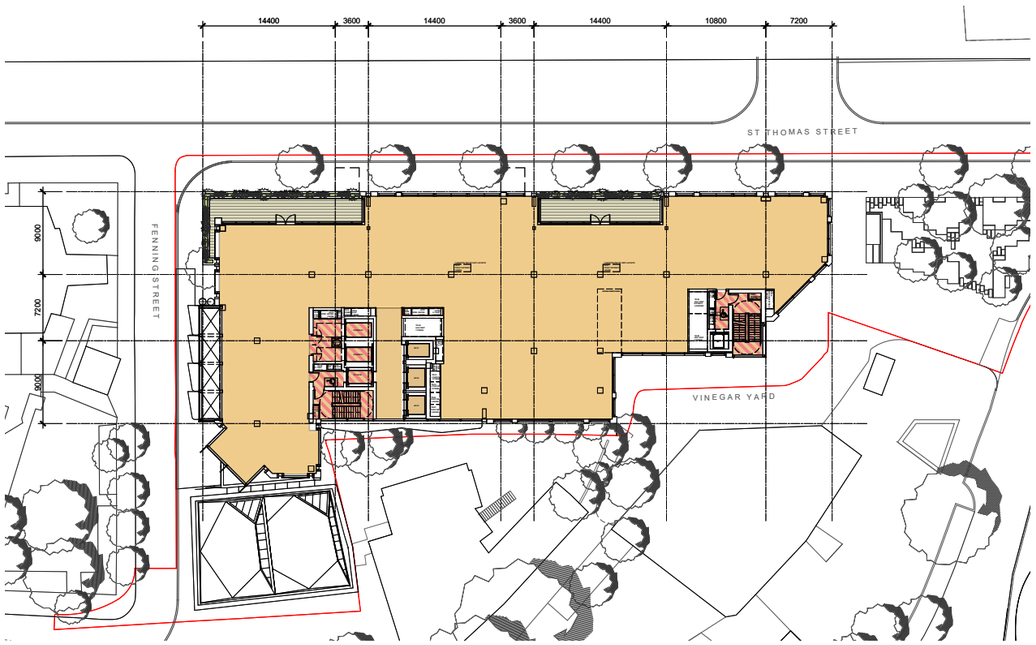
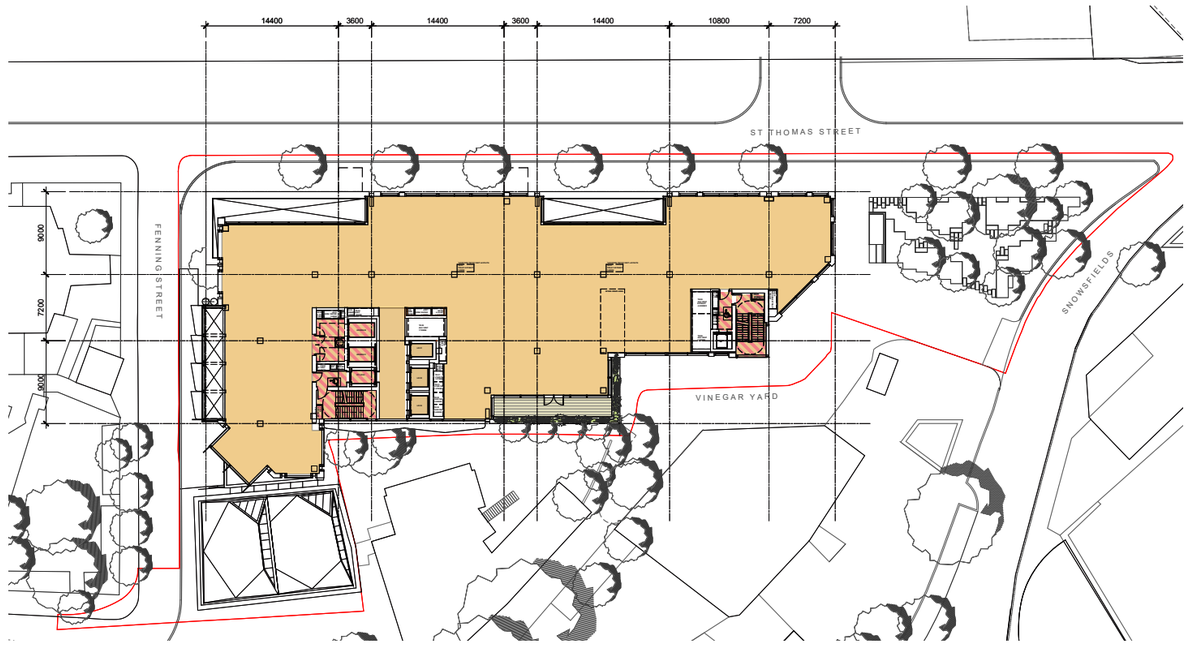
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- B1(b) RESEARCH & DEVELOPMENT
- B1(a) Office
- SHARED ACCESS AREAS
- PLANT AREA



Level 06



Level 07

0 5M 10M 20M
SCALE: 1:200

KPF

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St. Thomas St
SE1 3QR

Client
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No.	Issue	Check	Date
01	Shared Access Amended	SE	Apr 2025
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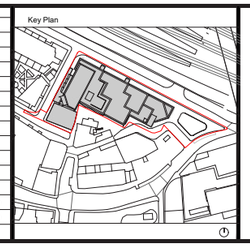
Key Plan



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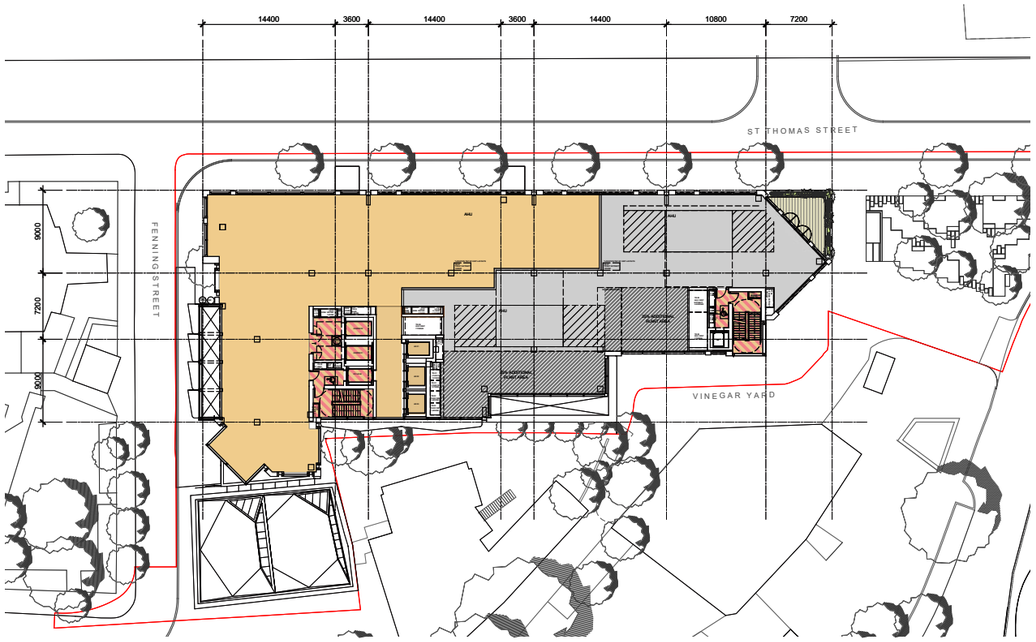
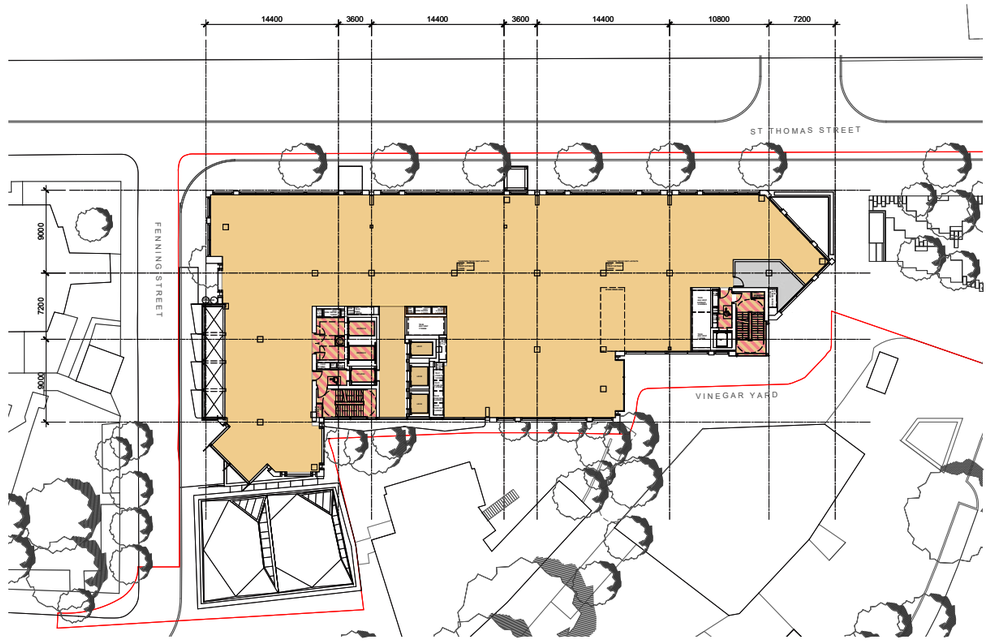
Proj. No. 2472
Project: Vinegar Yard
Scale: NTS
Drawn by: SD
Checked by: AF
Drawing Title and No.: S106 RESEARCH & DEVELOPMENT USE HIGHLIGHT PLANS - SHEET 02
no. SK-108A
rev. 01



Level 08



Level 09

DRAWINGS TO BE PRINTED IN COLOUR

KEY:

- APPLICATION BOUNDARY
- D1/ B1(b) AFFORDABLE WORKSPACE
- D1 COMMUNITY HALL
- B1(b) RESEARCH & DEVELOPMENT
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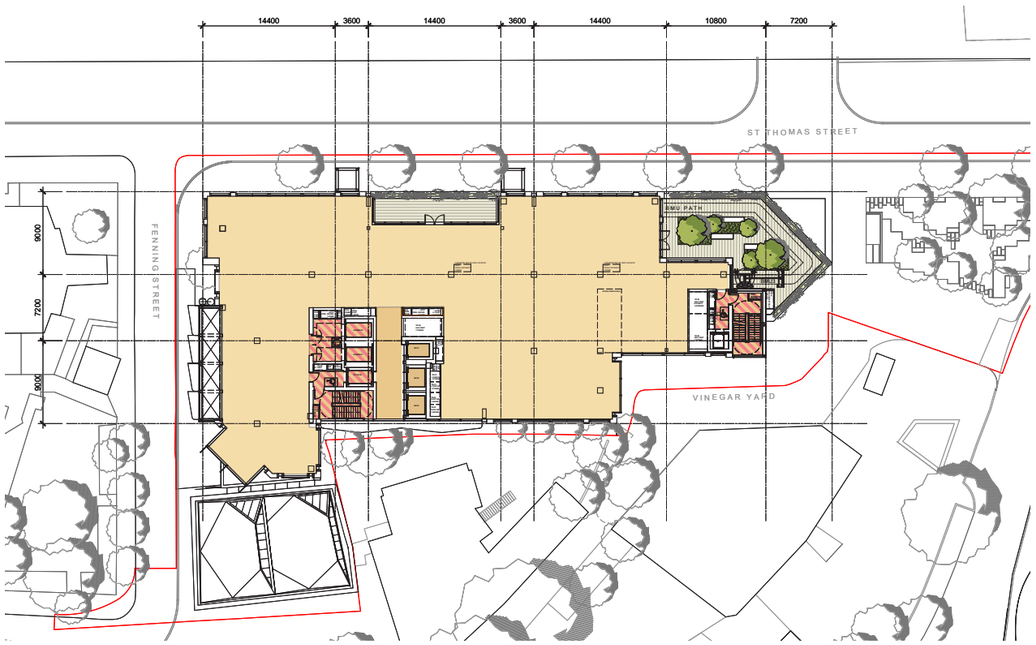
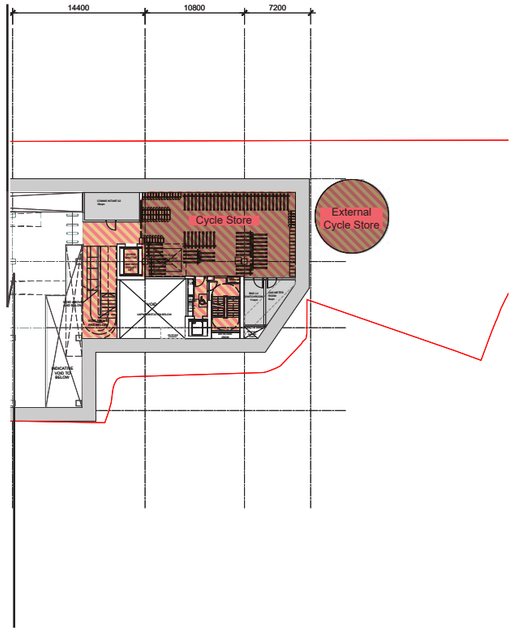
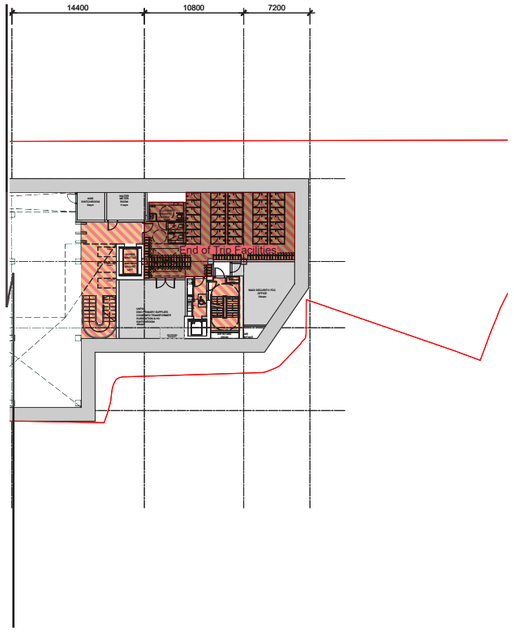
- SHARED ACCESS AREAS
- PLANT AREA



Level 10



Basement 1 Mezzanine (EAST)



Basement 1 (EAST)

N

0 5M 10M 20M

SCALE: 1:200

KPF

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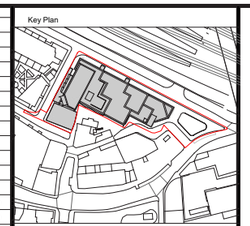
Key Plan



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Proj. No. 2472

Project: Vinegar Yard

Scale: NTS

Drawn by: SD

Checked by: AF

Drawing Title and No.

S106 RESEARCH & DEVELOPMENT USE HIGHLIGHT PLANS - SHEET 03

no. SK-109A

rev. 01