

DATED 19 November 2024

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

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

RELATING TO

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

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



Pinsent Masons

CONTENTS

	Page
1 INTERPRETATION	4
2 CONSTRUCTION OF THIS DEED	20
3 LEGAL BASIS	20
4 CONDITIONALITY	21
5 THE DEVELOPER'S COVENANTS	21
6 GLA AND COUNCIL COVENANTS	22
7 SUPERSEDED DEVELOPMENT	23
8 LAND OWNERSHIP	23
9 LIABILITY AND ENFORCEMENT	23
10 LEGAL AND MONITORING COSTS	24
11 VARIATIONS	24
12 LOCAL LAND CHARGE	25
13 NO FETTER ON DISCRETION	25
14 APPROVALS	25
15 WAIVER	26
16 VAT	27
17 INTEREST	27
18 INDEXATION	27
19 THIRD PARTIES	27
20 DISPUTE PROVISIONS	27
21 GOVERNING LAW AND JURISDICTION	28
22 COUNTERPARTS	28
23 DELIVERY	29
24 NOTICES	29
25 DUTY TO ACT IN GOOD FAITH	30
26 PAYMENT OF FINANCIAL CONTRIBUTIONS	30
SCHEDULE 1 – DRAFT PERMISSION	31
SCHEDULE 2 - PLANS	32

SCHEDULE 3 – METHOD OF PAYMENT AND COMPLIANCE CERTIFICATE	37
SCHEDULE 4 – AFFORDABLE HOUSING	38
SCHEDULE 5 – EARLY STAGE VIABILITY REVIEW	44
SCHEDULE 6 – TRANSPORT AND HIGHWAYS	50
SCHEDULE 7 – EMPLOYMENT AND SKILLS	53
SCHEDULE 8 – ENERGY AND SUSTAINABILITY	54
SCHEDULE 9 – HEALTHCARE	57
SCHEDULE 10 – PUBLIC REALM	58
SCHEDULE 11 – ARTS AND CULTURE	61
APPENDIX 1 – LOCAL EMPLOYMENT AGREEMENT	63
APPENDIX 2 – PHASE 2B SPRINGFIELD PARK MANAGEMENT STRATEGY	67

THIS DEED is made on

19 November

2024

BETWEEN:

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

RECITALS:

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

- (K) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.
- (L) The Owner and BDW have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- (M) The parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.
- (N) The parties are satisfied that the restrictions, obligations and provisions contained in this Deed meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1974 Act"	means the Greater London Council (General Powers) Act 1974 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Additional Affordable Housing Scheme"	<p>means a scheme to be prepared by the Developer and submitted to the Council in accordance with Schedule 5 of this Deed detailing the Additional Affordable Housing Units to be provided and which:</p> <p>(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);</p> <p>(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</p> <p>(c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and</p> <p>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of Schedule 5 applies;</p>
"Additional Affordable Housing Units"	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Schedule 5 of this Deed;
"Affordable Housing"	<p>means housing, including Social Rented Housing and London Shared Ownership Housing, provided to eligible households whose needs are not met by the market and which housing should:-</p> <p>(a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to</p>

	<p>afford, determined with regard to local incomes and local housing prices; and</p> <p>(b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);</p>
"Affordable Housing Mix"	<p>means the Affordable Housing Units to be provided as part of the Development which shall comprise:-</p> <p>(a) not fewer than 125 (one hundred and twenty five) London Shared Ownership Units being 50% (fifty per cent) by Habitable Room of the Affordable Housing Units; and</p> <p>(b) not fewer than 95 (ninety five) Social Rented Units being 50% (fifty per cent) by Habitable Room of the Affordable Housing Units,</p> <p>in accordance with the mix table set out in paragraph 2.3 of Schedule 4;</p>
"Affordable Housing Provider"	<p>means:</p> <p>(a) A2Dominion, L&Q Group, Metropolitan Thames Valley Housing Association, Notting Hill Genesis, Octavia Housing, Southern Housing Group, PA Housing, Peabody Trust or Wandle Housing Association; or</p> <p>(b) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) approved by the Council in writing;</p>
"Affordable Housing Target Tenure Split"	<p>means:</p> <p>(a) 50% (fifty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing; and</p> <p>(b) 50% (fifty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing;</p>
"Affordable Housing Unit"	<p>means the no fewer than 220 (two hundred and twenty) Residential Units (comprised of no fewer than 613 (six hundred and thirteen) Habitable Rooms) to be provided as Affordable Housing within the Development in accordance with the Affordable Housing Mix and the provisions of Schedule 4 and as shown on Plan 3 and "Affordable Housing Unit" shall be construed accordingly;</p>

"Application"	means the planning application submitted to the Council allocated reference number 2022/5288 by the Council and allocated reference number 2023/0171/S2 by the GLA;
"Average London Shared Ownership Housing Value"	means the average value of the London Shared Ownership Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"Average Open Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"Average Social Rented Housing Value"	means the average value of the Social Rented Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Developer;
"BCIS Index"	means the Building Cost Information Service All-In Tender Price Index or, if that index is no longer maintained, a replacement or alternative index agreed with the GLA and the Council;
"Borough"	means the London Borough of Wandsworth;
"Building Contract"	means a building contract to be entered into by the Developer and its preferred building contractor to construct the Development or for a works package comprised in the construction of the Development;
"Build Costs"	<p>means the build costs comprising construction of the Open Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant Building Contract(s); (b) receipted invoices; (c) costs certified by the Developer's quantity surveyor, costs consultant or agent, <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions;
"Buildings"	means the buildings identified on Plan 2 and references to "Building" shall mean any one of them;

"Bus Infrastructure Contribution"	means the sum of £50,000.00 Indexed towards local bus infrastructure improvements in the Borough;
"Car Club"	means a car club operated by a car club operator accredited by CoMoUK to operate Car Clubs (or such other company operating a car club as is agreed with the Council in writing) within the vicinity of the Development whereby the operator makes cars available to hire to members including Occupiers of the Development and the general public;
"Carbon Offsetting Contribution"	means the sum initially calculated to be £368,967.00 Indexed to be used towards carbon offsetting measures in the Borough;
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"CPIH"	means the Consumer Prices Index including owner occupiers' housing costs known as CPIH published monthly by the Office for National Statistics or, if the Consumer Prices Index including owner occupiers' housing costs is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
"Commencement Date"	means the date on which the Permission or where the context requires any part thereof or a Phase is implemented by the carrying out of any Material Operation but for the purpose of this Deed excluding the Preparatory Works and "Commencement" , "Commenced" and "Commence" shall be construed accordingly;
"Council's EDO"	means the Council's Economic Development Officer;
"CPZ"	means any controlled parking zone in the Borough;
"Cultural Action Plan"	means the Cultural Action Plan submitted with the Application prepared by AND London dated December 2022 or such replacement thereof or update thereof as might be agreed between the Developer and the Council from time to time;
"Deed"	means this deed of agreement;
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Schedule 4:- (a) in the case of service by delivery by hand of the Default Notice to the Council, the date on which the Default Notice is so delivered; or

	(b) in the case of service by using first class registered post to the Council, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);
"Default Notice"	means a notice in writing served on the Council by the Chargee under paragraph 6 of Schedule 4 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;
"Defects Liability Period"	means such period of time following Practical Completion in which a contractor may remedy defects as may be included in the Building Contract;
"Developer"	means the Owner and BDW and any successors in title or assigns from time to time;
"Development"	means the demolition (in severable phases) of all existing buildings and structures including the Diamond Estate, the Shaftesbury and the Morrison Building, and the comprehensive redevelopment (in severable phases) of the Site to provide a total of 449 residential units of both private and affordable tenure in four apartment blocks ranging from 3 to 5 storeys high and nine 3 storey town houses; associated private and communal amenity space including balconies and gardens, 48 car parking spaces (including 13 disabled bays) and 817 cycle parking spaces; together with associated works including landscaping and public realm works, including extension to the existing landscaped public park, creation of a new access route from Lapidge Drive into the Site and provision of a new link to Streatham Cemetery;
"Disabled Persons Badge"	means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
"Disposal"	means:- (a) the grant of a leasehold interest in any Open Market Housing Unit; or (b) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Open Market Housing Unit ALWAYS excluding Fraudulent Transactions and "Dispose" , "Disposes" , "Disposals" and "Disposed" shall be construed accordingly;
"Early Stage Development Viability Information"	means the information required for the Early Stage Review calculated in accordance with Formulae 1a and 2 to assess the changes in GDV and Build Costs since the date of the grant of the Permission to determine whether a Surplus Profit has arisen and the quantum of any Additional Affordable Housing Units that should be provided and including supporting evidence to the Council's reasonable satisfaction;

"Early Stage Review"	means an upward only review of the financial viability of the whole of the Development and submission of the Early Stage Development Viability Information prepared by or on behalf of the Developer in connection with the whole of the Development in accordance with the provisions of Schedule 5;
"Early Stage Review Build Costs"	means the sum of:- (a) the estimated Build Costs remaining to be incurred; and (b) the Build Costs actually incurred, as determined at the Early Stage Review Date;
"Early Stage Review Date"	means the date of the submission of the Early Stage Development Viability Information pursuant to paragraph 1 of Schedule 5;
"Early Stage Review GDV"	means the sum of:- (a) the estimated Market Value of the Open Market Housing Units; and (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable), as determined at the Early Stage Review Date;
"Eligible Purchaser"	means a purchaser or purchasers who at the date of purchasing the relevant London Shared Ownership Housing Unit: (a) has a Household Income not exceeding £90,000 or such other amount last published by the GLA (and subject to applicable further income criteria within the approved London Shared Ownership Housing Marketing Plan); (b) is at least 18 years old; and (c) can demonstrate that they can afford and sustain the purchase;
"Employment and Skills Plan"	means a written employment and skills plan prepared in accordance with the format and benchmarks set out in Appendix 1 of this Deed;
"Estate Management Company"	means Springfield Village Estate Limited (company registration number 11164792) whose registered office is at 55 Baker Street, London W1U 8EW or such other company or organisation as is notified in writing from time to time to the Council;
"Energy Strategy"	means the Energy Strategy (Rev 04) for the Development prepared by Briary Energy and dated 25 July 2024;

"Existing Permission"	means the outline planning permission with reference 2010/3703 granted on 20 June 2012 and all planning permissions granted under section 73 of the 1990 Act for development without complying with conditions subject to which the aforementioned planning permission was granted;
"Expert"	<p>means:</p> <p>(a) for the purposes of any disputes arising between any of the parties to this Deed pursuant to Schedule 5, a person with no less than ten (10) years' experience of preparing and assessing development appraisals and who:</p> <p>(i) in the event of a dispute relating to construction cost sums shall be a qualified Quantity Surveyor and member or fellow of the Royal Institution of Chartered Surveyors; or</p> <p>(ii) in the event of a dispute relating to finance costs, marketing costs or any other financial issues shall be a member or fellow of the Institute of Chartered Accountants;</p> <p>(b) for the purposes of any disputes arising between any of the parties in relation to any other matter within this Deed, a person with no less than ten (10) years' recent and relevant experience in the subject matter of the relevant dispute;</p>
"External Consultant"	means the external consultant(s) appointed by the Council and/or the GLA to assess the Early Stage Development Viability Information;
"Financial Contributions"	<p>means the following contributions payable to the Council under this Deed:</p> <p>(a) Bus Infrastructure Contribution;</p> <p>(b) Carbon Offsetting Contribution;</p> <p>(c) Phase 1 Employment and Skills Contribution;</p> <p>(d) Phase 1 Healthcare Contribution;</p> <p>(e) Phase 1 Residential Travel Plan Monitoring Fee;</p> <p>(f) Phase 1 Sustainable Transport Fund Contribution;</p> <p>(g) Phase 2 Employment and Skills Contribution;</p> <p>(h) Phase 2 Healthcare Contribution;</p> <p>(i) Phase 2 Residential Travel Plan Monitoring Fee; and</p> <p>(j) Phase 2 Sustainable Transport Fund Contribution</p> <p>and "Financial Contribution" shall be construed accordingly;</p>

"Formula 1a"	means the formula identified as "Formula 1a" within the Appendix of Schedule 5;
"Formula 2"	means the formula identified as "Formula 2" within the Appendix of Schedule 5;
"Fraudulent Transaction"	means: (a) a transaction the purpose or effect of which is to artificially reduce gross development value and/or artificially increase build costs; or (b) a Disposal that is not an arm's length third party bona fide transaction;
"GDV"	means the gross development value of the Open Market Housing Units;
"Grant Funding"	means Public Subsidy payable by the GLA to the Affordable Housing Provider pursuant to the GLA funding programme;
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, studies, bathrooms, toilets, corridors and halls;
"Household"	means in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit, share that unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	means: (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and (b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' Households;
"Implementation"	means implementation of the Development or a relevant Phase thereof by the carrying out of a Material Operation and references to "Implement" and "Implemented" shall be construed accordingly;
"Indexed"	means indexed in accordance with Clause 18;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 6 of Schedule 4 that the Council is minded to purchase the relevant Affordable Housing Units;
"Interest"	means simple interest at a rate per annum of four (4) percentage points above the Bank of England base rate in force from time to time, such interest to be apportioned on a daily basis;

"Local Businesses"	means businesses that are located in and/or conduct a significant part of their business in the Borough and "Local Business" shall be construed accordingly;
"Local Employment Agreement"	means the Local Employment Agreement referred to in Appendix 1 of this Deed;
"London Housing Design and Quality Standards"	means the design standards for new homes set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (March 2016) and the Housing Design Standards LPG (June 2023);
"Local People"	means residents of the Borough and "Local Person" shall be construed accordingly;
"London Plan"	means the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this Deed the London Plan published in March 2021 and including any revisions and successor plans thereto;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"London Shared Ownership Housing"	<p>means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which:</p> <ul style="list-style-type: none"> (a) initial annual rent must not exceed 2.75 per cent of the value of the unsold equity; (b) annual rent increases must not exceed the corresponding percentage increase in CPIH (which shall be deemed to be nil where there is no increase) (using the latest published CPIH figure and the CPIH figure for the corresponding month in the previous year) plus 0.5 percentage points; (c) the term of the lease must be at least 990 years; (d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements): <ul style="list-style-type: none"> (i) must not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) last published by the GLA; and

	<p>(ii) accord with the details of further affordability criteria set out in the approved London Shared Ownership Housing Marketing Plan;</p> <p>(e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide are met,</p> <p>and “London Shared Ownership Lease” and “London Shared Ownership Lessee” shall be construed accordingly;</p>
<p>“London Shared Ownership Marketing Plan”</p>	<p>means a written plan (as might be revised from time to time by the written agreement of the Council and the Affordable Housing Provider) relating to the marketing of the London Shared Ownership Housing Units by the Affordable Housing Provider and detailing:</p> <p>(a) the proposed means of marketing to Eligible Purchasers of the London Shared Ownership Housing Units including the marketing through the GLA's Homes for Londoner's online portal (or any successor/replacement website);</p> <p>(b) the details of proposed measures to exclusively market the London Shared Ownership Units to Eligible Purchasers who are Local People in the first instance for a three (3) month period (such period to commence no sooner than nine (9) months prior to the anticipated date of Practical Completion of the relevant London Shared Ownership Housing Unit);</p> <p>(c) the affordability criteria applicable to the London Shared Ownership Housing Units which for the avoidance of doubt shall be as follows:</p> <p>(i) 50% (fifty per cent) of the London Shared Ownership Housing Units (63 no.) to be affordable to Eligible Purchasers with Household Incomes up to £56,200 per annum (or such higher figure as might be published from time to time); and</p> <p>(ii) 50% (fifty per cent) of the London Shared Ownership Housing Units (62 no.) to be affordable to Eligible Purchasers with Household Incomes up to £90,000 per annum (or such higher figure as might be published from time to time); and</p> <p>(iii) the average housing costs of the London Shared Ownership Units should be affordable to Eligible Purchasers with a Household Income not exceeding £56,200 per annum (or such higher figure as might be published from time to time),</p>

	<p>assuming always that households spend no more than 40% of their net annual income on total housing costs (including mortgage, rent and service charges) with net income calculated as 70% of gross income; and</p> <p>(d) the details of estimated Service Charges that will be charged, which shall be provided to Eligible Purchasers in the marketing materials of the London Shared Ownership Housing Units;</p>
"London Shared Ownership Housing Unit"	means the not fewer than 125 (one hundred and twenty five) Affordable Housing Units comprised of not fewer than 304 (three hundred and four) Habitable Rooms to be provided as London Shared Ownership Housing and "London Shared Ownership Housing Units" shall be construed accordingly;
"Market Value"	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, to be assessed by the GLA and the Council, disregarding Fraudulent Transactions and assuming:</p> <p>(a) a willing seller and a willing buyer;</p> <p>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; and</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest;</p>
"Material Operation"	means a material operation comprised in the Development as defined by section 56(4) of the 1990 Act;
"Method of Payment and Compliance Certificate"	means the form at Schedule 3 of this Deed;
"Monitoring Fee"	means the sum of £43,216.00 Indexed to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the Development is delivered in accordance with the terms of this Deed;
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Schedule 4 the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three (3) months after such Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council);
"Nominations Agreement"	means an agreement to be entered into by the Council and the Affordable Housing Provider substantially in a suitable form agreed by the relevant Affordable Housing Provider and the Council (each acting reasonably) and providing the Council with 100% (one hundred per cent) nomination rights in respect of the

	first letting of the Social Rented Housing Units and 75% (seventy five per cent) nomination rights in respect of all subsequent lettings (and for the avoidance of doubt in the event of conflict between the form of that agreement and the provisions of this Deed, the provisions of this Deed shall prevail);
"Occupation"	means the occupation of any part of the Development permitted by the Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display (and "Occupier" , "Occupiers" , "Occupied" , "Occupy" and "Occupying" shall be construed accordingly);
"Open Market Housing Units"	means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units and "Open Market Housing" and "Open Market Housing Unit" shall be construed accordingly;
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 6 of Schedule 4 for the purchase of the Affordable Housing Units;
"Outline Travel Plan"	means the travel plan prepared by Ardent Consulting Engineers dated December 2022 and which was submitted to the Council as part of the Application;
"Quarter Day"	means 25 March, 24 June, 29 September and 25 December;
"Permission"	means the full planning permission for the Development to be granted pursuant to the Application substantially in the form of the draft decision notice attached to this Deed at Schedule 1;
"Phase"	means a phase as identified on Plan 2 and references to "Phase 1" and "Phase 2" shall be construed accordingly;
"Phase 1 Employment and Skills Contribution"	means the sum of £76,527.00 Indexed to support the provision of job, training and apprenticeship placements and support for Local Businesses;
"Phase 1 Healthcare Contribution"	means the sum of £130,894.00 Indexed towards provision and/or improvements of primary health care infrastructure in the Borough;
"Phase 1 Residential Travel Plan Monitoring Fee"	means the amount of £2,000.00 Indexed to be applied by the Council towards its costs of monitoring the implementation of the Residential Travel Plan in Phase 1;
"Phase 1 Sustainable Transport Fund Payment"	means the amount of £175,000.00 Indexed to be applied to the Sustainable Transport Fund;
"Phase 2 Employment and Skills Contribution"	means the sum of £76,527.00 Indexed to support the provision of job, training and apprenticeship placements and support for Local Businesses;
"Phase 2 Healthcare Contribution"	means the sum of £130,894.00 Indexed towards provision and/or improvements of primary health care infrastructure in the Borough;

"Phase 2 Residential Travel Plan Monitoring Fee"	means the amount of £2,000.00 Indexed to be applied by the Council towards its costs of monitoring the implementation of the Residential Travel Plan in Phase 2;
"Phase 2 Sustainable Transport Fund Payment"	means the amount of £175,000.00 Indexed to be applied to the Sustainable Transport Fund;
"Phase 2B Springfield Park"	means the 2.7 acres of park to be delivered in the area shown on Plan 4 shaded green;
"Plan 1"	means the plan of the Site shown edged red and marked "Plan 1" at Schedule 2;
"Plan 2"	means the plan showing the Phases of the Development marked "Plan 2" at Schedule 2;
"Plan 3"	means the plan showing the location of the Affordable Housing Units marked "Plan 3" at Schedule 2;
"Plan 4"	means the plan showing the location of the Phase 2B Springfield Park marked "Plan 4" at Schedule 2;
"Plan 5"	means the plan showing the location of the Streatham Cemetery Access Route marked "Plan 5" at Schedule 2;
"Practical Completion"	means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant Building Contract entered into in respect of the Development or part thereof and " Practically Complete " and " Practically Completed " shall be construed accordingly;
"Preparatory Works"	means: <ul style="list-style-type: none"> (a) demolition works; (b) works of site clearance including the demolition of existing buildings and structures and the removal of hard standing; (c) excavation and below ground works; (d) archaeological works; (e) ground investigation and site surveys; (f) site preparation; (g) environmental preparatory works; (h) the erection of fencing to enclose the Development or any part of the Development; (i) laying of or provision of any services and/or services diversion works on or under the Development or any part of the Development; (j) the laying out of roads for construction purposes;

	<p>(k) the erection of site buildings for construction purposes;</p> <p>(l) contamination tests;</p> <p>(m) remediation or trial pits;</p> <p>(n) works of decontamination remediation; and</p> <p>(o) works required to discharge pre-commencement planning conditions;</p>
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Developer or an Affordable Housing Provider to support the delivery of the Development;
"Reasonable Endeavours"	<p>means that a party responsible for an obligation will not take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary in this Deed) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such effort and reasonable sums of money (where appropriate in the context) and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect which shall mean:</p> <p>(a) in the case of the Developer, of a competent commercial developer and landowner in the context of the Development; and</p> <p>(b) in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;</p>
"Rent Guidance"	means the Policy Statement on Rents for Social Housing 2022 issued by the Ministry of Housing, Communities and Local Government or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the Department for Communities and Local Government from time to time or such other replacement guidance or direction or legislation;
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);
"Reportable Unit (Energy Centre)"	means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or Building);
"Reportable Unit (Non-Residential)"	means a Building with a single occupier/tenant (including a block of flats' communal areas) or a Building with multiple tenants;

"Reportable (Residential) Unit"	means an individual block or Building of five (5) or more flats or a group of five (5) or more houses;
"Residential Travel Plan"	means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Residential Units which shall accord with the principle set out in the Outline Travel Plan;
"Residential Unit"	means a residential unit provided as part of the Development and "Residential Units" shall be construed accordingly;
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling a tenant of an Affordable Housing Provider to purchase their home(s);
"Section 73 Permission"	means planning permission granted pursuant to section 73 or section 73B of the 1990 Act in respect of the Permission or (with respect to such applications made after the first section 73 Permission has been granted) any preceding section 73 Permission and "Section 73 Permissions" shall be construed accordingly;
"Section 96A Approval"	means approval granted by the Council pursuant to an application made under section 96A of the 1990 Act to make non-material changes to the Permission or any Section 73 Permissions;
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit;
"Site"	means the land shown edged red on Plan 1;
"Springfield Park Management Strategy"	means the management strategy relating to (inter alia) Phase 2B Springfield Park appended to this Deed at Appendix 2 or such variation or replacement thereof as might be agreed in writing between the Developer and the Council from time to time;
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;
"Social Rented Housing Units"	means the not fewer than 95 (ninety five) Affordable Housing Units comprised of not fewer than 309 (three hundred and nine) Habitable Rooms to be provided as Social Rented Housing and "Social Rented Housing Unit" shall be construed accordingly;
"Springfield Village Heat Network"	means the central combined heat and power network within the wider Springfield Village Masterplan;

"Springfield Masterplan"	Village	means the redevelopment of Springfield Hospital site associated with the Existing Permission (outside of the Site);
"Staircasing"		means the acquisition by a London Shared Ownership Housing Purchaser of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and "Staircased" shall be construed accordingly;
"Streatham Access Route "	Cemetery	means the proposed pedestrian link between the Development and Streatham Cemetery on the area shown on Plan 5;
"Substantial Implementation"		means the occurrence of all of the following in respect of the Development: (a) the completion of the ground floor slab of Buildings A and B in the first Phase of the Development; and (b) the letting of a groundworks contract for the first Phase of the Development;
"Substantial Implementation Date"	Target	means the date 24 months from but excluding the date of grant of the Permission and which will be extended day for day by any period to account for any legal challenge of the Permission which shall continue to extend until such proceedings are finally determined with the result that the Permission is not quashed;
"Sums Due"		means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
"Surplus Profit"		means the surplus profit determined in Formula 1a as a result of the application of the Early Stage Review methodology in Schedule 5;
"Sustainable Fund"	Transport	means a fund comprised of the Phase 1 Sustainable Transport Fund Payment and the Phase 2 Sustainable Transport Fund Payment to be applied towards the achievement of the objectives of the Residential Travel Plan;
"Target Rents"		means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
"Target Return"		means a profit on the GDV of 17.5% (seventeen and a half per cent) (excluding any grant funding), being the target return for the Development;
"TfL"		means Transport for London;
"Trip Generation Target"		means the anticipated number or frequency of traffic to and from the Development as forecasted more particularly within the Residential Travel Plan and the mode share of that traffic;
"Working Day(s)"		means any day other than Saturday, Sunday and public holidays in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 References to the GLA, the Council, the Owner and BDW shall include their respective successors in title or function (as applicable) unless otherwise expressly stated.
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.5 References in this Deed to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this Deed so numbered.
- 2.6 The clause paragraph and Schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.7 Wherever more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally against each individually unless there is an express provision otherwise.
- 2.8 The word including shall be construed without prejudice to the generality of the words preceding it.
- 2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.10 Save in respect of the Permission, in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail.
- 2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month and any reference to the term "year" shall mean calendar year.
- 2.12 Where any covenants in this Deed are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.
- 2.13 The Interpretation Act 1978 shall apply to this Deed.

3. LEGAL BASIS

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

3.1.6 all other powers enabling.

3.2 The covenants, restrictions, undertakings and requirements imposed upon the Developer under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner and BDW with the intent that the obligations will bind the Site and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and BDW and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner or BDW an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.

3.3 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1.

4. CONDITIONALITY

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

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

4.2.1 the grant of the Permission; and

4.2.2 the Commencement Date occurring.

4.3 Clauses 1-4, 5.3, 6.1.2, 8, 9.1, 9.3, 9.4, 9.6, 9.7, 9.8, 9.9, 10.1, 10.3 and 12-26 shall come into effect upon the completion of this Deed.

4.4 Clauses 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2, 6.1.1, 6.2., 7, 9.2, 9.5, 10.2, 10.4 and 11 shall come into effect on the grant of the Permission.

5. THE DEVELOPER'S COVENANTS

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

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

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

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

(a) commencement of Preparatory Works;

(b) the Commencement Date;

(c) Commencement of each Phase;

(d) Commencement of each Building;

(e) Practical Completion of each Building;

(f) Practical Completion of each Phase;

(g) Occupation of each Phase;

- (h) Occupation of each Building;
- (i) commencement of marketing of the London Shared Ownership Housing Units;
- (j) first Occupation of the Affordable Housing Units;
- (k) Occupation of 50% of the Residential Units in Building A;
- (l) Occupation of 75% of the Residential Units in Building C;
- (m) Occupation of 75% of the Residential Units in Phase 1;
- (n) Occupation of 75% of the Residential Units in Phase 2;
- (o) Occupation of 75% of the Development;
- (p) Occupation of 90% of the Residential Units in Phase 1; and
- (q) Occupation of 95% of the Residential Units in the Development.

5.1.4 not to cause, suffer or permit the occurrence of any event specified in clause 5.1.3 above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 5.1.3.

5.2 If the Developer fails to give notice of any date under and in accordance with clause 5.1.3 above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest date on which the relevant event could have occurred unless the Developer can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

5.3 The Owner and BDW hereby acknowledge and declare:

5.3.1 they are the primary parties liable for the performance of the obligations set out in the Schedules; and

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

6. GLA AND COUNCIL COVENANTS

6.1 The GLA covenants with the Developer to:

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

6.1.2 grant the Permission as soon as is reasonably practicable following completion of this Deed.

6.2 The Council covenants with the Developer to:

6.2.1 observe and perform the covenants on its part contained in this Deed; and

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

7. SUPERSEDED DEVELOPMENT

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

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

8. LAND OWNERSHIP

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

8.2 The Owner hereby covenants with and undertakes to the GLA and the Council to give the GLA and the Council written notice as soon as practically possible of any change in ownership of any of the Owner's interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE THAT no notice is required in respect of disposals of any of the Residential Units to individual Occupiers.

9. LIABILITY AND ENFORCEMENT

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

9.2 Without affecting any statutory powers or rights of access or entry, the Developer covenants with and undertakes to the GLA and the Council to permit the GLA and the Council and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

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

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

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

9.5.1 the Permission expires without having been Implemented; or

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

9.5.3 the Permission is quashed following a successful legal challenge.

9.6 No obligations, undertakings or liabilities under this Deed shall be enforceable against statutory undertakers, utility providers and public transport providers (save to the extent any such person carries out any part of the Development) who as part of their undertaking have any interest in the Site nor mortgagee or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

9.7 No obligations, undertakings or liabilities under this Deed save for those set out in paragraph 1.2 of Schedule 6 shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.

9.8 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs 2, 7 and 8 of Schedule 4 and paragraph 1 of Schedule 6 shall be enforceable against an Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units (and associated communal development).

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

10. LEGAL AND MONITORING COSTS

10.1 BDW hereby covenants with and undertakes to the Council so as to bind all their interests in the Site to pay the Council's reasonable and proper costs legal and administrative costs in respect of drafting, negotiating and completion of this Deed.

10.2 The Owner and BDW hereby covenant with and undertake to the Council so as to bind all their interests in the Site to pay the Monitoring Fee on or before the Commencement Date.

10.3 BDW covenants with the GLA to pay to the GLA on or before the date of this Deed the GLA's reasonable costs incurred in the preparation, negotiation and completion of this Deed

10.4 The Developer covenants with the GLA

to pay the GLA's reasonable and proper costs in connection with any approvals, satisfaction, agreement, confirmation or consent sought from the GLA under this Deed, including considering any request under clause 14.6 to make a determination as to approval of details instead of the Council, as soon as reasonably practicable and in any event not later than twenty (20) Working Days after receipt of an invoice from the GLA.

11. VARIATIONS

11.1 Subject to clause 11.2, if a Section 73 Permission or a Section 96A Approval is granted references in this Deed to the Permission and the Development shall be deemed to include any such Section 73 Permission or Section 96A Approval and the development permitted under such Section 73 Permission or as amended by such Section 96A Approval.

11.2 Clause 11.1 does not fetter the GLA's and the Council's determination of any application for a Section 73 Permission or Section 96A Approval including the GLA's and the Council's

discretion to determine the appropriate planning obligations required in connection with such application which may include a requirement to modify the obligations in this Deed.

12. LOCAL LAND CHARGE

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

12.2 Following the performance and satisfaction of all the obligations contained in this Deed or in the event that this Deed lapses pursuant to clause 9.5 the Council agrees (subject to where so requested it first being paid a reasonable administration fee) it will upon written confirmation cancel all the entries made in the register of local land charges in respect of this Deed.

13. NO FETTER ON DISCRETION

13.1 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA and the Council in the exercise of their functions in any capacity and all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief) and the same may be fully and effectively exercised as if the GLA and the Council were not parties to this Deed.

14. APPROVALS

14.1 Subject to clause 13, where the approval, satisfaction, agreement, confirmation or consent of the GLA or the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed and in any event shall be subject to the timescales set out in clause 14.3 below.

14.2 Where the approval, satisfaction, agreement, confirmation, determination or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Deed, the GLA may notify the Developer (with a copy to the Council) at any time before such approval, satisfaction, agreement, confirmation, determination or consent is given by the Council that the Developer must also obtain the GLA's approval, satisfaction, agreement, confirmation, determination or consent and, following the service of such notice, the relevant approval, satisfaction, agreement, confirmation, determination or consent must be obtained from both the GLA and the Council.

14.3 Subject to clause 14.4, without affecting clause 14.8 and unless otherwise stated in this Deed, where the Developer submits details to the GLA and/or the Council pursuant to any obligation in this Deed, the GLA and the Council (as applicable) covenant with the Developer to issue a determination as to whether the details are approved not later than twenty (20) Working Days after receiving the details SAVE THAT, where not later than ten (10) Working Days after receiving the details the GLA or the Council (as applicable) has requested additional information to determine its approval of the details, it shall issue its determination not later than twenty (20) Working Days after receipt of the additional information.

14.4 Where the GLA and/or the Council (as applicable) determines that external legal or other specialist advice is necessary to review and consider details submitted by the Developer, the

time periods in clause 14.3 or 14.8 (as applicable) shall each be extended by twenty (20) Working Days in respect of the submission of those details.

- 14.5 Where the GLA or the Council (as applicable) determines that any details submitted by the Developer are not approved, it shall provide reasons for such determination.
- 14.6 Where the Council fails to comply with the timescales in clause 14.3 or does not give reasons for refusing to approve any details or the Developer considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Developer may request that the GLA makes the determination as to whether to give the approval instead.
- 14.7 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under clause 14.6 to make a determination instead of the Council and shall notify the Developer and the Council of its election as soon as reasonably practicable.
- 14.8 If the GLA accepts a request under clause 14.6 to make a determination instead of the Council, subject to clause 14.4, the GLA shall issue a determination as to whether the details are approved not later than twenty (20) Working Days after such acceptance **SAVE THAT**, where not later than ten (10) Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than twenty (20) Working Days after receipt of the additional information.
- 14.9 The Developer may refer the approval of any details to an Expert for determination pursuant to (and subject to the provisions of) clause 20 if any of the following occur in respect of the submission of those details:
- 14.9.1 the GLA declines to accept a request under clause 14.6 to make a determination instead of the Council; or
 - 14.9.2 the GLA, having accepted a request under clause 14.6, fails to comply with the timescales in clause 14.8 or the Developer considers that any reasons given by the GLA for refusal to approve any details are unreasonable; or
 - 14.9.3 the GLA fails to comply with the timescales in clause 14.3 or the Developer considers that any reasons given by the GLA for refusal to approve any details are unreasonable.
- 14.10 Where the approval, satisfaction, agreement, confirmation or consent of the Developer is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.

15. WAIVER

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

BDW, the Owner's and/or BDW's successors in title or assigns or any persons claiming through or under the Owner and/or BDW an interest in the Site.

16. VAT

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

17. INTEREST

- 17.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA and/or the Council, if any sum required to be paid by the Owner, BDW and/or the Developer under this Deed is paid late, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.
- 17.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA or the Council (as the case may be) recoverable by action and liable to Interest thereon from the date due until the date of payment.

18. INDEXATION

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

19. THIRD PARTIES

- 19.1 Unless expressly stated in this Deed (and save for paragraphs 2.7 and 4.1 of Schedule 6 in favour of TfL) no third party or other person who is not a party to this Deed other than a successor in title or in the case of the GLA and the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20. DISPUTE PROVISIONS

- 20.1 Subject to clause 20.2 below, in the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten (10) Working Days of a request from one party to convene the meeting.
- 20.2 If the relevant parties are unable to resolve the dispute amicably pursuant to clause 20.1 following the meeting (or, if sooner, the expiry of ten (10) Working Days following the request for a meeting) pursuant to clause 20.1 such dispute or difference may be referred by any of the relevant parties to an Expert to be appointed by agreement between the relevant parties.
- 20.3 If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within twenty (20) Working Days of the request for a meeting:
- 20.3.1 any dispute regarding the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the president or next most senior officer

available of the Law Society who will have the power to determine the appropriate type of Expert and his nomination; and

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

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

20.5 The Expert will be appointed subject to an express requirement that they reach their decision and communicate it to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days after the conclusion of the final hearing or the date on which the Expert receives the final submission or supporting material.

20.6 Notice in writing of the appointment of an Expert pursuant to this clause 20 shall be given by the Expert to the relevant parties and the expert shall invite each of the relevant parties to submit to them within ten (10) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material.

20.7 The Expert shall act as an expert and not as an arbitrator and shall consider any written representation submitted to them within the period specified in this clause 20 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own professional judgement.

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

20.9 If for any reason the Expert fails to make a decision and gives notice thereof in accordance with this clause 20 the party or parties may apply to the president of the Law Society for a substitute to be appointed in their place (which procedure may be repeated as many times as necessary).

20.10 The Expert's costs and the relevant parties' costs of engaging the Expert determination process shall be in the Expert's award or, in the event that the Expert makes no determination, the relevant parties shall bear their own costs and an equal share of the Expert's costs.

20.11 This clause 20 does not apply to any dispute in relation to matters of the law or the interpretation of this Deed which shall be subject to the jurisdiction of the courts.

20.12 Nothing in this clause 20 shall be taken to fetter the parties' ability to seek legal redress in the courts (or otherwise) for any breach of the obligations in this Deed.

21. GOVERNING LAW AND JURISDICTION

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

22. COUNTERPARTS

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

23. DELIVERY

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

24. NOTICES

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

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

24.3 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed (SAVE THAT such notice must be left at or sent to the address specified in clause 24.4) and any such notice shall be in writing and shall refer to the name, date and parties to the agreement and shall cite the clause of the agreement to which it relates.

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

24.4.1 For the Owner:

Address: Old Boiler House, Tolworth Hospital, Red Lion Road, Tolworth, Surbiton KT6 7QU

Name: Joseph Clark, Strategic Property Manager

Reference: Springfield XYZ S106

24.4.2 For BDW:

Address: Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF

Name: The Company Secretary

Reference: Springfield Hospital Phase 2B S106

24.4.3 For the Council:

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

Name: Head of Development Management

Reference: 2022/5288

24.4.4 For the GLA:

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

Name: Head of Development Management

Reference: 2023/0171/S2

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

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

24.5.2 if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after the notice is received or deemed to be received.

25. DUTY TO ACT IN GOOD FAITH

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

26. PAYMENT OF FINANCIAL CONTRIBUTIONS

26.1 All payments to be made under this Deed (save for payment of the Council's legal costs payable in accordance with clause 10.1 hereof) shall be made to the Council by BACS or CHAPS transfer, stating the following reference:

"Land known as Phase 2B, Springfield Hospital 2022/5288"

and referring to the relevant clause or paragraph in this Deed pursuant to which the payment is being made.

26.2 In respect of the payments to be made under this Deed following each payment the Owner shall submit to the Council on the occurrence of each payment (or where there are phased payments not less than once every six months) a completed Method of Payment and Compliance Certificate substantially in the form of the Method of Payment and Compliance Certificate in Schedule 3 to reflect payments made and the Council shall confirm its agreement or otherwise with such payment schedule in writing within 20 Working Days of receipt.

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

SCHEDULE 1
DRAFT PERMISSION

GREATER LONDON AUTHORITY

Good Growth

Nadine James
Montagu Evans
70 St Mary Axe
London
ECA 8BE

GLA ref. GLA/2024/0285/S3
LB Wandsworth ref. 2024/0285
Date: 8 October 2024

Dear Nadine James,

Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008

Site: Springfield Hospital Phase 2B, 61 Glenburnie Road, London, SW17 7DJ

GLA reference: GLA/2024/0285/S3

LB Wandsworth reference: 2024/0285

Applicant: BDW Trading Limited and STEP Springfield Village Limited

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED – 8 October 2024

The Deputy Mayor of London for Planning, Regeneration, and the Fire Service, 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):

“Demolition of the existing healthcare buildings and construction of 4 apartment blocks ranging in height from 3 to 5 storeys along with nine 3 storey townhouses containing a total of 449 residential units, external amenity space, 48 car parking spaces, 817 cycle parking spaces, landscaping and public realm works, and new access routes”

At: Springfield Hospital Phase 2B, 61 Glenburnie Road, London, SW17 7DJ in the London Borough of Wandsworth

Subject to the following planning conditions and informatives:

Conditions

1. Expiration of planning permission

The development hereby permitted shall be begun within 3 years from the date of this permission.

Reason: To prevent the accumulation of unimplemented planning permissions and to comply with Section 91 of the Town and Country Planning Act 1990 (as amended) and to meet the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004 and to meet the requirements of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. Approved drawings and documents

The development shall be carried out in accordance with the reports, specifications and drawings: [001000 P01; 1110 P02; 1111 P03; 1112 P02; 1113 P02; 1114 P02; 1115 P01; 1120 P03; 1121 P03; 1122 P01; 1123 P01; 1124 P01; 1125 P01; 1130 P02; 1131 P02; 1132 P02; 1133 P02; 1134 P02; 1135 P02; 1136 P01; 1140 P02; 1141 P02; 1142 P02; 1143 P02; 1144 P02; 1145 P01; 1146 P01; 1150 P01; 1151 P01; 1152 P01; 1153 P01; 2310 P02; 2311 P01; 2320 P02; 2321 P01; 2330 P02; 2331 P02; 2332 P02; 2340 P01; 2341 P01; 2350 P02; 2361 P01; 2362 P02; 3210 P01; 3220 P01; 2330 P01; 5100 P03; 5101 P04; 5102 P04; 5103 P02; 5104 P02; 5105 P02; 5106 P01; 5107 P01; 5108 P02; 5109 P03; 5300 P01; 5301 P01; 5302 P02; 5303 P01; 5304 P02; 10101 P01; 10102 P01; 10103 P01; 10104 P02; 91101 P02; 91102 P02; H8719-BOS-SW-ZZDR-L-90110 P01; H8719-BOS-SW-ZZDR-L-90111 P01; H8719-BOS-SW-ZZDR-L-90112 P02; H8719-BOS-SW-ZZDR-L-90113 P02; H8719-BOS-SW-ZZDR-L-90114 P01; H8719-BOS-SW-ZZDR-L-90115 P01, H8719-BOS-SW-ZZDR-L-90116 P01, H8719-BOS-SW-ZZDR-L-90117 P01, 33936- RG-L- 01-08 Rev A]

Planning Statement Rev B, Environmental Statement, Transport Assessment, Outline Travel Plan Rev B, Car Parking Management Plan, Delivery and Servicing Plan, Energy Statement Rev 4, Overheating Statement Rev 3, Sustainability Statement Rev 2, Whole Life Cycle Carbon Statement Rev 2, Fire Statement Rev B, Construction Management Plan Rev 1, Outline Construction Logistics Plan, Utilities Assessment Rev 2, Arboricultural Impact Assessment Rev 1.3, External Lighting Assessment Rev 02, Daylight, Sunlight and Overshadowing Assessments, Preliminary Ecological Appraisal, Bat Survey Report, Reptile Survey, Biodiversity Net Gain (BNG) Assessment, Health Impact Assessment, Site Waste Management Plan, Flood Risk Assessment Rev 4, Drainage Statement Rev 4, Archaeology Assessment Rev 5, Cultural Action Plan, Wind Microclimate Assessment, Design and Access Statement and Addendums, Transport Response Note Rev 1.2

Reason: To ensure a satisfactory standard of development and to allow the local planning authority to review any potential changes to the scheme.

3. Details of site levels

Prior to commencement of each phase of development (excluding demolition) full details of existing and proposed site levels within that phase shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure the development relates satisfactorily to its surroundings, and in accordance with Policies LP1 and LP2 of the Local Plan coupled with the requirements of the National Planning Policy Framework. It is necessary for the condition to be discharged prior to the commencement of works to ensure the ground levels across the development are compatible with adjoining sites before the site is cleared.

4. Construction management plan

No development, including any demolition, shall take place in any phase of development until a construction management plan has been submitted to and approved in writing by the local planning authority for that phase. The construction management plan shall include details (but not be limited to) the routing of construction vehicles, time of vehicle arrival and departure, any proposed temporary traffic and pedestrian management measures during the course of construction, and measures to reduce and mitigate noise, dust and air quality during demolition and construction in accordance with The Control of Dust and Emissions during Construction and Demolition SPG 2014. The development shall be undertaken in accordance with the approved construction management plan for that phase.

Reason: In the interests of traffic, general amenity of the area and neighbour amenity in accordance with LP50 and LP51 of the Local Plan coupled with the requirements of the National Planning Policy Framework. It is necessary for the condition to be discharged prior to

the commencement of any works on site to ensure the whole construction phase is in accordance with an approved plan.

5. Environmental management plan

No development shall commence within each phase of development until a Environmental Management Plan (EMP) has been submitted to and been approved in writing by the local planning authority for that phase. The EMP shall include measures to mitigate the construction effects as part of a coordinated and collaborative approach with surrounding developments, and shall include the following details (although not limited to):

- Whilst works should take place outside of the nesting season (February – September inclusive), if there are emergency works during this period, then a site walk over at least 48 hours prior to works commencing is required by a named CIEEM accredited ecologist with experience of working in London to check for any nesting birds. In the event that a nest is found, an appropriate exclusion zone should be implemented around it until the young have fully fledged (Wildlife and Countryside Act 1981 (as amended)).
- Details of Precautionary Method of Work with regards to bats including (but not limited to) having a bat box installed onsite in case any bats are found during construction, having a suitably qualified ecologist present for the inspection of suitable bat roosting features prior to the building demolition, the soft felling of tree TN1 and the soft stripping of B1 and the building identified by the resident as a potential bat roost;
- Details of measures to be taken to ensure that the adjacent Streatham Cemetery SINC will not be impacted negatively by the works (including, but not limited to lighting, dust, litter, noise etc.);
- Details of deadwood habitat;
- Details of bat and reptile toolbox talks to be given to all workers onsite;
- Whilst lighting should be avoided, if lighting is necessary, details of a construction lighting plan outlining how lighting will be prevented from negatively impacting any protected and priority species during construction, in particular commuting bats. This construction lighting plan should follow the best practice industry guidance outlined in the Bat Conservation Trust (BCT) and Institute of Lighting Professionals (ILP) Guidance Note (2023);
- Details of measures to prevent mammal, amphibian or reptile entrapment or harm on site, including in excavations and construction and waste materials left on site;
- Details of measures to sensitively clear vegetation on site to prevent any harm to wildlife;
- An Invasive Non-Native Species plan detailing the measures to be taken to manage any INNS (including species on the London Invasive Species Initiative (LISI) list) discovered onsite during the works in line with best practice for London, including details of the appropriate waste disposal for arising materials and measures to prevent recurrence.
- The development shall not be undertaken otherwise than in accordance with the approved EMP.

Reason: To ensure construction works and traffic impacts are minimised, to protect amenities of neighbouring occupiers and biodiversity and to mitigate the impacts of development on protected species, in accordance with Policy LP55 of the Local Plan and Policy G6 of the London Plan. The details are required prior to the start of the works so that the necessary precautions and mitigation measures can be implemented prior to construction works commencing.

6. Non-Road Mobile Machinery

The use of non-road mobile machinery of net power between 37kW and 560kW used in the construction of the development shall meet at least Stage IIIA of the EU Directive 97/68/EC and its amendments. This will apply to both variable and constant speed engines for both NOx and PM. Prior to commencement of development, any non-road mobile machinery of net power

between 37kW and 560kW to be utilised in the construction of the development shall be registered on the website <https://nrmm.london/>

Reason: To help monitor the use of such equipment across London in accordance with the Policy SI 1 of the London Plan. It is necessary for the condition to require plant to be registered prior to works starting to ensure all plant is included in the registration.

7. PM10 Monitoring

Prior to commencement of development, details shall be submitted to and approved by the Local Planning Authority, before the development is commenced, for the siting, implementation and reporting of automatic PM10 monitors. Monitoring must include trigger levels and agreed actions where exceedances occur. The reports must be forwarded to the Environmental Health advisor to Wandsworth Council. The development shall not be undertaken otherwise than in accordance with the approved details.

Reason: To manage and prevent further deterioration of existing low quality air across London in accordance with Policy SI1 of the London Plan.

8. Piling Method Statement

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

Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. (The applicant is advised to contact Thames Water Developer Services to discuss the details of the piling method statement prior to its submission).

9. Contaminated land desk top investigation

The development shall be carried out in accordance with the submitted preliminary risk assessment by RMA Environmental Limited. A site investigation shall be conducted prior to commencement of each phase of development to consider the potential for contaminated land and shall be submitted to and approved in writing by the local planning authority.

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, having regard to Policy LP14 of the Local Plan coupled with the requirements of the National Planning Policy Framework. The details are required prior to the start of the works so that the necessary precautions and mitigation measures can be incorporated into the construction.

10. Contaminated land method statement

No development shall occur until a remediation method statement, described to make the site suitable for, intended use by removing unacceptable risks to sensitive receptors, and shall be submitted to and approved in writing by the local planning authority.

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, having regard to Policy LP14 of the Local Plan, coupled with the requirements of the National Planning Policy Framework. The details are required prior to the start of the works so that the necessary precautions and mitigation measures can be incorporated into the excavation and construction.

11. Contaminated land - verification

Prior to first occupation of the development, the remediation shall be completed and a verification report produced on completion of the remediation, shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure that remedial measures have been undertaken and the environmental risks have been satisfactorily managed so that the site is deemed suitable for residential use to accord with Policy LP14 of the Local Plan coupled with the requirements of the National Planning Policy Framework

12. Tree protection measures

Prior to the commencement of each phase of the development Tree Protection measures in line with the submitted Arboricultural Impact Assessment, prepared by Tree Works Environmental Practice and in line with BS5837:2012 shall be installed and no works or materials/plant storage shall be undertaken within the protected area. The protection measures shall be retained until completion of the phase of development to which they relate.

Reason: To preserve trees and hedges on the site in the interests of visual amenity and the character of the area, in accordance with Policy LP56 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

13. Full Fibre Connectivity Infrastructure

Prior to commencement of each phase of the development (excluding demolition), 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 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 SI 6 of the London Plan.

14. Details of materials prior to above ground works

Prior to commencement of above ground works (excluding demolition) within each phase of development details and samples of materials proposed to be used on all external surfaces of the development within that phase shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved materials and thereafter so retained.

Reason: In order to assess the suitability of the proposed materials, in the interests of the appearance of the locality, in accordance with Policy LP1 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

15. Design of wheelchair units

Prior to commencement of above ground works of any phase of development detailed plans of the design and layout of the social rented wheelchair M4 (category 3) housing within that phase of development shall be submitted to and approved in writing by the local planning authority in consultation with the Council's Specialist Occupational Therapist (or job title that supersedes). The development shall be carried out in accordance with the approved details. The applicants are encouraged to engage with the Council's Special Occupational Therapist prior to submission of the relevant details.

Reason: In order to ensure the delivery of appropriate inclusive accommodation in accordance with Policy LP27 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

16. Building services plant

Details of the location, specification and predicted noise levels of any building services plant shall be submitted to and approved in writing by the local planning authority before installation. A noise control scheme for any building services plant that will form part of the development shall form part of the submitted details and shall demonstrate that the following noise design requirements can be complied with and shall thereafter be retained: The cumulative measured or calculated rating level of noise emitted from the building services plant, shall be 5dB(A) below the existing background noise level, at all times that the mechanical system or equipment operates. The measured or calculated noise levels shall be determined at 1 metre from the window of the nearest noise sensitive premises in accordance with the latest British Standard 4142. An alternative position for assessment/measurement may be used to allow ease of access, this must be shown on a map and noise propagation calculations detailed to show how the design criteria is achieved. The development shall not be undertaken otherwise than in accordance with the approved submitted and approved details.

Reason: In the interests of amenity in accordance with Policy LP2 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

17. Landscaping scheme details

Prior to commencement of the above ground works in each phase of development a landscaping scheme, to include landscaping and treatment of parts of the site not covered by buildings, shall be submitted to and approved in writing by the local planning authority. These details shall include (but not be limited to) hard landscaping works including proposed finished levels and contours; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; soft landscaping including the species and height of trees and root volumes, shrubs, hedges, and species associated with any biodiverse roofs, with priority given to native and wildlife friendly species, including night scented species; minor artefacts and structures (e.g. furniture equipment, refuse or other storage units, ecologically sensitive lighting (in accordance with the Bat Conservation Trust and ILP 2023 Guidance); proposed and existing functional services above and below ground (e.g. drainage power; communications cables, pipelines, indicating lines, manholes, supports). The landscaping scheme shall be carried out in accordance with the approved details and completed prior to first occupation of the development, or in accordance with a program agreed in writing with the local planning authority.

Reason: To ensure a satisfactory appearance, provide tree planting and biodiversity improvements, in accordance with Policies LP1, LP55 and LP56 of the Local Plan and Policies G5 and G6 of the London Plan.

18. Details of play equipment

Prior to its installation full details of play equipment to be provided within each phase of the development, including details of its location, form and materials, together with details of measures to prevent play areas having a negative impact on nearby biodiversity features, and a proposed maintenance programme for the equipment, shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided in accordance with the approved details prior to occupation of each phase of development in which it is proposed to be located and shall be maintained as such thereafter.

Reason: To ensure the provision of appropriate play equipment in accordance with Policy LP19 of the Local Plan, coupled with the requirements of the National Planning Policy Framework.

19. Details of street furniture

Prior to commencement of above ground works within each phase of development details of street furniture [including but not limited to seating, bollards, bins and other minor artefacts] shall be submitted to and approved in writing by the local planning authority. The approved street furniture and lighting shall be carried out in accordance with the approved details and completed prior to occupation of the phase of development, and retained thereafter.

Reason: To ensure a suitable quality of development, to preserve residential amenities of the locality and protect the biodiversity of the area in accordance with Policies LP1, LP2, LP14 and LP55 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

20. Retained tree and replacement

In this condition 'retained tree' means an existing tree or hedge, which is to be retained in accordance with the approved drawings. Paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the first occupation of the development hereby approved.

a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be pruned other than in accordance with the approved drawings and specifications, without the prior written approval of the local planning authority. Any pruning shall be carried out in accordance with British Standard 3998:2010 Tree work and in accordance with any approved arboricultural method statement.

b) If any retained tree is removed, uprooted or 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 preserve trees and hedges on the site in the interests of visual amenity and the character of the area, having regard to Policy LP56 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

21. Ecological Enhancement and Management Plan

Notwithstanding the details shown on the approved plans and set out in the supporting information, Landscape and Ecological Enhancement and Management Plans shall be submitted to and approved in writing by the local planning authority prior to the commencement of any above ground works in each phase of development. The Plan shall include details of all measures to provide biodiversity gain, in accordance with the principles outlined in the submitted Biodiversity Net Gain Report, including but not limited to:

- Details of wildlife friendly planting;
- Details of all biodiverse roofs (including the Biosolar roofs) including details of extensive substrate base, features to be included within the substrate e.g. rope coils, sand, gravel, etc., and details of any seeding/plug plant choice (in accordance with The Gro Green Roof Code 2021);
- Details of species, soil and management of the semi-natural grassland;
- Details of the planted detention basin and rain gardens;
- orientation, target species and location for all bird and bat boxes to be installed in the trees and all swift and bat boxes/ bricks to be integrated with the new buildings;
- Details of deadwood habitat;
- A wildlife connectivity plan detailing the movement of different species across the site;
- A bat sensitive post-construction lighting plan to ensure that any lighting will be of a specification that minimises its impacts on bats, onsite habitats and the adjacent Streatham Cemetery SINC in accordance with the BCT and ILP 2023 Guidance Note (including having a colour temperature of $\leq 2700\text{k}$).
- Details on the management to be implemented post-construction shall also be submitted, which shall include management responsibilities and maintenance schedules for all hard and soft landscaped areas as well as the above-mentioned measures to provide biodiversity gain.

The approved details shall be implemented prior to first occupation of each phase of development and maintained thereafter.

Reason: To enhance the ecological interest of the site and to ensure that the ecological features are provided and maintained in a satisfactory manner in accordance with Council Policy LP55 of the Local Plan and London Plan Policy G6

22. Urban Greening

The proposed development must achieve an urban greening score of at least 0.4. If the proposed development deviates from the urban greening layout detailed in the approved submission, then prior to first occupation of the development an updated urban greening table and plan shall be submitted to and approved in writing by the local planning authority. The urban greening shall be provided in accordance with the approved details prior to the occupation of the development.

Reason: To ensure adequate urban greening, in accordance with Policy G5 of the London Plan.

23. External Lighting

Details of any external lighting proposed within each phase of the development, both during construction phase and all subsequent permanent external lighting, shall be submitted to and approved by the local planning authority before its installation, including but not limited to: locations, type of lighting, lux levels, along with pseudo colour rendering and clear geo-referenced lux contour plans and details of measures to control light spill, including prevention from falling onto any biodiversity enhancements such as biodiversity roofs and bat and bird boxes/bricks. This lighting plan must follow best practice industry guidance produced by the Bat Conservation Trust and Institute of Lighting Professionals. The lighting shall be installed and maintained in accordance with the approved details.

Reason: In the interests of ecological functionality and the amenities of existing residents and future occupiers of the development, in accordance with Policies LP2 and LP55 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

24. In accordance with flood risk assessment and Drainage Strategy

The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment by RMA Environmental ref. RMA-C2397 and the approved Drainage Statement by Simpson TWS ref. P22-655 issue 4. The mitigation measures shall be retained as such.

Reason: To reduce the risk of flooding to the proposed development and future occupants, and third parties in accordance with Policy LP12 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

25. SuDs Management Plan

Prior to the occupation of any phase of the development, a public realm, landscape and SuDs management plan shall be submitted to and approved in writing by the local planning authority. The plan shall include annual maintenance of the garden, any green roofs and SuDS and shall be implemented as approved and permanently maintained as such.

Reason: To ensure that landscape, public realm and SuDs features are maintained and in the interest of local amenity, security, drainage and biodiversity in accordance with Policies LP1; LP2; LP12 and LP56 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

26. Carbon reductions

The development shall be built in accordance with the submitted Energy Strategy by Briary Energy dated 25/07/2024, demonstrating how the development will follow the hierarchy of energy efficiency, decentralised energy and renewable energy technologies to secure a minimum 67% reduction in CO2 emissions above levels set in Building Regulations Part L 2021. Prior to first occupation of the development, evidence (e.g. photographs, copies of installation contracts and as-built worksheets prepared under SAP or the National Calculation Method) shall be submitted to the local planning authority and approved in writing to demonstrate that the development has been carried out in accordance with the approved Energy Strategy. The installed measures shall be retained in accordance with the approved details unless otherwise agreed by the local planning authority.

Reason: In the interest of sustainable development and to accord with Policy SI2 of the London Plan and Policy LP10 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

27. Measures to control overheating

Within 3 months of commencement of above ground works in each phase of development, full details of the mechanical ventilation or other measures required to avoid overheating shall be submitted to and approved by the local planning authority. The development shall be constructed in accordance with the approved details and retained as such.

Reason: To protect the occupiers of the building and in the interests of sustainability in accordance with Policy LP2 and LP10 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

28. Water use (majors)

The development will achieve a maximum water use of 110 litres per person per day per home (including an allowance of five litres or less per person per day for external water consumption) in line with the Water Efficiency Calculator for new dwellings from the Department of Communities and Local Government. Prior to first occupation of each phase of the development evidence (schedule of fittings and manufactures literature) shall be submitted to and approved in writing by the local planning authority to show that the development has been constructed in accordance with the specified internal water use calculations.

Reason: In the interest of sustainable development and to accord with Policies LP1, LP2, LP10 of the Local Plan coupled with the requirements of the National Planning Policy Framework. The details are required prior to commencement of development to ensure the water saving measures are incorporated into the construction.

29. Circular Economy Post Completion Report

Prior to first occupation of the development, a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance. The report should be submitted to and approved by the LPA in writing.

Reason: In order to maximise the re-use of materials and in the interests of sustainable waste management in accordance with Policy SI7 of the London Plan.

30. Whole Life Carbon Assessment

Prior to the occupation of the development, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. Together with any supporting information, it should be submitted to, and approved by the local planning authority in writing.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI2 of the London Plan.

31. Waste storage provision

Prior to the commencement of above ground works (excluding demolition) of any phase of development, final details of the siting, design and materials of refuse and recycling storage to serve the phase of development shall be submitted to and approved in writing by the local planning authority. The refuse storage facilities shall be provided in accordance with the approved details prior to occupation of each phase of development, and shall be retained thereafter.

Reason: In the interests of amenity and hygiene, in accordance with Policy LP1 and LP2 of the Local Plan coupled with the requirements of the National Planning Policy Framework

32. Delivery and servicing plan

Prior to first occupation of any phase of development, details of a delivery and servicing plan, including hours of operation shall be submitted to and approved by the local planning authority. The development shall be occupied and operated in accordance with the approved delivery and servicing plan.

Reason: To ensure that adequate arrangements are made for deliveries and servicing to the site and to ensure that the plan is sensitive to the amenity of local residents in accordance with Council Policies LP50 and LP51 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

33. Cycle parking details

Prior to commencement of above ground works (excluding demolition) in each phase of development details of the location, number and design of secure and covered cycle parking for that phase shall be submitted to and approved in writing by the local planning authority. The cycle parking shall be provided in accordance with the approved details prior to the occupation of the development and be retained for cycle parking purposes for the users of the development and for no other purpose. No less than a total of 817 long stay cycle parking spaces and 32 short stay visitor cycle parking spaces shall be provided within the completed development.

Reason: To ensure adequate provision is made for cycle parking in accordance with Policies LP2, LP37, LP51, PM2, PM3, PM4, PM6, PM7, PM8 and PM9 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

34. Parking to be provided and retained

Prior to occupation of any part of the development the parking areas shown on the approved drawings for that phase of development shall be provided and shall be retained for parking purposes for the users of the development and for no other purpose.

Reason: To ensure adequate arrangements are made for off-street parking in accordance with Policies LP2 and LP51 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

35. Electric Vehicle Charging Point

All car parking spaces provided within the development shall include active electric vehicle charging points. Active charging measures should be fully wired and connections ready for use prior to occupation of each phase of development within which the car parking spaces are located.

Reason: To ensure adequate provision is made for electric vehicle charging in accordance with Policies LP14, LP49 and LP51 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

36. Car park management plan

The development shall only be carried out and operate in full accordance with the submitted Car Parking Management Plan by Ardent ref. 2202830-05 dated December 2022. The mitigation and enforcement measures shall be retained as such.

Reason: To ensure adequate arrangements are made for the control of off-street parking in accordance with Policies LP2 and LP51 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

37. Vehicular restriction measures

Prior to commencement of occupation of any part of the development details of physical measures to prevent vehicles (other than emergency service vehicles) from being able to use the John Hunter Avenue pedestrian/cycle access link and the central pedestrian/cycle promenade shall be submitted to and approved in writing by the local planning authority. The approved measures shall be implemented in full prior to commencement of use of these pedestrian/cycle routes.

Reason: To ensure adequate arrangements are in place to prevent mis-use of the pedestrian/cycle route, in accordance with Policies LP50 and LP51 of the Local Plan, coupled with the requirements of the National Planning Policy Framework.

38. Fire Statement

The development permitted by this planning permission shall only be carried out in accordance with the approved Fire Statement by MSC reference FFL7596/R1. The mitigation measures shall be retained as such.

Reason: To ensure that adequate arrangements are made for fire safety in accordance with Policy D12 of the London Plan coupled with the requirements of the National Planning Policy Framework.

39. No extensions or alterations without permission

Notwithstanding the provisions of Schedule 2 Part 1 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking, amending or re-enacting that Order) no alterations, extensions, additions or enlargements shall at any future time be erected or constructed to the dwellings hereby approved without the prior permission of the local planning authority.

Reason: In order to control future development, in accordance with Policies LP1 and LP2 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

40. No telecommunications equipment

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking, amending or re-enacting that Order) no satellite dishes, telecommunications masts, antennas or equipment or associated structures, shall be installed on the building hereby approved.

Reason: To protect the appearance of the building, and accord with Policies LP1, LP2 and LP22 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

41. Wayfinding

Details of a waymarking strategy, including full details of any structures or fixtures for the purposes of waymarking to be erected within the site shall be submitted to and approved by the local planning authority. The approved waymarking strategy shall be installed prior to occupation of each phase of the development.

Reason: In the interests of the amenities of occupiers and users of the development, in accordance with Policies LP1 and PL2 of the Local Plan, coupled with the requirements of the National Planning Policy Framework.

42. Free Drinking Water

Prior to the occupation of the development, 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 reasonable endeavours to deliver free drinking water including 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 these plans and details, and drinking water made available to the public for free in accordance with the plans and details in perpetuity.

Reason: To ensure sustainable provision of free drinking water, to minimise plastic waste.

43. Water Network Infrastructure Capacity

Prior to occupation of any phase of the development details shall be submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water confirming that either any necessary water network upgrades required to accommodate the additional demand to serve the development have been completed; or a development and infrastructure plan confirming that sufficient capacity is already available has been agreed with Thames Water to allow the development to be occupied.

Reason: The development may lead to low water pressure and network reinforcement works may be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the approved development. The developer can request information to support the discharge of this condition by visiting the Thames Water website at thameswater.co.uk/preplanning.

44. Details of proposed link between the site and the cemetery and of the proposed

Notwithstanding the approved drawings, documents and details, prior to the occupation of the Blocks A and B in the proposed development, details of the proposed pedestrian link between the site and Streatham Cemetery shall be submitted to and approved in writing by the local planning authority. The details submitted shall include suitably scaled plans of the relevant part of the cemetery and the site, together with details of the proposed railings and metal arch including suitably scaled elevations and details of all materials including hard landscape surfacing materials. If the proposals involve the removal of tombs or monuments, these shall be detailed with accompanying photographs. Details of the proposed shall be provided in the form of a short report with illustrations and a plan of the proposed installations. The approved link, railings, arch, hard landscaping and shall be carried out in accordance with the approved details and completed prior to occupation of Blocks A and B of the proposed development, and retained thereafter.

Reason: To ensure the heritage benefits of the scheme are secured, to protect the setting of the locally listed cemetery, to ensure a suitable quality of development, to preserve residential amenities of the locality in accordance with Policies LP1, LP2, LP3, LP14 and LP55 of the Local Plan, Policy HC1 of the London Plan coupled with the requirements of the National Planning Policy Framework.

45. Management and maintenance strategy for public realm

Prior to the occupation of the development, a detailed management and maintenance strategy for all areas of public realm shall be submitted to be approved in writing with the Local Planning Authority. Once agreed the management and maintenance strategy shall be implemented in strict accordance with the agreed details.

Reason: To achieve a high standard of public realm in accordance with Policy D8 of the London Plan, and Policies LP1 & LP56 of the Local Plan.

46. Discharge rate

Prior to the commencement of development (excluding demolition), the applicant shall provide confirmation that there is no change, or an overall improvement, in the previously agreed wider scheme surface water discharge rate to the Thames Water Sewer network, as a result of the changes proposed in this phase of the development.

Should there be no increase in the discharge rate, or if the discharge rate represents an improvement, the development may proceed. In the event that the discharge rate is found to increase, the applicant shall submit a revised Drainage Strategy for approval by the local planning authority to ensure compliance with the agreed rate.

No works shall commence until confirmation, or a revised strategy has been approved in writing by the local planning authority.

Reason: To ensure that landscape, public realm and SuDs features are maintained and in the interest of local amenity, security, drainage and biodiversity in accordance with Policies LP1; LP2; LP12 and LP56 of the Local Plan coupled with the requirements of the National Planning Policy Framework.

47. Phasing Condition

The development hereby permitted shall be carried out in accordance with a phasing programme, details of which shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of any part of the development. The development shall be carried out in accordance with the approved phasing programme unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of proper planning and ensuring conditions are enforceable.

Informative

Community Infrastructure Levy (CIL): From the information available, it appears that the development permitted is subject to a Community Infrastructure Levy charge in accordance with the Community Infrastructure Levy Regulations 2010 (as amended). Any assessment of CIL liability by Wandsworth Council has been based on the information provided and is not intended to provide a binding estimate of the actual CIL liability likely to be incurred. General information on the Community Infrastructure Levy, including the forms that should be submitted to the Council can be found on the Council's website.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, 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/2024/0285/S3. The Deputy Mayor 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 paragraph 38 of the 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.

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 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

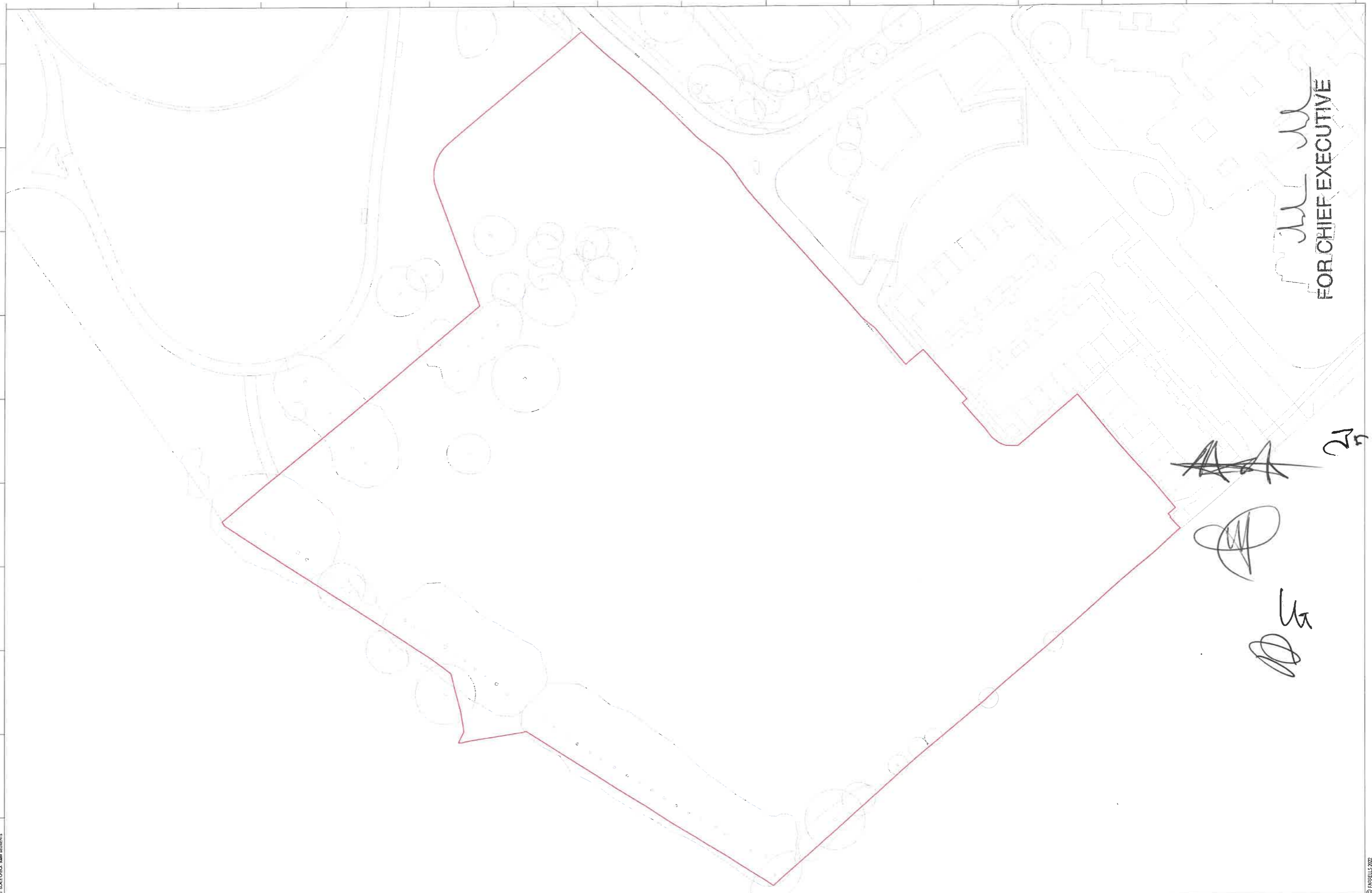
If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

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 or 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.

SCHEDULE 2

PLANS

Plan 1 – Site Plan



[Handwritten signature]
FOR CHIEF EXECUTIVE

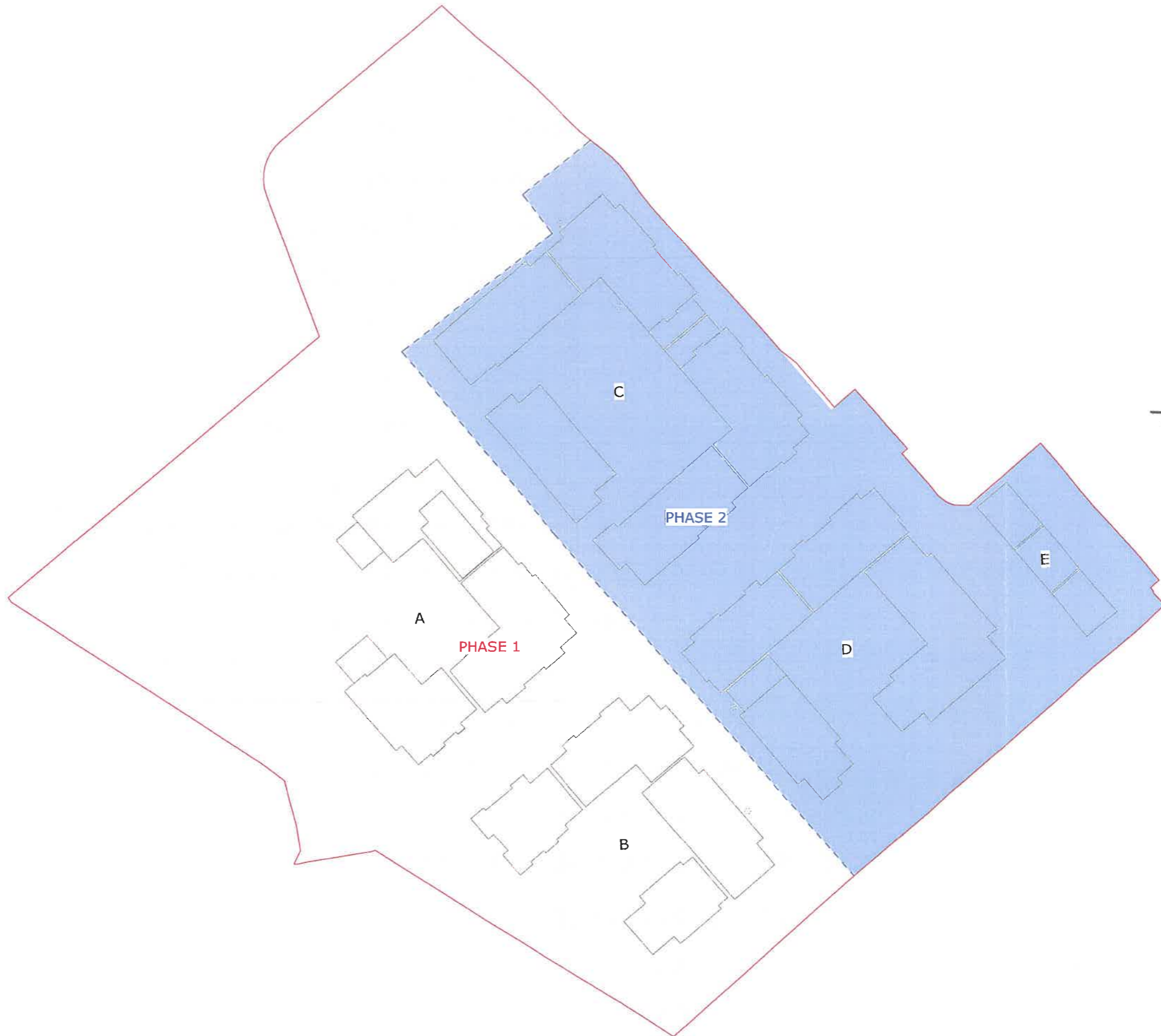
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Rev	Date	Description
P01	25/09/2024	Plan for S106

PRINT SCALE CHECK 30MM SEGMENTS

© FARRELLS 2022

Plan 2 – Phasing Plan



John M.
FOR CHIEF EXECUTIVE

~~AA~~ 21
[Signature]
[Signature]

Rev	Date	Description
P01	26/09/2024	Plan for S106

PRINT SCALE CHECK 5MM SEGMENTS

© FARRELLS 2022

Plan 3 – Affordable Housing Plans



[Signature]
FOR CHIEF EXECUTIVE

[Signature] 21
[Signature]
[Signature]



Site-wide Ground Floor Plan

Room Legend

-  Social Rented Housing Units
-  London Shared Ownership Housing Units

NOTE: REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR DETAIL.

BDW Trading Limited & STEP Springfield Village Limited



1:500 0 5m 20m As indicated @ A1

Rev	Date	Description
P01	26/09/2024	Plan for S106

Springfield Hospital Phase 2b

Plan 3 A
25/09/2024

SPRHO-FAR-ZZ-ZZ-DR-AR-SK103 FARRELLS

- A

© FARRELLS 2022

Jahid Jahan
FOR CHIEF EXECUTIVE



Site-wide First Floor Plan

Room Legend

- Social Rented Housing Units
- London Shared Ownership Housing Units

Handwritten notes and signatures:
 A
 B
 C
 D
 E
 21

NOTE: REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR DETAIL.

[Signature]
FOR CHIEF EXECUTIVE

21



[Handwritten initials]



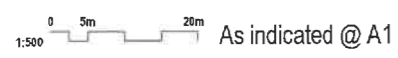
Site-wide Second Floor Plan

Room Legend

- Social Rented Housing Units
- London Shared Ownership Housing Units

NOTE: REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR DETAIL.

BDW Trading Limited & STEP Springfield Village Limited



Rev	Date	Description
P01	25/09/2024	Plan for S106

Springfield Hospital Phase 2b

Plan 3 C
25/09/2024

SPRHO-FAR-ZZ-ZZ-DR-AR-SK103 **FARRELLS**

- C

PRINT SCALE CHECK: 30MM ESCALATORS

© FARRELLS 2022

[Signature]
FOR CHIEF EXECUTIVE



[Handwritten initials]



Site-wide Third Floor Plan

Room Legend

- Social Rented Housing Units
- London Shared Ownership Housing Units

NOTE: REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR DETAIL.

[Signature]
FOR CHIEF EXECUTIVE



[Handwritten initials]
JF

Site-wide Fourth Floor Plan

Room Legend

- Social Rented Housing Units
- London Shared Ownership Housing Units

NOTE: REFER TO LANDSCAPE ARCHITECTS DRAWINGS FOR DETAIL.



Plan 4 – Phase 2B Springfield Park Plan



PHASE 2B
SPRINGFIELD
PARK

A

B

C

D

E

[Handwritten signature]

FOR CHIEF EXECUTIVE

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

LF



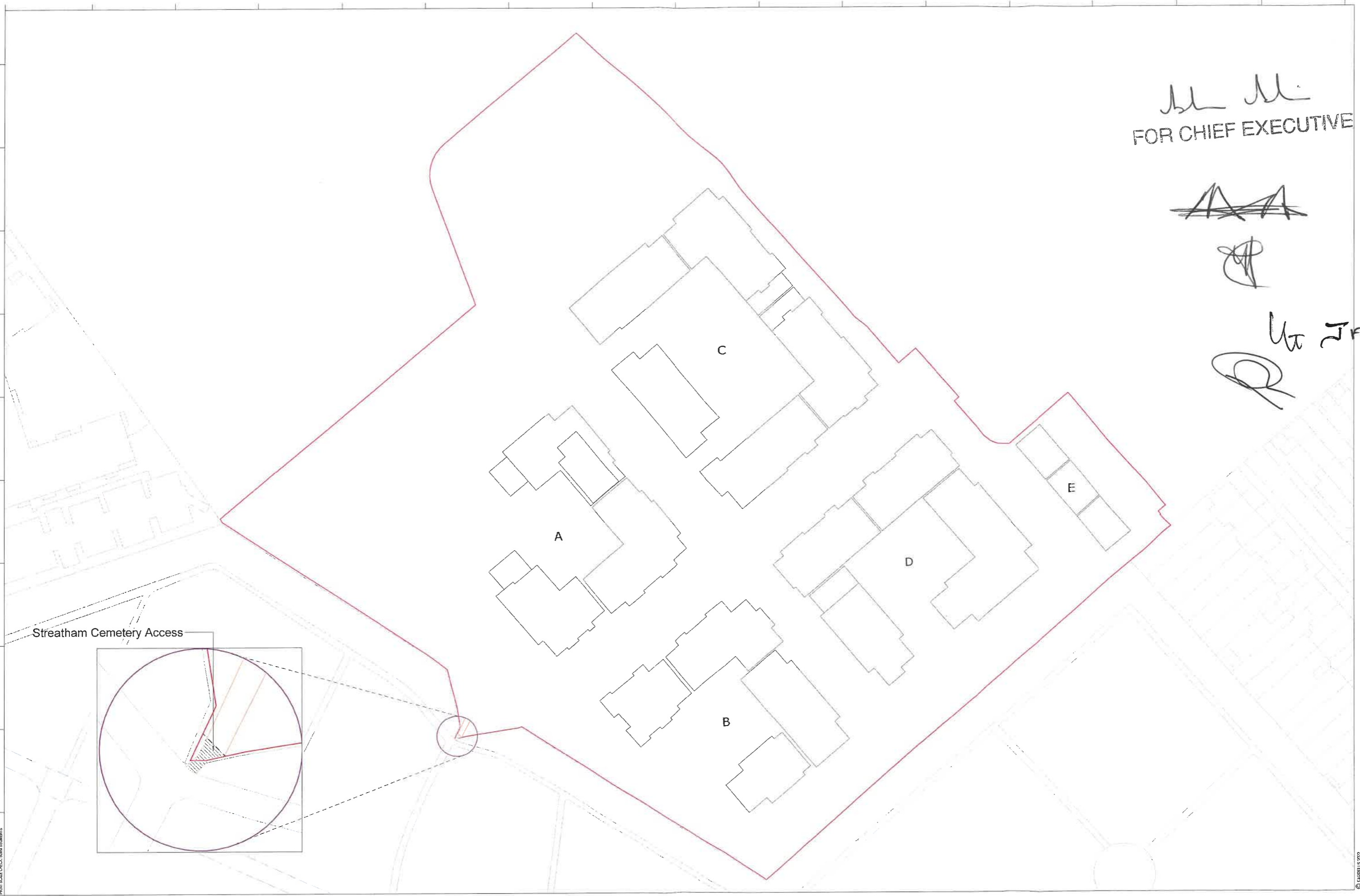
Plan 5 – Streatham Cemetery Access Route Plan

M. M.
FOR CHIEF EXECUTIVE

~~*AAA*~~

EP

Ut Jr
R



Rev	Date	Description
P01	26/09/2024	Plan for S106

PRINT SCALE CHECK: 20MM ESCALATORS

© FARRELLS 2022

SCHEDULE 4

AFFORDABLE HOUSING

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

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

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

2. PROVISION OF AND USE AS AFFORDABLE HOUSING

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

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

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

3. DELIVERY OF AFFORDABLE HOUSING UNITS

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

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

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

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

(a) to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;

(b) to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and

(c) not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

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

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

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

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

4. NOMINATIONS AGREEMENTS

4.1 The Developer shall not to Occupy or cause or permit Occupation of the Social Rented Housing Units in a Phase unless and until Nomination Agreement(s) are in place between the Council and the agreed Affordable Housing Provider for the relevant Social Rented Housing Units.

4.2 The Developer shall include a condition within any transfer of the Social Rented Housing Units in a Phase to an Affordable Housing Provider to enter into Nomination Agreement(s) with the Council prior to Occupation of the relevant Social Rented Housing Units.

5. EXCLUSION OF LIABILITY

5.1 The obligations and restrictions contained in this Schedule 4 shall not bind:

- 5.1.1 any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Charge) and who has first complied with the provisions of paragraph 6 below;
- 5.1.2 an RTA Purchaser;
- 5.1.3 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
- 5.1.4 any lessee of a London Shared Ownership Housing Unit who has Staircased to 100% (one hundred per cent) ownership of such unit; and
- 5.1.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.1.1-5.1.4 (inclusive).

6. CHARGE IN POSSESSION

6.1 In order to benefit from the protection granted by paragraph 5.1.1 above, a Chargee must:

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

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

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

(b) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

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

7. LONDON SHARED OWNERSHIP HOUSING UNITS

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

8. MONITORING

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

SCHEDULE 5

EARLY STAGE VIABILITY REVIEW

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

1. EARLY STAGE REVIEW TRIGGER

- 1.1 The Developer shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five (5) Working Days after receiving a written request from the GLA and/or the Council, the Developer shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA and the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Developer's notification pursuant to paragraph 1.1 above, the Developer shall afford the GLA and the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:-
- 1.3.1 provide the Developer with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Developer or its agent.
- 1.4 No later than twenty (20) Working Days after the GLA and the Council receives:-
- 1.4.1 notice pursuant to paragraph 1.1 above; or
 - 1.4.2 if the GLA and/or the Council makes a request under paragraph 1.2 above, the additional documentary evidence,
- the Council (and if it elects to do so the GLA) shall inspect the Site and thereafter provide written confirmation to the Developer within ten (10) Working Days of the inspection date as to whether or not the Council (and if the GLA has inspected the Site, the GLA) consider that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the GLA and/or the Council notifies the Developer pursuant to paragraph 1.4 above that the GLA and/or the Council considers that Substantial Implementation has not been achieved then paragraph 1 of this Schedule shall continue to apply *mutatis mutandis* until the GLA and Council have notified the Developer that Substantial Implementation has been achieved.
- 1.6 The Developer shall not Occupy the Development or any part thereof until:-
- 1.6.1 the GLA and the Council have notified the Developer pursuant to paragraph 1.4 above that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and either
 - 1.6.2 the GLA and the Council have notified the Developer pursuant to paragraph 3.5 below that no Additional Affordable Housing Units are required; or

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

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

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

- 2.1.1 the Developer shall submit the following information to the GLA and the Council no later than twenty (20) Working Days after the date on which the Developer is notified pursuant to paragraph 1.4 or 1.6 above that Substantial Implementation has been achieved, on the basis that the GLA and the Council may make such information publicly available:-

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

- 2.1.2 paragraphs 3 and 4 below shall apply.

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

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

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

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

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

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

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

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

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

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

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

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

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

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

5. PUBLIC SUBSIDY

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

6. MONITORING

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

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

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

APPENDIX TO SCHEDULE 5

FORMULAE FOR EARLY STAGE REVIEW

Formula 1a (Early Stage Review Surplus)

X = Surplus Return available for Additional Affordable Housing Units

$$X = ((A - B) - (D - E)) - P * 0.6$$

Where:-

A = Early Stage Review GDV (£)

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

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

D = Early Stage Review Build Costs (£)

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

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

P = $(A - B) * Y$

Y = Target Return (%)

Notes:-

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

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

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

0.6 = any Surplus Profit, after deducting the Developer profit (**P**), will be shared between the Council and the Developer with 60% (sixty per cent) of the Surplus Profit to be used by the Council for additional off-site Affordable Housing and 40% (forty per cent) of the Surplus Profit to be retained by the Developer.

Formula 2 (Early Stage Review Additional Affordable Housing Requirement)

X = Additional Social Rented Housing requirement (habitable rooms)

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

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

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

Where:-

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

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

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

D = Average Habitable Room Size for the Development (being 23.78 m2)

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

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

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

Notes:-

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

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

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

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

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

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

SCHEDULE 6

TRANSPORT AND HIGHWAYS

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

1. CONTROLLED PARKING ZONE

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

2. TRAVEL PLAN AND SUSTAINABLE TRAVEL FUND

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

- 2.4 To comply with the terms of the approved Residential Travel Plan (or such other travel plan as may be varied or substituted by agreement between the parties from time to time) in the manner and at the times specified within those plans from the date of first Occupation of the Development and for not less than the monitoring period specified in paragraph 2.5 below.
- 2.5 On the first, third and fifth anniversaries of the Occupation of 75% (seventy five per cent) of the Residential Units ("the monitoring period") the Developer shall (unless otherwise agreed by the Council) submit to the Council data survey showing trip generation from the Development. The survey shall be carried out in compliance with the methodology set out in Travel Plan guidance published by TfL in 2013 (or such other methodology as may be agreed between the Developer and the Council) at the Developer's cost.
- 2.6 In the event that any data survey conducted pursuant to paragraph 2.5 above demonstrates that the Trip Generation Target is not being achieved, the Developer shall agree with the Council in writing further measures which shall be incorporated into the Residential Travel Plan to ensure that the Trip Generation Target will be met.
- 2.7 Where in the monitoring period up to the first anniversary of Occupation of 75% of the Residential Units it is not possible to incorporate measures into the Residential Travel Plan to ensure that the Trip Generation Target is met then the Council and the GLA shall liaise with TfL to establish measures to achieve the objectives of the Residential Travel Plan and the Sustainable Transport Fund shall be applied by the Council in liaison with the Developer to implement such measures.
- 2.8 Where the Sustainable Transport Fund has not been expended in full by the date being five years after Practical Completion of the Development then the Council shall repay in equal proportion the remaining balance of the Sustainable Transport Fund to the persons who made the Phase 1 Sustainable Transport Fund Payment and Phase 2 Sustainable Transport Fund Payment respectively.

3. CAR PARKING SPACES

- 3.1 To make available to the Affordable Housing Provider one (1) disabled parking space for each of the Wheelchair Accessible Housing Units to be used by the Occupiers of the Wheelchair Accessible Housing Units prior to Occupation of the Wheelchair Accessible Housing Units.
- 3.2 Not to Occupy more than 75% (seventy five per cent) of the Open Market Housing Units in Phase 1 unless and until the disabled parking spaces required to be provided for all of the Wheelchair Accessible Housing Units in Phase 1 have been provided.
- 3.3 Not to Occupy more than 75% (seventy five per cent) of the Open Market Housing Units in Phase 2 unless and until the disabled parking spaces required to be provided for all of the Wheelchair Accessible Housing Units in Phase 2 have been provided.
- 3.4 To ensure that the forty eight (48) car parking spaces within the Development are allocated proportionately between the Open Market Housing Units, the London Shared Ownership Housing and the Social Rented Housing Units and to ensure that those spaces allocated for use by Occupiers of the Social Rented Housing Units are made available at nil cost to those Occupiers.
- 3.5 To ensure that one (1) membership of a Car Club is made available to one Occupier of each Residential Unit in first Occupation for a period of one year from first Occupation of that Residential Unit.
- 3.6 In all materials published by the Developer or its agents for the purposes of selling or letting any Residential Unit to notify potential purchasers or other occupants of the Car Club arrangements.

4. BUS INFRASTRUCTURE CONTRIBUTION

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

SCHEDULE 7

EMPLOYMENT AND SKILLS

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

1. EMPLOYMENT AND SKILLS

1.1 To pay to the Council:

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

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

1.2 Not to:

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

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

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

SCHEDULE 8

ENERGY AND SUSTAINABILITY

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

1. CARBON OFFSETTING CONTRIBUTION

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

Table 1

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

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

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

Where:

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

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

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

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

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

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

2. CONNECTION TO HEAT NETWORK

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

3. BE SEEN ENERGY MONITORING

- 3.1 Prior to Occupation of each Building, the Developer shall:
 - 3.1.1 provide updated accurate and verified "as-built" design estimates of the "Be Seen" energy performance indicators for each Reportable Unit within that Building, as per the methodology outlined in the "As-built stage" section of the GLA "Be Seen" energy monitoring guidance (or any document that may replace it); and
 - 3.1.2 confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the "In-use stage" of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it).
- 3.2 On the first anniversary of first Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four (4) years after that date, the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the "In-use stage" section of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it).
- 3.3 The obligation at paragraph 3.2 will be satisfied after the Developer has reported on all relevant indicators included in the "In-use stage" chapter of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it) for at least five (5) years.
- 3.4 In the event that the "In-use stage" evidence submitted under paragraph 3.2 shows that the "As-built stage" performance estimates derived from paragraph 3.1 have not been or are not being met, the Developer shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the "Be Seen" in-use stage reporting webform. An action plan comprising the measures identified pursuant to this paragraph shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably

practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Developer as soon as reasonably practicable.

- 3.5 All data and supporting evidence should be submitted to the GLA using the "Be Seen" as-built stage reporting webform (<https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>).

SCHEDULE 9

HEALTHCARE

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

1. HEALTHCARE CONTRIBUTIONS

1.1 To pay:

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

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

1.2 Not to Occupy:

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

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

SCHEDULE 10

PUBLIC REALM

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

1. PHASE 2B SPRINGFIELD PARK

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

1.6.8 in the interests of security; and

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

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

2. STREATHAM CEMETERY ACCESS ROUTE

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

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

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

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

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

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

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

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

2.2.7 in cases of emergency or danger to the public;

2.2.8 in the interests of security; and

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

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

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

SCHEDULE 11

ARTS AND CULTURE

1. ARTS AND CULTURE

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

APPENDIX 1

LOCAL EMPLOYMENT AGREEMENT

LOCAL EMPLOYMENT AGREEMENT

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

Recitals

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

Operative Provisions

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

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

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

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



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



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



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



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



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



Communicate requirements to Brokerages and Training Partnership to plan provision



Review at least quarterly

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

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

APPENDIX 2
SPRINGFIELD PARK MANAGEMENT STRATEGY



Springfield Village (Redevelopment of Springfield University Hospital)

Estate Management Strategy



Prepared for:



August 2024

1.0 Overview

1.1 Overview

Outline planning permission and Listed Building Consent was achieved for the comprehensive redevelopment of the Springfield Hospital Site to deliver 839 residential units, a new state of the art mental health facility and community facilities including Springfield Park (32 acres) and land reserved for a new School to be brought forward by the LBW approved under outline planning permission 2010/3703 (as amended under 2014/6585, 2016/4760 and 2019/2495 (for the purposes of this strategy this is referred to as Phase 1).

STEP (a joint venture between Kajima and Sir Robert McAlpine Capital Ventures) was appointed as master developer by South-West London and St Georges Mental Health Trust. This has seen the progressive regeneration both to the wider estate as well as the preparation of land parcels for residential and commercial redevelopment., and delivery of a number of parcels pursuant to the outline permission.

Through the optimisation of the development parcels the quantum of residential units has been drawn down across the wider masterplan leaving parcels X Y Z and Vb (also known as Phase 2B). A standalone full planning application (ref: 2022/5288) was granted on [] for 449 residential dwellings. The red line boundary for the full application in the context of the wider masterplan is shown in Figure 1 below and includes the delivery of 2.4 acres of Springfield Park (for the purposes of this note this is referred to as Phase 2).

The layout of Springfield Park has been amended in the area covered by the Phase 2B permission. Springfield Park will now come forward under two planning permissions and the delivery and management of Springfield Park is secured through relevant S106 agreements. To procure consistency of management this strategy has been produced to cover both permissions.

Additionally, all areas of the park across both permissions will be transferred to Springfield Village Estate Limited and therefore this document sets out the Estate Management Strategy for the wider Springfield Site.

1.2 Location

The modernisation of Springfield University Hospital is located within London Borough of Wandsworth. The development is served by Tooting Bec Underground Station and Earlsfield Train Station, both of which are within a 2 mile radius.

Vehicle access will be via 3 main entry roads and be served by connecting bus routes.

Wandsworth Common and Tooting Common are both within easy reach.



Figure 1 – Red Line Boundary for New Standalone Full Application

2.0 Introduction

Encore is a firm of residential estate managers established in 2003 based in Cambridge with recognised regional offices in London, Berkshire and Nottingham. Encore work with a wide range of national and regional homebuilders and has a wealth of experience in managing residential property.

As Managing Agent for Springfield Village Estate Limited (see section 3.0), Encore has put forward an outline of the management strategy of the Wider Estate and Public Open Space. This estate management strategy is designed to inform and provide confidence to third parties that the management provision is adequate to undertake the maintenance and upkeep of those parts of the overall development into perpetuity.

3.0 Structure

The management of the estate roadways, lighting including the Public Open Space forming part of Springfield Village (Phases 1 and 2) has been set up using a private Estate Management Company (EMC) structure.

In simple terms a management company has been incorporated; Springfield Village Estate Limited (SVEL) – ‘the Estate Management Company or EMC’, which is obligated to undertake these duties.

The EMC has appointed a managing agent, in this instance Encore, to undertake this role on their behalf.

As set out above the LB Wandsworth have confirmed that they will not adopt Springfield Park therefore SVEL is in place to maintain and operate it. The EMC (with Encore as Managing Agent) will also manage and maintain all the public realm, roadways and lighting on the estate.



Figure 2 – Springfield Village Estate

Residential Sections

A number of land parcels have been sold to residential developers to provide much needed homes to the area. Separate residential block management companies for each area/parcel will be responsible for managing that area.

The EMC will look to engage with the separate block management companies for them to provide regular updates on the management of their parcel/ area.

Trust / Commercial Units

Remaining land parcels have been retained by South-West London & St George's Mental Health NHS Trust (SWLSTG), where two new mental health hospitals have been delivered. Additionally, there are commercial units within the hospitals and residential parcels serving the local community. The Wellspring restaurant in the NHS Trinity building is now operational, as is Energie Fitness (gym operator) in the NHS Shaftesbury building. Forthcoming retail units will include a café and a convenience store due to open before the end of 2024.

Care Home

The Care Home (previously operated by Brendon Care and now run by Greensleeves), located and operating on the development prior to the modernisation programme, has moved to a new facility constructed specifically for them on plot H

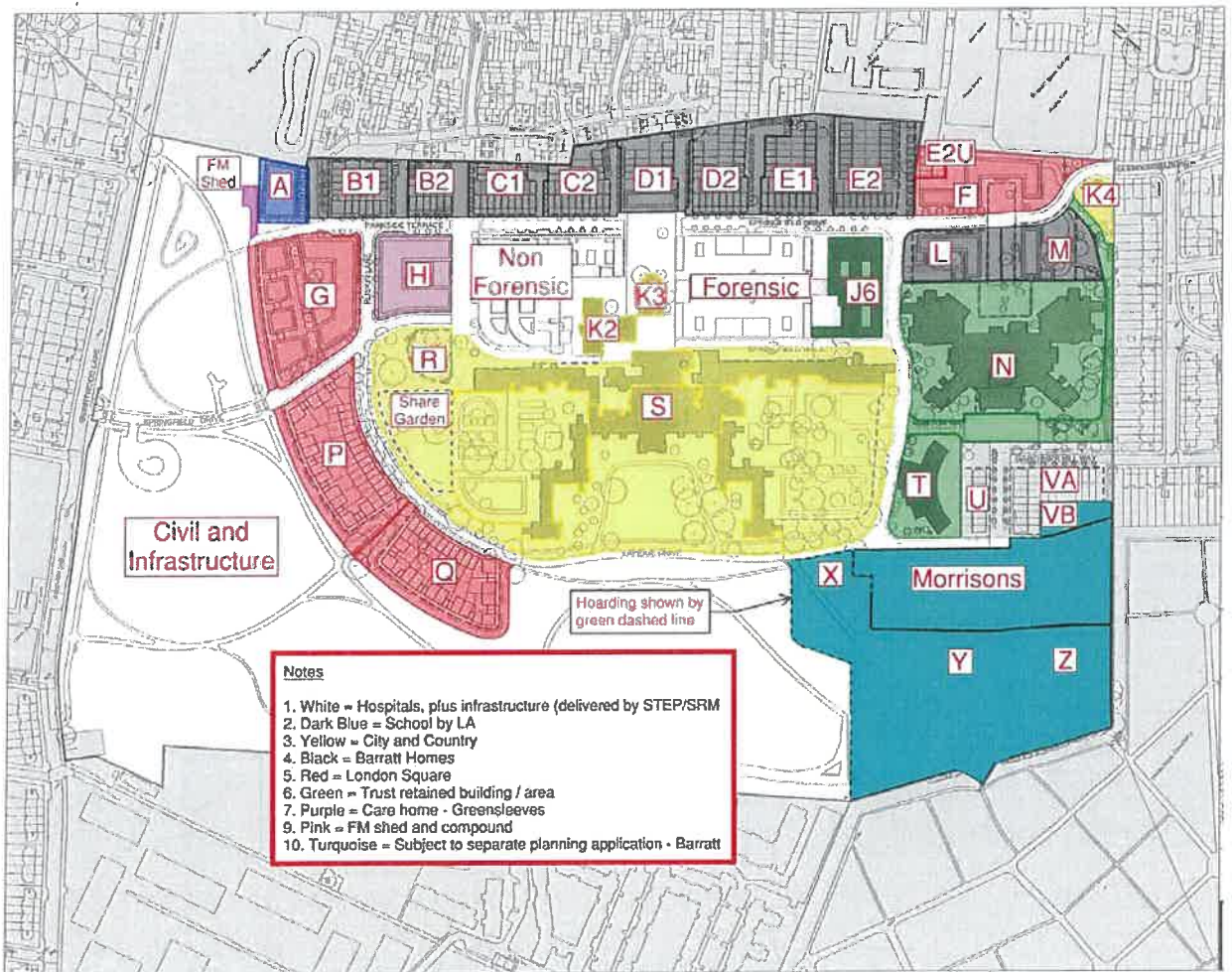


Figure III – Developers and landowners

Developer / Landowner/ Operator	Use	Land Parcel
Barratt Homes London	Residential	B1 / B2 / C1 / C2 / D1 / D2 / E1 / E2 / L / M
City & Country	Residential	K2 / K3 / K4 / R / S
NHS	Retail	Within Hospital / Residential scheme
SWLSTG	Hospital	Non Forensic / Forensic / J6 / T / N
Greensleeves	Care Home	H
Bellway	Residential	U/VA
London Square	Residential	P Q F G
Barratt London (Phase 2)	Residential	X Y Z and Vb

Table I – Developers and landowners

3.0 Phasing

Due to the extensive nature of the development, Springfield Village is a phased development.

As of August 2024, sections 1, 7, 8, 9, 14b, 17a, 17c, 17e & 18 comprising estate infrastructure (owned and managed by SVEL, the EMC) are handed over with sections 17b, 17d and 17f to follow later in 2024.

The parkland element of Section 17g which falls within the wider Springfield site has been approved under a standalone full planning application. The site is under contract to BDW Trading Limited operating as Barratt London .

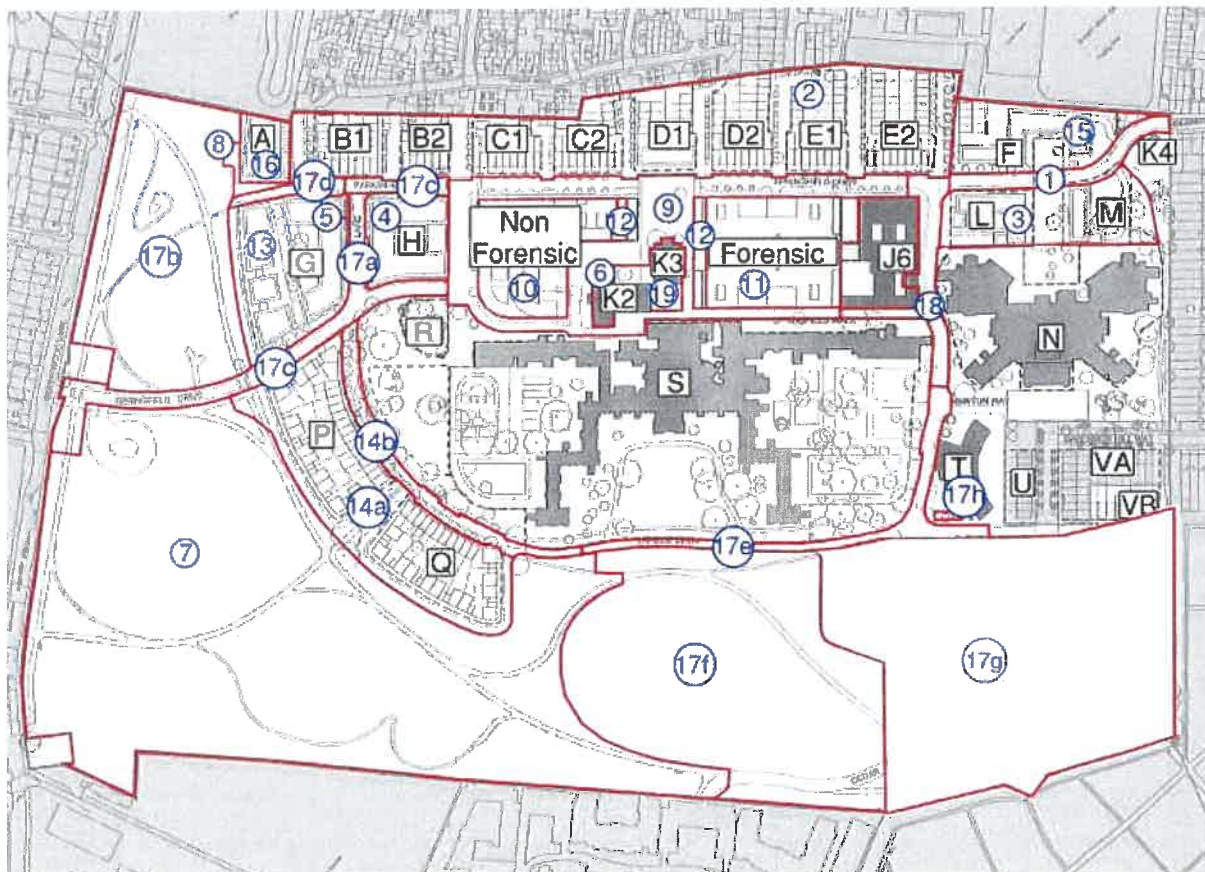


Figure IV – Estate Infrastructure Handovers

Encore is implementing a phased approach to the estate management strategy and will adapt as appropriate.

Prior to handover Encore will liaise with the developer/land owner to obtain full as-built /construction drawings, CDM pack including any specific maintenance requirements and installing contractor details. Encore and the developer/land owner will go through a snagging process to ensure the Public Open Space areas and wider managed areas have been laid out as per the approved drawings and oversee any rectification works.

The development will be presented to a high standard, notwithstanding ongoing adjacent construction work. This will be achieved through close communication and interaction between the Estate Management and construction teams.

4.0 Service Charge

The funding for managing the development will be generated by way of a service charge. A reciprocal covenant within the transfers obliges the land owners to pay a service charge to the estate management company to safeguard the maintenance and upkeep of the communal areas.

The land owners of the separate parcels will create separate block management companies, in which, owners within an area would become a member of that management company. Within those transfers they would be obliged to pay towards the estate management company.

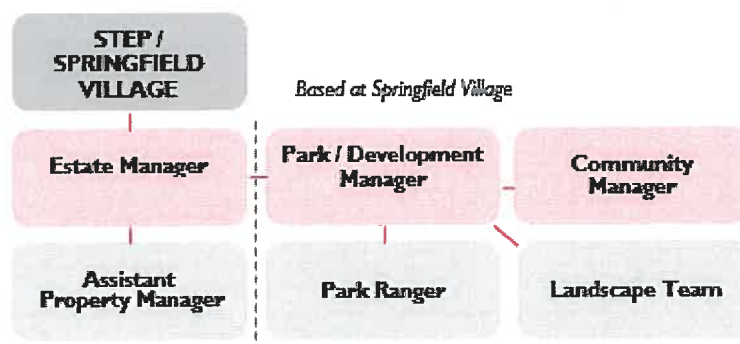
In addition, commercial / retail owners will also covenant to contribute towards estate service charges.

Should the service charge not be paid the transfers allow for recovery action to be escalated to enforce the collection of the debt.

The apportionment mechanism is to be flexible and fairly reflects the size of each parcel and benefits derived from services. This will be done in accordance with the recommendations of RICS, ARMA and other regulatory bodies.

Once the development is established, the annual service charge will also include a reserve provision which is ring fenced each year for larger non-cyclical maintenance/works including the eventual long term replacement/overhaul of the managed areas.

5.0 Site Team



To oversee the development, Encore will appoint a dedicated Estate Manager to the scheme who will have overall responsibility for all aspects of the development including financial, legal, management and maintenance. They will be supported by an Assistant Property Manager. Part of the Estate Managers' role is to attend site to undertake a Quality Site Audit (QSA) on a minimum quarterly basis to visually inspect the Public Open Space and wider estate. The Estate Manager will also be responsible for ensuring the relevant external contractors are engaged to undertake cyclical maintenance onsite. Prior to any engagement, all external contractors will first be required to satisfy Encore's internal contractor approval process.

Based at Springfield, the on-site team is envisaged to incorporate a Development Manager, Park Ranger and Community Manager. The Development Manager implements the every-day items, manage everyday risks and undertake daily walkarounds to identify any reactive maintenance needs.

The Community Manager will set out events and engagement with the wider community, along with the different stakeholders who exist within Springfield Village.

There will also be a static Landscaping Team (employed by an external contractor) to undertake the annual grounds maintenance who are overseen by the Development Manager.

The site team will have a Facilities Management area, not accessible by the public, for staff welfare facilities and to house equipment apparatus to undertake their roles. The Pavilion, will contain an office for the Development Manager to use.

6.0 Public Open Space and Play Equipment Management

The management of the Public Open Space and wider managed areas are to be undertaken by Encore. The funding for managing the development will be generated by way of a service charge payable by the land owner parcels collected from their private property owners. This system is now in place for public areas of Springfield Village.

6.1 Health & Safety Risk Assessment

At the point of handover Encore will appoint a competent health and safety consultant to undertake a risk assessment across the Public Open Space as part of the wider estate risk assessments on an annual basis. Any actions which arise as part of this assessment will be discussed with the developer/land owner or actioned by the agent on behalf of the management company. As part of the above risk assessments we expect a recommendation will be made to carry out periodic inspections of the Public Open Space (monthly as a minimum) to monitor its condition and upkeep.

6.2 Ecological Habitat

On behalf of SVEL, Encore will engage a time served ecological consultant to undertake periodic assessments in accordance with the Site-wide Ecological Conservation Management Plan prepared by Ecology Solutions Ltd approved under Condition 34b of the outline planning permission and will be submitted and approved under condition 21 of the full planning permission ref: 2022/5288 , which relates to Phase 2B.

6.3 Grounds Maintenance

The landscaped areas and Public Open Spaces need to be maintained to a high standard as they account for a significant proportion of the annual maintenance costs as well as being integral to the wider vision for the development.

We anticipate cyclical maintenance being required across the development for regular grounds maintenance and ongoing monitoring and record keeping. The annual grounds maintenance will form part of a planned maintenance schedule and will be budgeted for within the reoccurring annual service charge.

The cleaning and grounds maintenance teams will provide oversight on the scheme and report any obvious issues to the Development Manager to address. All budgets will be adjusted annually to meet the needs of the estate for the subsequent year.

Maintenance Schedule	Required Action	Frequency	Responsible
Regular Maintenance	Litter and debris removal.	Daily	Landscaping Team / Cleaning contractor
	Grass cutting of open space areas and grass pathway.	Minimum 14 times per annum (principally during growing season).	Landscaping Team
	If applicable manage other vegetation and remove nuisance plants/weeds.	Monthly (at start, then as required)	Landscaping Team
	Tidy all dead growth/leaf clearance before start of growing season.	Annually	Landscaping Team
	Cut back and prune hedging/shrubbery to encourage growth once established.	Minimum 3 times per annum (or as required to establish)	Landscaping Team

	Buffer Strip maintenance. Grassland to be sectioned and mowed in alternate summer months.	Annually	Landscaping Team
Occasional Maintenance	Re-seed areas of poor vegetation growth.	As required.	Landscaping Team
	If applicable prune and trim new trees and remove suckers growth, restake etc.	As required.	Landscaping Team
	Apply weed and feed treatments to grassed areas.	As Required	Landscaping Team
Refuse /recycling collection areas	Inspect refuse collection areas to keep litter free and remove weeds report any issues to the development manager.	Monthly	Landscaping Team / Cleaning contractor
Remedial Actions	Repair any damage malicious or otherwise re-turfing.	As required.	Landscaping Team
Monitoring	Visually inspect open space, landscaping and trees report to development manager.	Daily	Landscaping Team
	Condition survey of estate trees	Annually	Arborculturalist
	Routine inspections	Daily	Development Manager
	Periodic site inspection to monitor contractor attendance/workmanship and identify reactive maintenance needs.	Minimum quarterly	Estate Manager

Table II – Grounds Maintenance Schedule

6.4 Play Equipment Monitoring

In addition to the annual Health and Safety Risk Assessment a separate inspection strategy will be adopted across the play equipment. Each of the play sites in the strategy need to have an inspection regime which fits with BS EN 1176-7:2008, namely:

- a. Routine Visual Inspection,
- b. Operational Inspection, and
- c. Annual Main Inspection.

The frequency of a. (Routine Visual Inspections) will depend upon levels of use and misuse however as this is unknown visual inspections will be undertaken on a weekly basis. Our intention is to work with the landscaping team and Development Manager to include the weekly visual inspects within their scope of works on the play areas.

The frequency of b. (Operational Inspections) will depend upon manufacturer's instructions however ROSPA are recommending quarterly inspections at this stage subject always to the manufacturer's specific instructions. These inspections will be carried out by the Estate Manager as part of the quality site audit (QSA) which is undertaken on a minimum of a quarterly basis. One of these quarterly inspections will be the full Annual Main Inspection undertaken by a qualified inspector.

The frequency of c. (Annual Main Inspection) is for annual inspections, and these must be undertaken by RPII Level 3 qualified inspectors, such as ROSPA. The above play strategy will be subject to change depending on usage/misuse of the equipment.

7.0 Estate Amenities

The management of the estate's roads, street furniture are to be undertaken by Encore funded by the service charge.

7.1 Lighting

Street Lighting and Public Open Space lighting will be installed with the intention of mitigating reflecting light into residential units but providing sufficient luminaire for roadways and pedestrian pathways. We don't foresee significant upkeep as energy saving LED fittings are to be used and pillars finished with an anti-vandal coating. Save for any manufacturers' recommendations, reactive maintenance of estate lighting will be covered by service charge contributions. Long-term replacement funds will be collected and kept in a ring-fenced reserve account.

7.2 Street Furniture

Seating will be made available for residents and visitors to the development. Any necessary maintenance will be undertaken as per manufactures requirements. Decorative bollards will be situated around the estate by way of protecting grassed areas and or any foliage. The grounds maintenance contractor will provide oversight on the scheme and report any obvious issues to the estate manager to address. Accompanying inspections will be undertaken by the Estate Manager as part of the QSA routine. We would envisage that decorative maintenance will be required for both respective apparatus. This will be assessed annually with reserve funds exercised to undertake this work on a cyclical basis.

7.3 Estate Roads

Roads have been built to meet LBW standards and it is envisaged that the maintenance will be relatively simple given that the infrastructure will be new. A capital-expenditure report will be commissioned in year 1 or 2 of the lifecycle of the estate to determine anticipated lifespan and future costs for a resurfacing programme. This document will be reviewed annually and be used to determine wider reserve fund collections.

7.4 Electric Charging Points

Visitors to Springfield Village will benefit from a series of public electric vehicle (EV) charging points located throughout the development. The supply of electricity will be from mains fed meters. Encore will engage with a provider of EV charging services for public networks connecting EV drivers with facilities at Springfield.

7.5 Pavilion Café

In accordance with planning permission, a new Pavilion will be constructed to hold public toilets and a café for visitors and residents to use. The café will be run on a commercial arrangement with the tenant responsible for their portion of the demise.

Public toilets and remaining facilities will be for the site team to clean and managed by the EMC, funded through the service charge.

7.6 Fences, Boundaries and Enclosures

The scale of the development will require for various fences and boundaries to be clearly identifiable both for visitors and for residents. Managed Area Plans for the estate areas will be held by the site team to distinguish the zones. The main perimeter boundary will be included within the regular inspections by the Development Manager for the Landscaping Team to undertake reactive repairs. The longer lifecycle will form part of a capital-expenditure report to anticipate lifespan.

Likewise with fences, hedges and other partitions, the Landscaping Team and Development Manager will conduct regular site inspections to monitor and undertake repairs/replacement.

8.0 Refuse / Recycling

In accordance with the strategy approved in January 2024 titled Site Storage of Waste approved under condition 19 in respect of the outline for Phase 1 and in due course condition 31 of the full permission 2022/5288 for Phase 2 EMC will have responsibility over waste stemming from the public park and road network. Condition [31] of permission 2022/5288 governs refuse and recycling management in respect of Phase 2 in similar terms.

8.1 Park and Public Realm Waste

Located around the Public Open Spaces will be a series of waste bins to provide services for users to discard waste in an appropriate fashion. We will look to incorporate the emptying and removal of waste within the scope of services for the site team so that this is done on a routine basis through the annual cycle of the development.

Waste will be taken to the Facilities Management area and sorted into 'general' and 'recycling' for arrangements to be agreed with the Council for collection.

The FM area will enable the site team to house composting facilities and for green waste to be used on the development rather than taken off site.

Any dog or other organic waste will be collected and taken to the FM shed and disposed of as clinical waste in accordance with waste regulations.

8.2 Residential Waste

Homes within the development will each be supplied with their own refuse areas and bins suited to a refuse strategy tailored to each land parcel.

Apartment blocks will have bin stores, where residents will dispose of recycling and landfill refuse. It is envisaged council services will be able to access all bin stores.

Waste strategy details will be outlined within welcome packs provided by each developer and the block management companies upon completion of each property purchase. The block management companies are to be given enforcement powers to apply action if bins are left kerbside outside of normal collection days or for extended periods.

8.3 Recycling

The EMC will encourage recycling schemes between the different block management companies and across the wider development by looking at promoting efforts in a variety of ways;

- Having information contained within residents' websites
- Introducing targets for the wider estate
- Implementing targets for on-site staff to act as 'Green Champions'
- Looking at initiatives with NHS Trust, local community organisations

9.0 Travel

In accordance with the site wide car park management plan (condition 39) approved in December 2022, the EMC will work alongside SWLSTG Trust, STEP and other stakeholders to implement the strategy that has already been discharged pursuant to the outline planning permission. A car parking management plan is required under condition 38 of 2022/5288 for Phase 2.

9.1 Traffic Management

Double Yellow lines will be utilised on estate roads, along with traffic signage for users to comply with. No parking zones are designated across the development.

9.2 Parking

A parking roster has been devised to illustrate the indicative spaces designated to the various stakeholders when the development is complete.

The EMC will engage a parking enforcement agency to monitor and carry out patrolling. Penalty notices will be issued to any user not observing the site parking rules and regulations.

9.3 Travel Plan Co-Ordinator

The EMC will look to engage with a Travel Plan Co-Ordinator to implement the requirements of the site wide travel plan requirements. They will form part of a working group that brings together Travel Plan Co-Ordinators for the other land parcels.

10. Security

With the public naturally using areas for walking, cycling and socialising, it is envisaged that this will form natural security surveillance. The on-site team will provide for a passive presence during working hours Monday – Sunday.

It is predicted that CCTV services monitoring residential areas will be implemented providing additional protection to residents living on the development.

SWLSTG Trust will provide active onsite presence to their buildings and associated areas. This team will link and provide information to the EMC on any issues.

The development is located within 3 miles away from Lavender Hill Police station. As such, a swift response to any emergency call would be anticipated.

11. Sustainability

The EMC will look to cultivate the sustainability of the practices carried out by;

- Using materials from sustainable sources where practical
- Compost green waste
- Minimise the use of energy within the buildings the EMC operates in
- Utilise electric vehicles where possible
- Ensure attenuation ponds are operating efficiently at all times
- Promote the use of Car Clubs
- Promotion of Cycling

Additionally, the recruitment strategy for the development will foster staffing from personnel living within the local vicinity to the development.

12. Insurances

As part of the management of the estate Encore will take out standard public liability and physical asset insurance cover across the open space areas. Public Liability cover will be in place to a limit of indemnity of £5,000,000 together with Property Liability cover to a limit of indemnity of £10,000,000 with all policies typically be placed with a top five rated underwriter.

13. Summary

A robust management structure has been adopted by the master developer to safeguard the long term management and maintenance of the site into perpetuity. The management company structure is a tried and tested method of allowing a development to manage its own affairs with the input of owners and is widely

adopted across the country. In this instance the transfers provide the reciprocal covenants to ensure the income generation for the EMC to provide the services of the estate.

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

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



JOHN FINLAYSON
(Full Name (Authorised Signatory))

John Finlayson
(Signature of Authorised Signatory)

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

FOR CHIEF EXECUTIVE

John Finlayson

Authorised Officer

Seal Number

115855

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



Director

Director/Secretary

[Signature]
[Signature]

Executed as a Deed by [])
and [])
pursuant to a Power of Attorney dated)
12 June 2024 for and on)
behalf of **BDW TRADING LIMITED**)



Ishaan Kapoor
SIGNATURE OF WITNESS

.....
SIGNATURE OF ATTORNEY

Name: ISHAAN KAPOOR

[MICHAEL SCOTT] as attorney for
BDW TRADING LIMITED

Address: 3rd Floor, PRESS CENTRE,
HERE EAST, 13 EAST BAY LAVE,
QUEEN ELIZABETH OLYMPIC PARK, STRATFORD, E15 2GW
Occupation: TECHNICAL GRADUATE

Ishaan Kapoor
SIGNATURE OF WITNESS

.....
SIGNATURE OF ATTORNEY

Name: ISHAAN KAPOOR

[YOLANDA JACOBS] as attorney for
BDW TRADING LIMITED

Address: 3rd Floor, PRESS CENTRE,
HERE EAST, 13 EAST BAY LAVE,
QUEEN ELIZABETH OLYMPIC PARK, STRATFORD, E15 2GW
Occupation: TECHNICAL GRADUATE