



HERBERT
SMITH
FREEHILLS

23 May 2024

(1) THE GREATER LONDON AUTHORITY

and

(2) AVANTON RICHMOND DEVELOPMENTS LIMITED

and

(3) MOUNT STREET MORTGAGE SERVICING LIMITED

and to

(4) THE LONDON BOROUGH OF RICHMOND UPON THAMES

AGREEMENT AND UNILATERAL UNDERTAKING

DEED OF PLANNING OBLIGATION

made pursuant to Section 106 of the
Town and Country Planning Act 1990

and all enabling powers relating to
the development of the land at

Manor Road, Richmond, London TW9 1YB

in the London Borough of Richmond upon Thames

Herbert Smith Freehills LLP

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THIS DEED is made the 23rd day of

May

2024

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Chunchie Way, London E16 1ZE (the "GLA");
- (2) **AVANTON RICHMOND DEVELOPMENTS LIMITED** (Company registration number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck St, London, United Kingdom, W1G 9HL (the "Owner")
- (3) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Company registration number 03411668) whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG (the "Mortgagee")

AND CONTAINS UNILATERAL UNDERTAKINGS GIVEN BY THE OWNER AND THE MORTGAGEE TO:

- (4) **THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham TW1 3BZ ("the "Council")

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number TGL45415.
- (C) The Mortgagee has the benefit of a registered charge dated 6 April 2018 over the freehold land within title number TGL45415.
- (D) On 14 February 2019 the Owner made the Application to the Council for the Planning Permission to carry out the Development.
- (E) The Council resolved at a meeting of its Planning Committee held on 3 July 2019 to refuse the Planning Permission for the Development.
- (F) On 29 July 2019, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Application.
- (G) On 22 November 2019 the Owner submitted amendments to the Application to the Mayor of London for determination. On 31 July 2020 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (H) At a representation hearing held on 1 October 2020, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development.
- (I) On 17 November 2021 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (J) On 28 September 2023 the applicant submitted further revisions by way of a consolidated pack of application documentation. On 18 December 2023 the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development. On 5 March 2024 the Mayor of London reaffirmed this resolution, following consideration of a further officer report update in respect of the Application.

- (K) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (L) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations contain within this Deed.
- (M) The GLA has consulted with the Council as to the terms of this Deed in accordance with section 2E of the 1990 Act and the Council will be responsible for enforcement of the obligations as set out in this Deed.

THE PARTIES AGREE, AND THE OWNER AND THE MORTGAGEE UNDERTAKE TO THE COUNCIL AS FOLLOWS:

1. INTERPRETATION

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

"1990 Act" means the Town and Country Planning Act 1990

"1991 Agreement" means the agreement dated 10 September 1991 and made under section 106 of the 1990 Act between the Council and Homebase Limited

"1992 Agreement" means the agreement dated 19 May 1992 between the Council and Homebase Limited and which modified the 1991 Agreement

"1997 Agreement" means the agreement dated 4 April 1997 and made under section 106 of the 1990 Act between the Council, BG plc and Homebase Limited

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part B of Schedule 3 to this Deed detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (applying Formula 2);
- (b) confirms which Intermediate Housing (if any) are to be converted to Social Rented Housing (applying Formula 2);
- (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.10 of Part B of Schedule 3 applies

"Additional Affordable Housing Units" means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme or the Intermediate Housing (if any) to be converted to Social Rented Housing to be approved under paragraph 3.9 of Part B of Schedule 3 to this Deed

"Affordable Housing" means housing (including London Affordable Rented Housing, London Living Rent Housing, Social Rented Housing and London Shared Ownership Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers and renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers and renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

"Affordable Housing Provider" means

- (a) 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);

(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or

(c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the Council and Richmond Housing Partnership Limited shall be deemed to be automatically approved by the Council for the purposes of this definition

"Affordable Housing Target Tenure Split" means:

(a) the provision of a minimum of 80% (by habitable room) of the aggregate of the Affordable Housing Units and the Additional Affordable Housing Units as London Affordable Rented Housing or Social Rented Housing; and

(b) the provision of the remaining Affordable Housing Units and the Additional Affordable Housing Units as Intermediate Housing

"Affordable Housing Units" means the 173 Residential Units to be provided as Affordable Housing (as shown on Plan 3) and as set out indicatively in the table below comprising 477 Habitable Rooms (40% of the Residential Units by Habitable Room) together with (if applicable) any Council Granted Funded Units and **"Affordable Housing Unit"** shall be construed accordingly

	1B 1P	1B 2P	2B 3P	2B 4P	3B 4P	3B 5P	3B 6P	Total Units	Hab Rooms
Shared Ownership	0	1	6	27	0	0	0	34	101
London Living Rent	0	25	6	5	0	0	0	36	83
Low Cost Rent	0	31	40	17	2	13	0	103	293

"Affordable Wheelchair Accessible Housing Units" means the following Low Cost Rented Housing Units (for the avoidance of doubt comprising a total of 17 Low Cost Rented Housing Units):

(a) 1 one bed, two person Low Cost Rented Housing Unit;

(b) 9 two bed, three person Low Cost Rented Housing Units;

(c) 1 three bed, four person Low Cost Rented Housing Unit; and

(d) 6 three bed, five person Low Cost Rented Housing Units

"Application" means the application for planning permission to carry out the Development at the Land validated by the Council on 3 March 2019 and given the reference 19/0510/FUL

"Average LLR Housing Value" means the average value of London Living Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Low Cost Rent Housing Value" means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Market Housing Value" means the average value of Open Market Housing Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Be Seen' Energy Monitoring Guidance" means the GLA's 'Be Seen' Energy Monitoring Guidance September 2021 (or any document that may replace it)

"Block" means each building comprised in the Development as shown indicatively on Plan 2 and **"Block A"** (shown coloured dark red on Plan 2 and comprised in Phase 4), **"Block B"** (shown coloured purple on Plan 2 and comprised in Phase 3), **"Block C"** (shown coloured green on Plan 2 and comprised in Phase 1b) and **"Block D"** (shown coloured teal on Plan 2 and comprised in Phase 2) shall be construed accordingly

"Blue Badge" means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

"Build Costs" means the build costs comprising construction of the Development attributable to the Open Market Housing Units supported by evidence of these costs to the Council's and the GLA's reasonable satisfaction including but not limited to:

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

but for the avoidance of doubt build costs exclude:

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

"Building Regulations" means the Building Regulations 2010

"Bus Layover Land" means the area within the Land shown edged red on Plan 5

"Bus Layover Lease" means a 150-year lease of the Bus Layover Land to be granted by the Owner to London Bus Services Limited (or its nominee) in accordance with draft lease appended to this Deed at Appendix 1 (with any amendments that TfL may reasonably require) in order for the Bus Layover Land to be used as a bus layover and terminus facility

"Bus Layover Safeguarding Period" means the period beginning on the date of this Deed and expiring on the date on which the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) in accordance with paragraph 13.1.1 of Schedule 4 to this Deed (together with any other necessary rights and/or easements as referred to in paragraph 13.1.1(B) of Schedule 4) and registered at HM Land Registry

"Capital Funding Agreement" means an agreement between the Council and the Affordable Housing Provider in which the Council agrees to provide funding for the delivery of Affordable Housing in the implementation of the Development

"Carbon Offset Contribution (Commercial)" means the sum of £17,000 Index-Linked to off-set the shortfall of the commercial component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"Carbon Offset Contribution (Residential)" means the sum of £617,000 Index-Linked to off-set the shortfall of the residential component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"Collaborative Mobility (CoMoUK)" means the company registered in the United Kingdom known as "CoMoUK" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support

"Car Club" means a club operated by a company that is accredited by CoMoUK which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis

"Car Club Parking Spaces" means the two parking spaces to be marked out on the ground and located within the Development solely for the parking of vehicles of the Car Club (and each of which is to have an active electric vehicle charging point) as shown for indicative purposes only on Plan 7

"Car Club Scheme" means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 7 of Schedule 4 to this Deed

"Challenge Period" means the period of six weeks commencing on the day after the date on which the Planning Permission is granted by the GLA

"Challenge Proceedings" means proceedings under Part 54 of the Civil Procedure Rules 1998 for judicial review of the GLA's grant of the Planning Permission (including any appeals to a higher court against a judgment of a lower court

"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) and/or (if applicable) the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee" means any mortgagee or chargee of an Affordable Housing Provider's legal estate in the Affordable Housing Units (or any number of them) and/or (if applicable) the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Commencement of Development" means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the 1990 Act **PROVIDED ALWAYS THAT** (other than in paragraph 13 of Schedule 4):

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) works to highway outside of the site boundary;
- (f) archaeological investigation;
- (g) noise attenuation works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development

shall not be taken to be a material operation for the purposes of this Deed and **"Commence Development"** means, **"Commencement"** **"Commenced"** and **"Commences"** shall be construed accordingly

"Commercial Occupier" means any person or company who is an owner, tenant or licensee of and is operating a business from a Commercial Unit

"Commercial Travel Plan" means a travel plan for Commercial Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 4 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 4 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be within three months of first Occupation of any Commercial Unit;

- (b) to influence positively the travel behaviour of Commercial Occupiers, customers and visitors to the Commercial Units by promoting alternative modes of travel to the car;
- (c) to minimise the number of single occupancy car trips generated by the Commercial Units by encouraging car sharing and car clubs; and
- (d) to provide visitor cycle spaces in accessible locations within the Development, and such other measures as may be agreed between the Council and the Owner

"Commercial Unit" means any unit comprised within the Development which is not a Residential Unit

"Community Employment and Skills Events" means job / career fairs, local community events or with partner organisations that focus on employment and skills.

"Considerate Constructors Scheme" means the Considerate Constructors Scheme established by the construction industry in 1997 which seeks to minimise the impacts of the construction of developments on local residents and the environment

"Controlled Parking Zone" means an area where the Council has introduced or is to introduce restrictions on parking on the highway during certain times of the day or week for non-permit holders

"Core AA" means residential access core A of Block A as identified on Plan 3 with the label 'Core AA'

"Core CA" means residential access core A of Block C as identified on Plan 3 with the label 'Core CA'

"Council Grant Funded Units" means:

- (a) up to 11 (eleven) Residential Units to be located within the parts of Block A that are accessible only from Core AA (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which, if applicable, are to be provided as London Shared Ownership Housing Units or Low Cost Rented Housing Units (or a combination of those tenures whereby some of the said units are London Shared Ownership Housing Units and the remainder of the relevant units are Low Cost Rented Housing Units); and
- (b) up to 11 (eleven) Residential Units to be located on the parts of levels 2 and 3 of Block C that are accessible only from Core CA (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which, if applicable, are to be provided as Low Cost Rented Housing Units,

in each case as a result of the operation of the Council Grant Funding Review

"Council Grant Funding" means grant funding provided by the Council for the provision of Council Grant Funded Units

"Council Grant Funding Review" means the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3 by which it is determined whether any Council Grant Funding is to be provided and whether any (and which) Council Grant Funded Units are to be provided using such Council Grant Funding, and it is intended that in carrying out such process the Council and the Owner shall have regard to, for illustrative purposes only, the Worked Example (CGF Review)

"CPZ Consultation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the monitoring of parking in the vicinity of the Land and reviewing and consulting on the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to any existing Controlled Parking Zones within the vicinity of the Land

"CPZ Implementation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to existing Controlled Parking Zone(s) within the vicinity of Land

and/or any other purposes relevant to and connected with the introduction of or changes to any Controlled Parking Zone

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the later of the following two dates:

- (a) the following date in respect of service on the Council:
 - (i) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to Head of Development Management during the hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or
 - (ii) in the case of service by using first class registered post to the Council's offices addressed to the Head of Development Management, 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); or
- (b) the following date in respect of service on the GLA:
 - (i) in the case of service by delivery by hand of the Default Notice 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 Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered to both offices; or
 - (ii) in the case of service 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 Legal Manager for Property and Planning), the second Working Day after the date on which the Default Notice is posted to both offices (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 both offices (by Royal Mail proof of delivery or otherwise); or

"Deed" means this deed of Agreement and Unilateral Undertaking

"Default Notice" means a notice in writing served on the Council and the GLA by the Chargee under clause 6.2.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units (as the case may be)

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

"Delivery and Servicing Management Plan" means the delivery and servicing management plan submitted to and approved by the Council pursuant to the relevant condition of the Planning Permission

"Development" means the demolition of existing buildings and structures and comprehensive phased residential-led redevelopment to provide 453 residential units (of which 173 units will be affordable), flexible retail, community and office uses, provision of car and cycle parking, landscaping, public and private open spaces and all other necessary enabling works

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

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Housing Value;
- (d) Average Low Cost Rent Housing Value; and
- (e) Average LLR Housing Value,

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

"Eligible Purchaser" means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000 or in accordance with Priority Band 1 and Priority Band 2 for the first three months of marketing

"Eligible Renter" means, in relation to any London Living Rent Housing Unit and any Additional Affordable Housing Unit to be provided as London Living Rent Housing, an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

"Employment and Skills Plan" means a plan to be agreed between the Owner and the Council for the delivery of the Local Employment Agreement.

"Employment and Skills Monitoring Contribution (construction)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Employment and Skills Plan

"Employment and Skills Monitoring Contribution (operational)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Operational Employment and Skills Plan

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

"Estimated Build Costs" means the sum of:

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

"Estimated GDV" means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 1 of Schedule 3 based on detailed comparable market evidence to be assessed by the GLA and the Council and assuming:

- (a) a willing seller and a willing buyer;
- (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;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"Expert" means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 10 to determine a dispute

"Existing Bus Layover Obligations" means any planning obligations in the Existing Planning Agreements relating to the use of the Bus Layover Land and access to that land for purposes in connection with buses and/or public transport

"Existing Planning Agreements" means the 1991 Agreement, the 1992 Agreement and the 1997 Agreement

"External Consultant" means the external consultant that may be appointed by the Council and approved by the GLA, or an external consultant appointed by the GLA, to assess the Development Viability Information

"Grant Date" means:

- (a) if Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period, the date on which the Planning Permission is finally upheld following the relevant Challenge Proceedings (including any appeals) being exhausted; or
- (b) in all other circumstances, the date of grant of the Planning Permission

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

"Healthcare Contribution" means the sum of £395,685 Index-Linked to be paid to the Council and applied towards the provision or improvement of primary healthcare facilities in the vicinity of or serving the Development

"Highway Works" means the works set out in Appendix 2 to be carried out in the area shown on Plan 4 which are to be carried out on the public highway and on adjoining land within the Land and secured through the completion of a Highway Works Agreement

"Highways Agreement" means an agreement or agreements between the Owner and the Council as the highway authority pursuant to sections 38, 72 and 278 (as applicable) of the Highways Act 1980 and other relevant enabling powers for securing the carrying out and completion of the Highway Works by the Owner and:

- (a) under which the Owner covenants to pay for the Council's reasonable costs in producing a detailed design of the Highway Works;
- (b) the reasonable estimated cost of the Highway Works (in the event that they are undertaken by the Council) once the design details and costs are established;
- (c) any reasonable and proper costs incurred by the Council in excess of the estimated costs of the Highway Works (in the event that they are undertaken by the Council) referred to in sub-paragraph (b) above; and
- (d) which may include such indemnities or other terms as the Council may reasonably require in relation to the carrying out and/or use of the Highway Works and also providing for the dedication as highway land of new widened footway as shown coloured green on Plan 4

"Homes England" means the housing and regeneration agency for England (or any successor body that replaces it)

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit (or Additional Affordable Housing Unit to be provided as London Shared Ownership Housing) or renting a London Living Rent Housing Unit (or Additional Affordable Housing Unit to be provided as London Living

Rent Housing) (as appropriate) 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 or a single Eligible Renter the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) in relation to joint Eligible Purchasers or joint Eligible Renters the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households

"Housing Occupational Therapist" means the individual employed by the Council in the Housing and Regeneration Department from time to time in the role of Occupational Therapist, such individual to registered with the Health and Care Professions Council or its successor body.

"Independent Valuer" means the valuer appointed pursuant to the provisions of paragraph 8 of Part A of Schedule 3

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

"Index-Linked" means the product of the relevant amount specified in this Deed multiplied by A and divided by B where:

- (a) **"A"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index prior to the relevant anniversary of the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index prior to the date of the payment; and
- (b) **"B"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index at the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index at the date of this Deed,

PROVIDED THAT if the Index shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be proposed by the Owner and may be approved by the Council in writing

"Intention Notice" means a notice in writing served on the Chargee by the GLA or the Council under clause 6.3 that the Council or the GLA (or the Council's or the GLA's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Interest" means interest at 4% above the base lending rate of Lloyds Bank or such other bank as the Council uses from time to time

"Intermediate Housing" means London Living Rent Housing and London Shared Ownership Housing or either of them (as the context requires)

"Intermediate Housing Policy Statement" means the policy statement published by the Council from time to time (the most recent version of which was published on 8 January 2018) which outlines, with or without other matters, the income eligibility range for applicants to intermediate housing schemes in the Borough of Richmond upon Thames (or any replacement Council guidance or policy statement)

"Land" means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title number TGL45415 and shown for the purpose of identification only edged red on the Location Plan (Plan 1) annexed at Schedule 1 to this Deed

"Level Crossing Improvements Contribution" means the sum of £60,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, except as they may involve amendments to the adjacent highway for delivery by the highway authority to be applied towards improvements to the level crossing in the vicinity of the Development

"Local Businesses" means Businesses registered within the London Borough of Richmond.

"Local Employment Agreement" means a commitment by the applicant to maximise the employment and training opportunities for Local People, in line with the industry recognised benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use.

"Local People" means people who

- a) are a resident with a post code signifying that they live in the London Borough of Richmond; or
- b) have a non-qualifying borough post code but are connected to London Borough of Richmond, where the Borough has a duty of care to the resident e.g. housed outside of their borough in Temporary Accommodation; or
- c) are seeking Information, advice and guidance, employment support or training to seek employment; or
- d) are seeking to apply for a vacancy linked to the development in accordance with the terms agreed within an Employment and Skills Plan.

"Local Resident" means a person living in or working in or with a local connection to the London Borough of Richmond upon Thames

"London Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent:

- (a) including Service Charges, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

"London Affordable Rented Housing Unit" means any Low Cost Rented Housing Unit which is to be provided as London Affordable Rented Housing

"London Design Standards" means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016

"London Living Rent Housing" means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which annual housing costs, including rent and Service Charges, must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70

per cent of gross income) specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed);

- (d) under which the rent (inclusive of Service Charges), which is to be set by the Affordable Housing Provider in consultation with the Council, is at the time of the letting in question: (i) not more than 80 per cent of the local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); (ii) and equal to or less than the relevant maximum rents published by the GLA annually; and
- (e) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period but subject always to annual housing costs, including rent and Service Charges, not exceeding 28 per cent of the relevant annual gross income upper limit specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed),

PROVIDED THAT initial rents for subsequent lettings will reset in accordance with subparagraph (d) above

"London Living Rent Housing Units" means the 36 Affordable Housing Units shown shaded green on Plan 3 comprising 83 Habitable Rooms (less, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing or as Social Rented Housing (as the case may be)) to be made available for London Living Rent Housing in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing

"London Living Rent Marketing Plan" means a plan to market the London Living Rent Housing Units to Eligible Renters with priority being given by the Affordable Housing Provider to Local Residents for the first three months of marketing

"London Plan" means the London Plan published in March 2021 as revised from time to time

"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 Greater London Authority guidance or policy

"London Shared Ownership Housing" means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) of the relevant annual gross income upper limit specified in the Council's Intermediate Housing Policy Statement (such amount as at the date of this Deed being £50,000 for two thirds of the London Shared Ownership Housing Units and £90,000 for one third of the units) **Provided That** this restriction shall apply only to the sale of a London Shared Ownership Housing Unit to an Eligible Purchaser where such sale is

reserved to that Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed, and

- (c) that the selected Registered Provider demonstrates affordability of the London Shared Ownership Housing Units sales in the scheme to an average gross household income of £56,200

),

and **"London Shared Ownership Lease"** means and **"London Shared Ownership Lessee"** shall be construed accordingly

"London Shared Ownership Housing Units" means the 34 Affordable Housing Units as shown shaded red on Plan 3 comprising 101 Habitable Rooms (together with, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which as a result of the operation of the Council Grant Funding Review are to be provided as London Shared Ownership Housing) to be made available for London Shared Ownership Housing in accordance with Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

"London Shared Ownership Marketing Plan" means a plan to market the London Shared Ownership Housing Units with priority being given by the Affordable Housing Provider in accordance with paragraph 3.7 of Part A of Schedule 3 to this Deed and to Local Residents

"Low Cost Rented Housing Units" means the 103 Affordable Housing Units shown shaded yellow on Plan 3 comprising 293 Habitable Rooms (together with, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing or Open Market Housing Units (as the case may be)) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing instead) to be provided as London Affordable Rented Housing or (if the Owner elects) as Social Rented Housing (or in any combination of the two whereby some of the relevant units are provided as London Affordable Rented Housing and the remainder are provided as Social Rented Housing) in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing or as Social Rented Housing (as applicable

"Mayor's Funding Guidance" means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 (and including the addendum published in June 2018) or any update or replacement guidance

"Monitoring Contribution" means the sum of £45,621 Index-Linked to be paid to the Council towards the costs of the Council for monitoring the obligations of the Owner in this Deed

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council)

"Network Rail" means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN or any successor to its relevant function(s)

"Nominations Agreement" means in respect of the Low Cost Rented Housing Units (and if applicable any Additional Affordable Housing Units to be provided as Low Cost Rented Housing), an agreement for the nomination of tenants for those units substantially in the form of the relevant draft annexed at Appendix 3 (or such other form as may be agreed between the Owner and the Council from time to time)

"North Sheen Station Improvements Contribution" means the sum of £40,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, to be applied towards improvements to North Sheen mainline railway station including, without limitation, new benches and lighting improvements, re-painting and improvements to customer information provision

"Occupation" means occupation of the Land or any of the Residential Units or any part(s) of any buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and **"Occupy"** and **"Occupied"** shall be construed accordingly

"Occupier" means the occupier or occupiers of a single Residential Unit

"Offsite Playspace Contribution" means the sum of £63,455 Index-Linked to be paid to the Council and to be applied towards the provision and/or improvement of playspace for 11 to 17-year olds in the vicinity of the Development

"Offsite Playspace Maintenance Contribution" means the sum of £23,520 Index-Linked to be paid to the Council and to be applied towards the ongoing maintenance of playspace for 11 to 17-year olds in the vicinity of the Development for a period five years

"Open Market Housing Unit" means any Residential Unit forming part of the Development which is not an Affordable Housing Unit or Additional Affordable Housing Unit

"Option" means the option to be granted to the Council (or its nominated substitute Affordable Housing Provider) or to the GLA (or its nominated substitute Affordable Housing Provider) (as the case may be) in accordance with in accordance with clause 6.4 for the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Parties" means the GLA, the Owner and the Mortgagee and **"Party"** shall be construed accordingly as the context requires

"Phase" means a phase of the development as defined in the Phasing Plan and **"Phase 0"**, **"Phase 1a"**, **"Phase 1b"**, **"Phase 2"**, **"Phase 3"** and **"Phase 4"** shall be construed accordingly

"Phasing Plan" means the plan annexed to this Deed as Plan 2 showing the phases in which the Development is to be constructed (or such replacement plan as may be proposed by the Owner and approved by the Council and the GLA from time to time)

"Planning Permission" means the planning permission for the Development to be granted pursuant to the Application a draft of which is attached to this Deed at Schedule 2 and, other than for the purposes of clauses 7.1 and 7.2 and Formula 2 (and without prejudice to the Council's discretion to require a deed of variation or replacement deed of planning obligations to secure different or additional planning obligations), includes: (i) any amendments to that planning permission from time to time pursuant to section 96A of the 1990 Act; and (ii) any planning permission subsequently granted under section(s) 73 and/or 73A of the 1990 Act from time to time in connection with the Development

"Playspace Facilities" means the communal amenity areas of the Development comprising child play space as shown for indicative purposes coloured red and coloured green on Plan 6

"Practical Completion" means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and **"Practically Completed"** shall be construed accordingly

"Preliminary Notice" means the written notice served by the Council confirming the availability of Council Grant Funding in accordance with the provisions of paragraph 8.2 of Part A of Schedule 3 and which confirms the likely level of funding which is available

"Previous Permission" means the relevant planning permission(s) authorising the existing buildings on and use of the Land immediately prior to the grant of the Planning Permission

"Priority Band 1" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £50,000 (maximum annual housing cost including mortgage repayments, rent and service charges should be no greater than 40 per cent of net household income) for two thirds of the London Shared Ownership Housing Units subject to any adjustments made by the Council's Intermediate Housing Policy Statement (or replacement guidance or policy) from time to time

"Priority Band 2" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

"Public Realm" means those parts of each Phase shown coloured blue on Plan 6 which are to be provided as public access open space in accordance with paragraph 2 of Schedule 6

"Public Realm Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Public Realm such management plan to include:

- (a) a plan identifying the layout, the soft and hard landscaping areas, fencing and access points of the Public Realm to which it relates;
- (b) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);
- (c) details of the management body responsible for maintenance;
- (d) details of the frequency of maintenance;
- (e) repair and renewal arrangements;
- (f) lighting and provision of litter bins; and
- (g) drainage, boundary treatment and provision of play equipment

"Public Realm Provision Scheme" means details of the provision of Public Realm within the relevant Phase of the Development including:

- (a) location of each area of Public Realm;
- (b) a plan showing where the relevant Public Realm will be provided; and
- (c) a timetable setting out when each parcel of Public Realm within the Phase will be fully available for use by the public by reference to the Occupation of Blocks, Residential Units and/or Commercial Units (as applicable) within the relevant Phase,

(which scheme for the avoidance of doubt may allow for the planting of any grass trees and shrubs comprised in the relevant Public Realm to which the scheme relates to be carried out in the first planting season following first Occupation of the relevant Block, Residential Unit(s) and/or Commercial Unit(s) (as applicable))

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

"Purchased LLR Unit" means any London Living Rent Housing Unit (or Additional Affordable Housing Unit provided as London Living Rent Housing) which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of Part A of Schedule 3 to this Deed

"Railway Safety Contribution" means the sum of £15,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards education programmes for the local community on railway safety including, without limitation, education on the risks associated with the nearby level crossing and how to use it safely

"Reasonable Endeavours" has the meaning given to it in clause 1.2.10

"Regulator of Social Housing" means the government agency for the regulation of social housing in England (or any successor agency)

"Rent Guidance" means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 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 in April 2015 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 third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Land) or a self-contained energy system serving multiple residential properties (within a Block or Phase)

"Reportable Unit (Residential)" means, for each individual Block, all Residential Units within that Block (excluding the communal areas)

"Reportable Unit (Non-Residential)" means a non-residential reportable unit determined in accordance with the relevant criteria in the 'Be Seen' Energy Monitoring Guidance (including communal areas in Blocks).

"Residential Travel Plan" means a travel plan for the Residential Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 1.1 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 1.2 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be prior to first marketing of any Residential Unit;
 - (b) comprising an action plan and initiatives to achieve mode shares attached at appendix 5 and approved on grant of the Planning Permission;
 - (c) to influence positively the travel behaviour of Occupiers by promoting alternative modes of travel to the car;
 - (d) to minimise the number of single occupancy car trips generated by the Development by encouraging car sharing and car clubs;
 - (e) to provide visitor cycle spaces in accessible locations within the Development,
- and such other measures as may be agreed between the Council and the Owner

"Residential Units" means the Open Market Housing Units and the Affordable Housing Units and (if any) the Additional Affordable Housing Units and for the avoidance of doubt any Council Grant Funded Units

"Returns" means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development

"Review Date" means the date of the submission of the Development Viability Information pursuant to Part A of Schedule 3 of this Deed

"Richmond Work Match" means a designated professional recruitment service that works with construction and sub-contractors to support their recruitment needs; to work with residents and recruit, to train up residents in construction qualifications and ensure the delivery and monitoring of the Employment and Skills Plans

"Service Charges" means all amounts payable by a tenant or owner (as appropriate) of the relevant Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent 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 Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit (as applicable)

"Social Rented Housing" means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents

"Staircasing" means the acquisition by a purchaser of a London Shared Ownership Housing Unit of additional equity in a unit of London Shared Ownership Housing up to a maximum of 100% equity and **"Staircased"** shall be construed accordingly

"Station Access Feasibility Contribution" means the sum of £410,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards feasibility, design and development studies relating to, and delivery of, accessibility improvements to North Sheen mainline railway station

"Statutory Undertaker" means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) Order 2015

"Substantial Implementation" means the Development has been Commenced and the following has occurred:-

- (a) letting of a contract for the construction of Phase 1b
- (b) completion of Phase 0 and Phase 1a; and
- (c) construction of the ground floor of Block C up to and including the first floor slab

"Substantial Implementation Target Date" means the date 24 months from but excluding the Grant Date

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

"Sustainable Transport Implementation Fund" means £350,000 Index-Linked to be paid to the Council and held for five (5) years from the date of the Baseline Travel Survey (as defined by the Residential Travel Plan) to be applied towards the implementation of any additional measures in order to meet the targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan

"Sustainable Transport Measures" means measures intended to improve sustainable transport in connection with the Development and/or to meet the relevant targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan (as applicable) in accordance with the terms of Schedule 4, including but not limited to any of the following (or any combination of them):

- (a) Qualitative research such as holding community residential groups to gain information on travel barriers;
- (b) Implementation of a cargo bike scheme;
- (c) Free membership to cycle hire or purchase of pool bikes;
- (d) Funding or discount towards the purchase of non-standard cycles (e.g. adapted cycles or cargo bikes);
- (e) Purchase of cargo bike for Commercial Units;

- (f) Loaded travel (oyster) cards for public transport;
- (g) Additional cycle infrastructure, enhanced cycle parking (off-site) and education;
- (h) Additional pedestrian infrastructure, or public realm improvements;
- (i) Additional public transport infrastructure;
- (j) Enhanced pedestrian crossing facilities on Manor Road (costed at approximately £350,000);
- (k) Women's safety audit and interventions delivery (costed at approximately £250,000).

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

"Total Benchmark Value" means the estimated total disposal value of the Open Market Housing Units, the London Living Rent Housing Units, the Affordable Rented Housing Units and the London Shared Ownership Housing Units that is identified by the Independent Valuer using comparable data which is no more than six months old and agreed between the Owner and the Council to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3

"Transport for London" means Transport for London or its successor body and **"TfL"** shall be construed accordingly

"Travel Plan Monitoring Contribution (Commercial)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Commercial Travel Plan

"Travel Plan Monitoring Contribution (Residential)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Residential Travel Plan

"Undertakes" means undertakes pursuant to section 106 of the Act and section 16 of the Greater London Council (General Powers) Act 1974 and **"Undertake"** and **"Undertakings"** shall be construed accordingly

"Unit Benchmark Value" means the estimated disposal value of the relevant Open Market Housing Unit, London Living Rent Housing Unit, Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as the case may be) that is identified by the Independent Valuer using comparable data which is no more than six months old to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3 and as illustrated for information purposes only in the Worked Example (CGF Review)

"Waste Collection Contribution" means the sum to be demonstrated by the Council as being the reasonable cost for providing a second weekly waste collection at the Development which shall be referable to an Expert for determination where not agreed in accordance with clause 10 and such sum shall payable in accordance with paragraph 3 of Schedule 6

"Worked Example (CGF Review)" means the illustrative worked example of the Council Grant Funding Review (showing, amongst other things, an example of the determination of the Unit Benchmark Value and a calculation of how many and which Residential Units can be provided as Council Grant Funded Units using Council Grant Funding), attached hereto as Appendix 5

"Working Day" means any day excluding Saturdays, Sundays and any bank holidays in England and **"Working Days"** shall be construed accordingly.

1.2 In this Deed:

- 1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force save that references to use classes within the Town and Country Planning (Use Classes) Order 1987 are and shall be construed as references to such use classes as stated in the Town and Country Planning (Use Classes) Order 1987 in force as at 31 August 2020 and such construction shall not be affected by changes to that Order after that date;
- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed;
- 1.2.3 references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.6 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.7 covenants and Undertakings made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council and the GLA shall include successors to their respective statutory functions;
- 1.2.9 references to the Owner not Occupying include an obligation not to permit or suffer Occupation; and
- 1.2.10 reference to **"Reasonable Endeavours"** shall be taken to mean that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such Party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party as set out in clause 1.2.11 and by the expenditure of such effort and/or sums of money and the pursuance of such reasonable avenues that are available and engagement of such professional or other advisers as in each case in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile.
- 1.2.11 The standards referred to in clause 1.2.10 are:
- (A) in the case of the Owner, that of a competent and prudent commercial developer having the same commercial interests and economic circumstances as the Owner in the context of the Development and the wider commercial and residential property market; and
 - (B) in the case of the GLA, that of a competent local authority acting reasonably in the context of its statutory functions.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Deed is entered into under sections 2E and 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and, subject to clause 2.2, all the

restrictions covenants and Undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and Section 16 of the Greater London Council (General Powers) Act 1974 and for the avoidance of doubt the covenants in paragraph 8 of Schedule 4 are Undertakings for the purposes of the said section 16 but are not planning obligations.

3. **EFFECT AND CONDITIONALITY OF THIS DEED**

This Deed is conditional and shall become binding upon the grant and Commencement of the Planning Permission **SAVE FOR** the provisions of this clause 3 and clauses 1, 2, 4.2, 4.3 and 6 to 24 (inclusive) and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect on completion of this Deed.

4. **THE OWNER'S COVENANTS AND OBLIGATIONS**

- 4.1 The Owner covenants with the GLA and Undertakes to the Council to perform the obligations and Undertakings specified in Schedule 3 to Schedule 7 (inclusive) to this Deed.
- 4.2 The Owner Undertakes to pay to the Council on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation of this Deed and the Monitoring Contribution.
- 4.3 The Owner covenants to pay to the GLA on or before completion of this Deed the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

5. **THE GLA'S COVENANTS**

The GLA covenants with the Owner to perform the obligations on its part specified in this Deed.

6. **EXCLUSIONS**

- 6.1 This Deed shall not be enforced against the following:
- 6.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
- 6.1.2 any owner, tenant or occupier of any Open Market Housing Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;
- 6.1.3 any owner, tenant or occupier of any Commercial Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraphs 4.2 and 8.2 of Schedule 4 which shall be enforceable against such persons;
- 6.1.4 any Affordable Housing Provider providing Affordable Housing Units within a completed building in the Development except in relation to the obligations in

Part A of Schedule 3 paragraphs 2, 3.6 to 3.11 (inclusive) and 4 and paragraph 8.1 of Schedule 4 to this Deed;

- 6.1.5 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit who has exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or the Housing and Regeneration Act 2008 or the Housing and Planning Act 2016 or any similar or substitute right applicable or has acquired 100% of the equity in a London Shared Ownership Housing Unit nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;
 - 6.1.6 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit (other than a person to whom clause 6.1.5 applies) nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraphs 2 and 4 of Part A of Schedule 3 and paragraph 8 of Schedule 4 which shall be enforceable against such persons;
 - 6.1.7 subject to clause 6.2 to 6.7 (inclusive), and in respect of the covenants, restrictions and obligations in Part A of Schedule 3 only, any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee;
 - 6.1.8 subject (in relation to any Chargee) to clause 6.1.7 (which clause, for the avoidance of doubt, applies only to the enforceability against such Chargee of the covenants, restrictions and obligations in in Part A of Schedule 3), against any Chargee or other chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver until such Chargee or other chargee, mortgagee or receiver has entered into possession of the Land or the part thereof to which such covenants, Undertakings, restrictions and obligations relate or the Development is continued by or at the instigation of a receiver, liquidator or other agent appointed by or on behalf of any Chargee or other mortgagee or chargee in place of the Owner;
 - 6.1.9 any successors in title to the persons categorised in clauses 6.1.1 to 6.1.8; and
 - 6.1.10 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt TfL and London Bus Services Limited (and their respective statutory successors and their nominated occupiers and operators) in respect of the Bus Layover Land).
- 6.2 In order to benefit from the protection granted by clause 6.1.7, a Chargee must:
- 6.2.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (A) on the Council either:
 - (1) by delivery by hand to the Council's offices at the Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to the Head of Development Management during the hours of 9am to 5pm on a Working Day; or
 - (2) using first class registered post to the Council's offices addressed to the Head of Development Management,
in either case with a copy sent by email to planning@richmond.gov.uk (or such other email address as may be notified by the Council to the Owner); and
 - (B) on the GLA either:

- (1) 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 Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day; or
 - (2) 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 Legal Manager for Property and Planning),
 - in either case with a copy sent by email to planningsupport@london.gov.uk (or such other email address as may be notified by the GLA to the Owner);
- 6.2.2 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
- 6.2.3 subject to clause 6.7 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 clause 6.4 below.
- 6.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the GLA or the Council may serve an Intention Notice on the Chargee 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.
- 6.4 Not later than 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 to the Buyer an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
 - 6.4.1 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));
 - 6.4.2 the price for the sale and purchase will be agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below;
 - 6.4.3 provided that the purchase price has been agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below, but subject to clause 6.4.4 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;
 - 6.4.4 the Option will expire upon the earlier of:
 - (A) notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval to the same; and
 - (B) the expiry of the Moratorium Period; and
 - 6.4.5 any other terms agreed between the parties to the Option (acting reasonably);
- 6.5 Following the service of the Intention Notice:
 - 6.5.1 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

- 6.5.2 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 Schedule 3; and
 - (B) (unless otherwise agreed in writing between Buyer and the Chargee) the Sums Due.
- 6.6 If on the date falling 10 Working Days after service of the Intention Notice, the Buyer and the Chargee have not agreed the price pursuant to clause 6.5.2(A) above:
- 6.6.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 6.6.2 if, on the date falling 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;
 - 6.6.3 the independent surveyor shall determine the price reasonably obtainable referred to in clause 6.5.2(A) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 6.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 6.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 6.6.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 6.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Part A of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 6.7.1 neither the GLA nor the Council has served an Intention Notice before the expiry of the Intention Notice Period;
 - 6.7.2 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
 - 6.7.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval.
- 6.8 The GLA and (if applicable) the GLA's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 6.2 to 6.7 above (inclusive).
- 7. DETERMINATION OF THE PLANNING PERMISSION**
- 7.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect

(insofar as it has not already been complied with and save for any breach prior to such cessation) in the event that:

- 7.1.1 the Planning Permission shall lapse without having been implemented; or
- 7.1.2 the Planning Permission shall be revoked without the consent of the Owner; or
- 7.1.3 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the Council.

7.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 7 the Owner may request that the Council effect the cancellation of all entries made in the register of local land charges in respect of this Deed **PROVIDED THAT** there are no outstanding obligations.

7.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission (other than the Planning Permission) issued subsequent to the grant of the Planning Permission.

8. **CONSENT IN RELATION TO THIS DEED**

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

8.2 Neither the Council nor the GLA shall be required to pay any costs in the giving by that Party of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction pursuant to this Deed to the Owner.

9. **VERIFICATION AND ENFORCEMENT**

The Owner shall permit each of the Council and the GLA (and in each case its authorised employees and agents) upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligation arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council or the GLA (as the case may be) and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

10. **DISPUTE PROVISIONS**

10.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under Schedule 3 of this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties save in the case of manifest error.

10.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 10.3.

10.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.

- 10.4 The Expert's costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.5 In the event that the Council states that it does not agree or approve any details, scheme or appraisal submitted to it by the Owner for such agreement or approval under the terms of this Deed the Owner shall use Reasonable Endeavours to consult and engage with the Council and pay regard to any representations made by the Council in an effort to reach agreement with the Council for a period of no less than 20 Working Days from receipt of the relevant communication from the Council stating that consent, approval or agreement is not given.
- 10.6 In the event that the relevant matter is not approved or agreed with the Council within the 20 Working Days period referred to at clause 10.5 above then the Owner shall provide to the Council a suggested suitable person to act as an independent expert in the relevant field to determine the matter and if the Council agrees to the suggested person or does not respond within 5 Working Days the expert is to be the person suggested by the Owner and the Owner shall appoint that person to act as an Expert and the Owner accepts and acknowledges that the decision of such an Expert shall be final and binding on the Owner in the absence of manifest error and the Owner covenants and undertakes that it shall carry out the Development in accordance with the matters as determined by the Expert PROVIDED THAT if the Council notifies the Owner within 5 Working Days that it does not agree to the suggested person to act as an Expert, then if the Owner and the Council cannot agree the identity of the Expert within a further period of 5 Working Days the Owner will refer the appointment of the Expert to the President for the time being of the Law Society or (in the case of a dispute relating to a financial matter) the President for the time being of the Royal Institution of Chartered Surveyors.
- 10.7 In the event that an Expert is to be appointed by the Owner (whether it is the person the Owner suggests or a person identified by the Presidents for the time being of the Law Society or the Royal Institution of Chartered Surveyors in accordance with Clause 10.6) pursuant to clause 10.6 then the Owner shall ensure that any such Expert shall be an independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications.
- 10.8 The terms of reference of the Expert appointed by the Owner to determine a matter between the Owner and the Council shall comprise the following:
- 10.8.1 The Expert shall call for written representations from the parties to the dispute within 15 Working Days of a reference to him under clause 10.6 and the parties may within such period also exchange such representations PROVIDED THAT nothing in these clauses 10.5 to 10.8 shall require the Council to participate in such processes but it may do so if it so wishes; and
- 10.8.2 the Expert shall provide the Owner with a written decision (including his reasons) within 20 Working Days of the last date for receipt of counter-representations.
- 10.9 The provisions of this clause 10 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages or any other means of enforcing this Deed and consequential and interim orders and relief.
- 10.10 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.
11. **POWERS OF THE COUNCIL**
- Nothing contained or implied in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council, the GLA and Transport for London in the exercise of their statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

12. **WAIVER**

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

13. **SEVERABILITY**

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

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

14. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the Council may upon the written reasonable request of the Owner at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

15. **NOTICES**

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

15.1.1 in the case of the Council at the address for the Council given at party recital (4) in this Deed addressed to the Head of Development Management or any other address previously notified by the Council in writing;

15.1.2 in the case of the GLA at the address for the GLA given at party recital (1) in this Deed addressed to the Head of Planning (citing reference 4795) or any other address previously notified by the GLA in writing;

15.1.3 in the case of the Owner at the address for the Owner given at party recital (2) in this Deed or any other address previously notified by the Owner in writing; and

15.1.4 in the case of the Mortgagee at the address for the Mortgagee given at party recital (3) in this Deed or any other address previously notified by the Mortgagee in writing.

15.2 Any notice shall be deemed to have been duly received:

15.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 15;

15.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or

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

- 15.3 Not less than 10 Working Days before the anticipated date of each of the following events, the Owner shall notify the Council in writing (with a copy to the GLA) of such anticipated date:
- 15.3.1 the date which is 3 months prior to the anticipated date of Commencement of Development;
 - 15.3.2 Commencement of Development;
 - 15.3.3 Commencement of Development of each Phase;
 - 15.3.4 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Shared Ownership Housing Unit;
 - 15.3.5 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Living Rent Housing Unit;
 - 15.3.6 the date which is 12 months prior to the anticipated date of Practical Completion of the first Low Cost Rented Housing Unit
 - 15.3.7 Practical Completion of the Development;
 - 15.3.8 Practical Completion of the first Affordable Housing Unit to be Practically Completed;
 - 15.3.9 first Occupation of the Development;
 - 15.3.10 first Occupation of the first Commercial Unit to be Occupied;
 - 15.3.11 first Occupation of the first Residential Unit to be Occupied;
 - 15.3.12 first Occupation of each Block;
 - 15.3.13 first Occupation of the first Affordable Housing Unit to be Occupied;
 - 15.3.14 first Occupation of more than 50% of the Open Market Housing Units;
 - 15.3.15 first Occupation of more than 80% of the Open Market Housing Units; and
 - 15.3.16 first Occupation of more than 90% of the Open Market Housing Units.
- 15.4 The Owner shall not cause, suffer or permit the occurrence of any event specified in clause 15.3 above until they have given notice to the Council (with a copy to the GLA) of the anticipated date of that event in accordance with clause 15.3 above.

16. **MORTGAGEE CONSENT**

- 16.1 The Mortgagee hereby consents to the Owner entering into the obligations contained in this Deed and acknowledges that the Land shall be bound by the covenants, restrictions, obligations and Undertakings contained in this Deed PROVIDED THAT the Mortgagee and any future mortgagee shall not be liable in respect of any breach of the terms of this Deed unless and until it takes possession of the Land (or any part thereof) or the Development is continued by or at the instigation of a receiver, administrator, liquidator or other agent appointed by or on behalf of the Mortgagee in place of the Owner.

17. **CHANGE OF OWNERSHIP**

- 17.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Land.
- 17.2 The Owner Undertakes to give the Council and (unless otherwise agreed with the GLA) covenants to the GLA to give immediate written notice of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner occupier or tenant of any of the Residential Units and the commercial floorspace or the new owner is a mortgagee or chargee of such individual

owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

18. PREVIOUS SECTION 106 AGREEMENTS

- 18.1 The Owner undertakes to the Council and covenants with the GLA that following the carrying out of a material operation as defined in Section 56(4) of the 1990 Act pursuant to the Planning Permission the Owner shall not use the Land or carry out any further works under the Previous Permission.
- 18.2 The Owner and the Council may agree to enter into a separate agreement to provide for the release from all obligations, covenants and undertakings contained in the Existing Planning Agreements and from all liability, claims and demands in respect of any breach or non-observance of the same but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations, covenants or undertaking SUBJECT TO any such agreement containing provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.3 The Owner covenants with the GLA that it shall not enter into any such agreement as referred to in clause 18.2 unless such agreement contains provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.4 The Owner acknowledges and declares that as from the date on which the Existing Planning Agreements may cease to have effect it shall not maintain and shall be estopped from maintaining that it is entitled to use the Land or carry out any further works under the Previous Permission save as provided in clause 18.5.
- 18.5 In the event that the Planning Permission is quashed or is revoked or otherwise withdrawn the Owner shall be permitted to use the Land and carry out further works under the Previous Permission and for the avoidance of doubt the Existing Planning Agreements shall continue to apply in respect of the Previous Permission.

19. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

20. INDEXATION

Any sum payable or required to be spent pursuant to any Schedule to this Deed or which is referred to as being "Index-Linked" shall be Index-Linked in an upward direction only and shall accordingly be increased by the amount calculated in accordance with the definition of Index-Linked in this Deed.

21. THIRD PARTY RIGHTS

- 21.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Deed such that any person who is not named in this Deed shall not have a right to enforce any of its terms **OTHER THAN:**
- 21.1.1 any successors in title to any of the Parties or (in the case of the Council and the GLA) the successor to its respective statutory functions;
- 21.1.2 TfL in relation to paragraph 13 of Schedule 4 and paragraph 2.2 of Schedule 8 only; and
- 21.1.3 Network Rail in relation to paragraph 10 of Schedule 4 only.

22. COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010

For the purposes of the Community Infrastructure Levy Regulations 2010 (the "**Regulations**"), the Owner and the GLA hereby affirm that the planning obligations

contained in Schedule 3 to Schedule 7 are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

23. **REGISTRATION OF THIS DEED**

This Deed may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

24. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and, subject to clause 10, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written.

SCHEDULE 1

PLANS

1. Location Plan
2. Phasing Plan
3. Affordable Housing Plan(s)
4. Highway Works Plan
5. Bus Layover Land
6. Plan showing the Public Realm and Playspace
7. Plan showing the Car Club Parking Spaces



Handwritten initials/signature



General notes
 All selling out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All bearings and weatherings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
 This drawing must not be used for land transfer purposes
 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities
 Revision Status:
 P=Preliminary
 C=Contract
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 Drawing notes

Electronic file reference
 Enter Source Filename 'Eg AA Title Block'

Status R:	Revision	Date	DRN	CHK	CDM
1	Planning Draft	15/01/19	HB	JL	
2	For Planning	06/02/19	RD	HB	
3	For Planning	05/11/21	HB	JL	
4	GIA confirmation	17/11/22	KC	AS	
5	Updated for S106	08/12/23	KC	JL	

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
Avanton
 Project title
A3004 Manor Road Richmond
 Drawing title
Location Plan Existing
 Scale @ A1 size
1:1250
 Date
Feb '19
 Drawing N°
MNR-AA-ALL-ZZ-DR-A-1000
 Status & Revision
R5



General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
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 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
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Drawing notes



Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
	6	Updated for S106	08/12/23	KC	JL

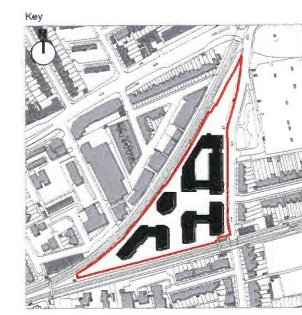
[Handwritten signatures]

Purpose of information

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Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client:
Avanton

Project title:
A3004 Manor Road Richmond

Drawing title:
Phasing Plan Ground Floor

Scale @ A1 size: **1:500** Date: **Jan '20**

Drawing N°:
MNR-AA-ALL-GF-DR-A-2100

Status & Revision:
R6

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General notes

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Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status	Revision	Date	DRN	CHK	CDM
	41	S106 - Tenure Plans	15/12/23	KC	JL

Key

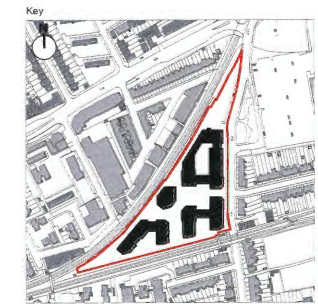
Market	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Darkest Blue]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Darkest Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Darkest Green]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Darkest Yellow]
Plant/Refuse/Bike Store	[Grey]			
Commercial	[Yellow]			

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client:
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Ground Floor**

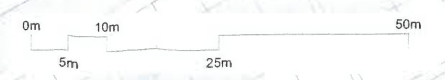
Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-GF-DR-A-2000

Status & Revision
R41

Assael

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 Contract
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 Drawing notes

Handwritten signature

Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
34	S106 - Tenure Plans	15/12/23	KC	JL	

Key

Studio	1 Bed	2B3P	2B4P	3 Bed
Market				
Shared Ownership				
London Affordable Rent				
London Living Rent				
Plant/Refuse/Bike Store				
Commercial				

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client:
Avanton

Project title:
**A3004
 Manor Road Richmond**

Drawing title:
**GA Plans Proposed
 First Floor**

Scale @ A1 size: **1:500**
 Date: **Aug' 23**

Drawing N°:
MNR-AA-ALL-01-DR-A-2001

Status & Revision:
R34





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Revision Status:
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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
	31	S106 - Tenure Plans	15/12/23	KC	JL

Key

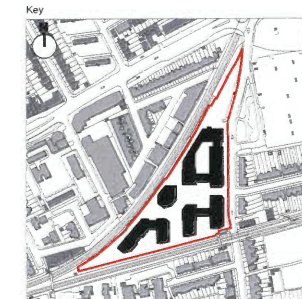
Studio	1 Bed	2B3P	2B4P	3 Bed
Market				
Shared Ownership				
London Affordable Rent				
London Living Rent				
Plant/Refuse/Bike Store				
Commercial				

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client:
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Second Floor**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-02-DR-A-2002

Status & Revision
R31



Handwritten signatures and initials.



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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
29	S106 - Tenure Plans	15/12/23	KC	JL	

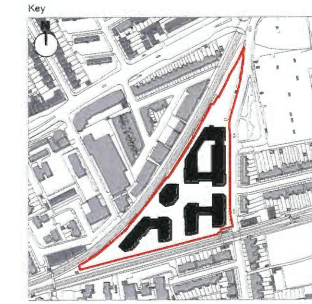
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Black]

Purpose of information

The purpose of the information on this drawing is for:	Planning	Information	Comment	Client approval	Construction
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client:
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Third Floor**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-03-DR-A-2003

Status & Revision
R29



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Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
30	S106 - Tenure Plans	15/12/23	KC	JL	

Key

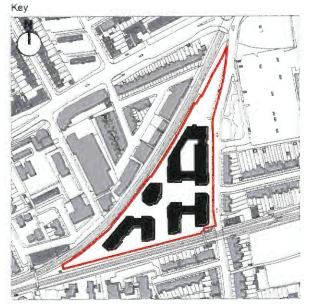
	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Darkest Blue]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Darkest Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Darkest Green]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Darkest Yellow]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Darkest Grey]
Commercial	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Darkest Purple]

Purpose of information

The purpose of the information on this drawing is for:

	Planning	Information	Comment	Client approval	Construction
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Client
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Fourth Floor**

Scale @ A1 size
1:500

Date
Aug' 23

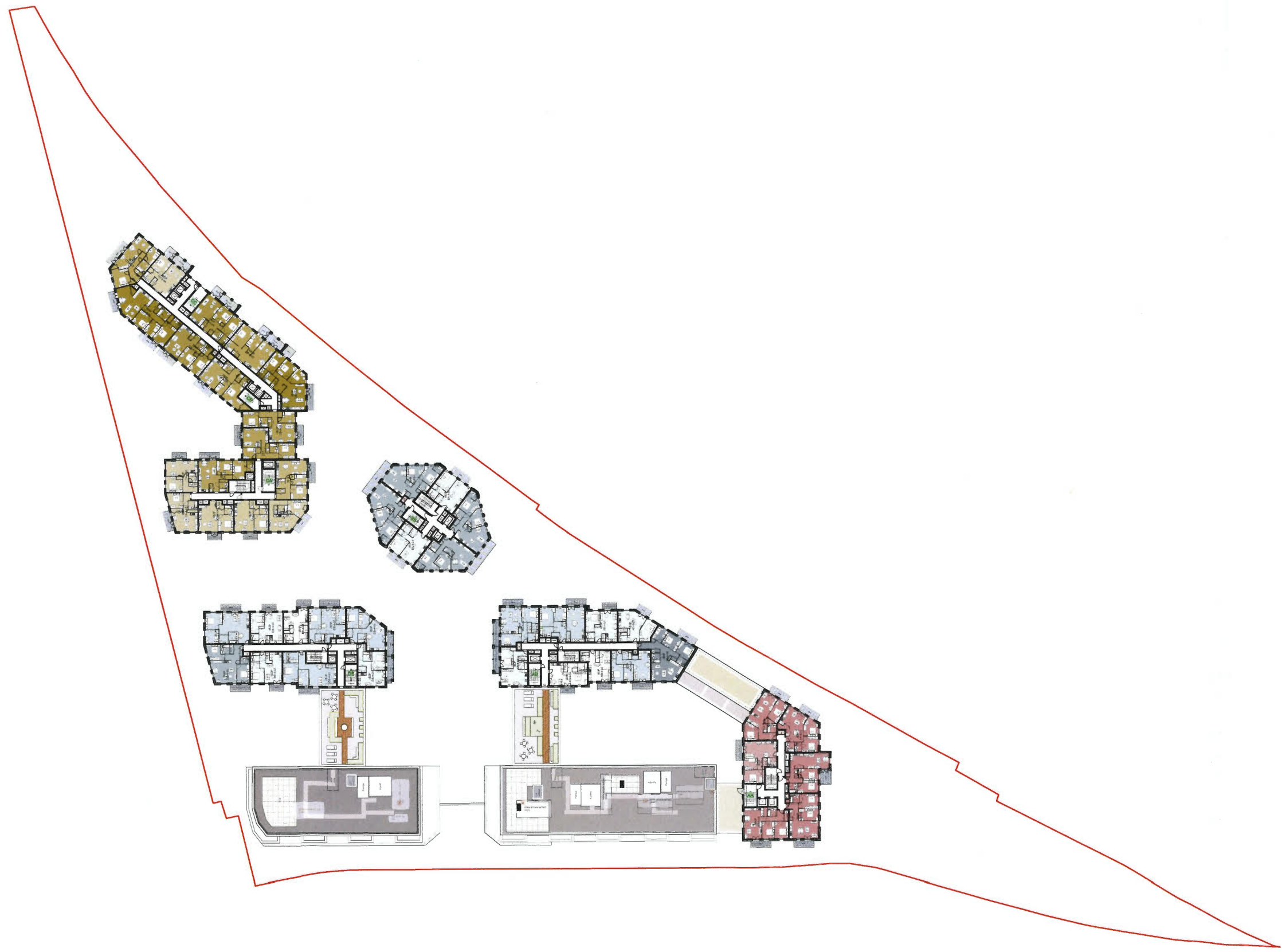
Drawing N°
MNR-AA-ALL-04-DR-A-2004

Status & Revision
R30



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 Drawing notes

[Handwritten signature]

Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
29	S106 - Tenure Plans	15/12/23	KC	JL	

Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Pink]	[Medium Pink]	[Dark Pink]	[Red]	[Dark Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Olive]	[Dark Olive]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Orange]	[Dark Orange]
Plant/Refuse/Bike Store	[Light Purple]	[Medium Purple]	[Dark Purple]	[Black]	[Black]
Commercial	[Light Grey]	[Medium Grey]	[Dark Grey]	[Black]	[Black]

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Fifth Floor**

Scale @ A1 size

1:500

Date

Aug '23

Drawing N°

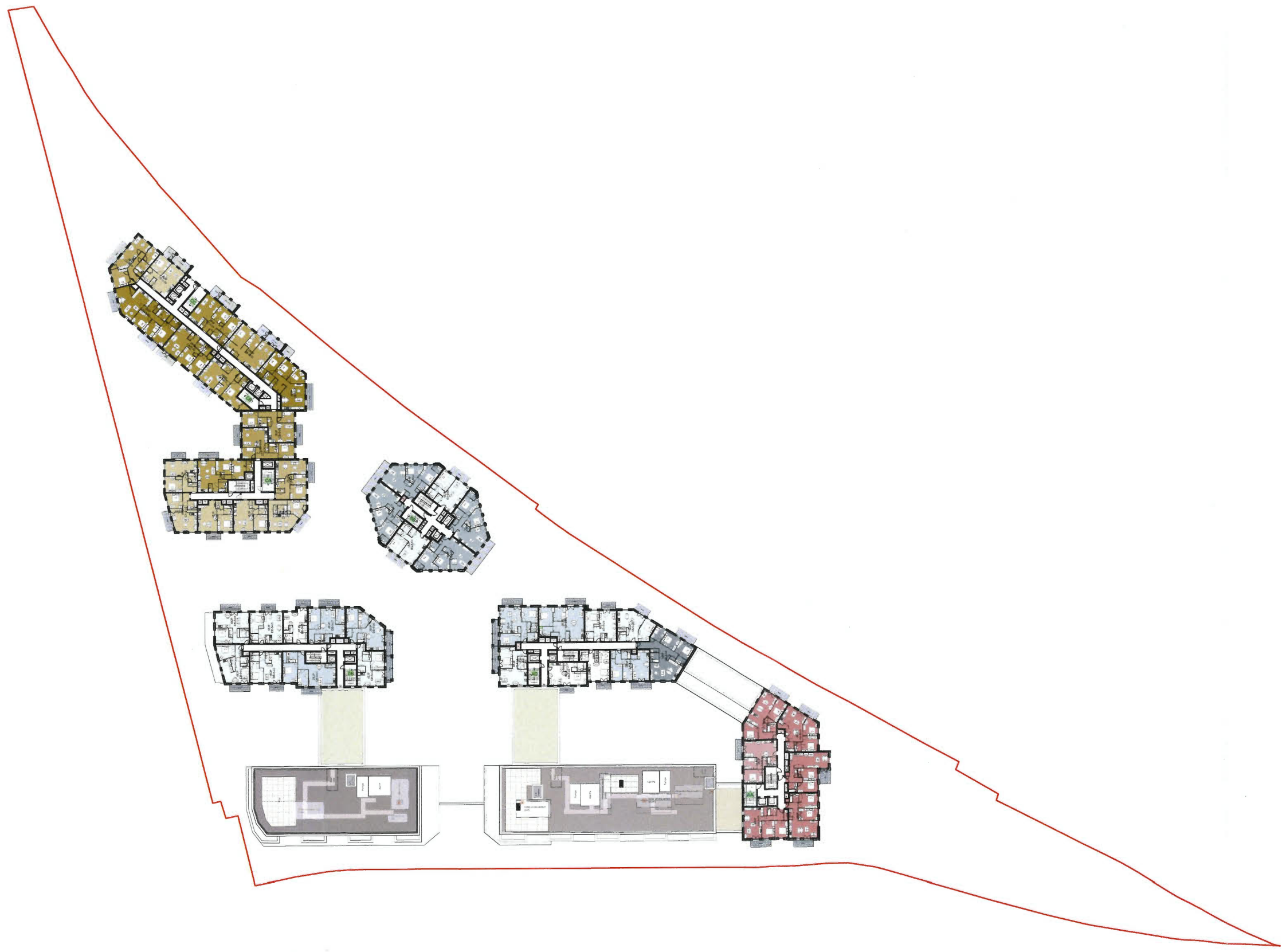
MNR-AA-ALL-05-DR-A-2005

Status & Revision

R29

Assael

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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
29	S106 - Tenure Plans	15/12/23	KC	JL	

Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Darkest Blue]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Darkest Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Darkest Green]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Darkest Yellow]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Darkest Grey]
Commercial	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Darkest Purple]

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Sixth Floor**

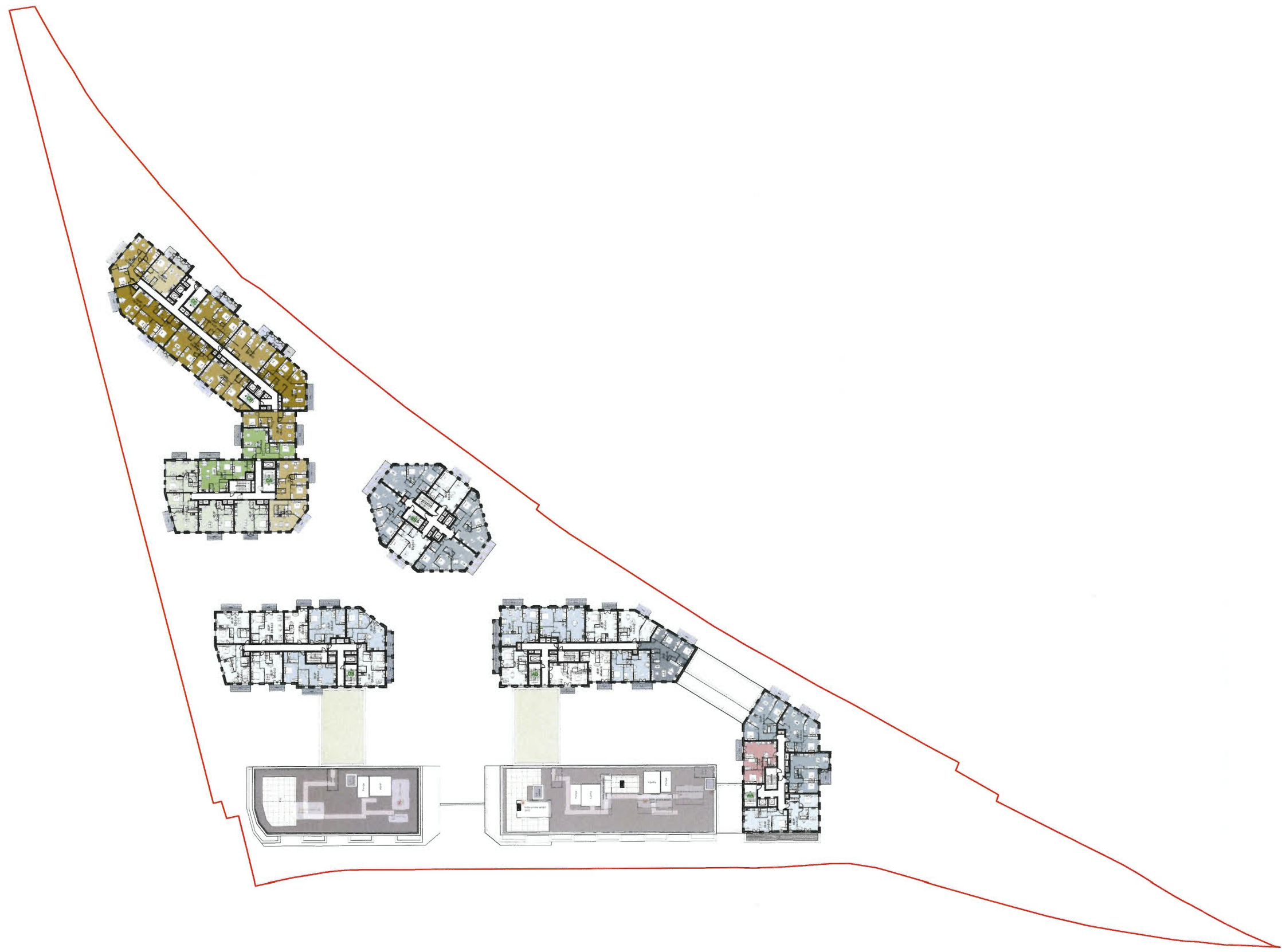
Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-06-DR-A-2006

Status & Revision
R29



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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

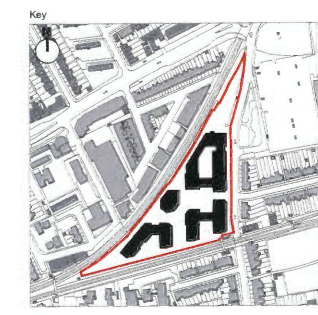
Status R:	Revision	Date	DRN	CHK	CDM
	28	S106 - Tenure Plans	15/12/23	KC	JL

Key

Studio	1 Bed	2B3P	2B4P	3 Bed
Shared Ownership	London Affordable Rent	London Living Rent	Plant/Refuse/Bike Store	Commercial

Purpose of information

The purpose of the information on this drawing is for:	Planning	<input type="checkbox"/>
	Information	<input checked="" type="checkbox"/>
	Comment	<input type="checkbox"/>
All information on this drawing is not for construction unless it is marked for construction.	Client approval	<input type="checkbox"/>
	Construction	<input type="checkbox"/>



Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Seventh Floor**

Scale @ A1 size

1:500

Date

Aug' 23

Drawing N°

MNR-AA-ALL-07-DR-A-2007

Status & Revision

R28

Assael

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Electronic file reference
 MNR-AA-SK-230315HB02

Status	Revision	Date	DRN	CHK	CDM
	27	15/12/23	KC	JL	

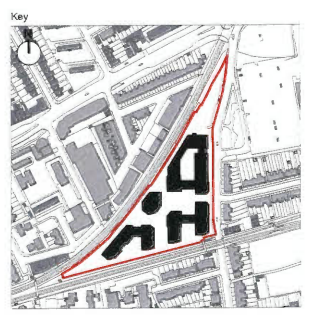
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Orange]	[Medium Orange]	[Dark Orange]	[Very Dark Orange]	[Black]

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Eighth Floor**

Scale @ A1 size Date

1:500 Aug' 23

Drawing N°

MNR-AA-ALL-08-DR-A-2008

Status & Revision

R27



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 Drawing notes

Handwritten signature and initials

Electronic file reference
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Status	Revision	Date	DRN	CHK	CDM
	27	15/12/23	KC	JL	

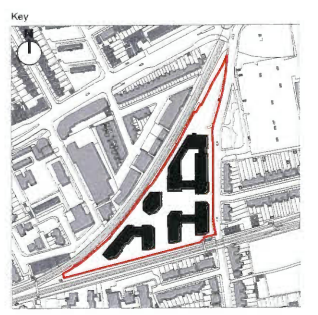
Key

Market	Studio	1 Bed	2B3P	2B4P	3 Bed
Shared Ownership					
London Affordable Rent					
London Living Rent					
Plant/Refuse/Bike Store					
Commercial					

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Ninth Floor**

Scale @ A1 size Date

1:500 Aug' 23

Drawing N°

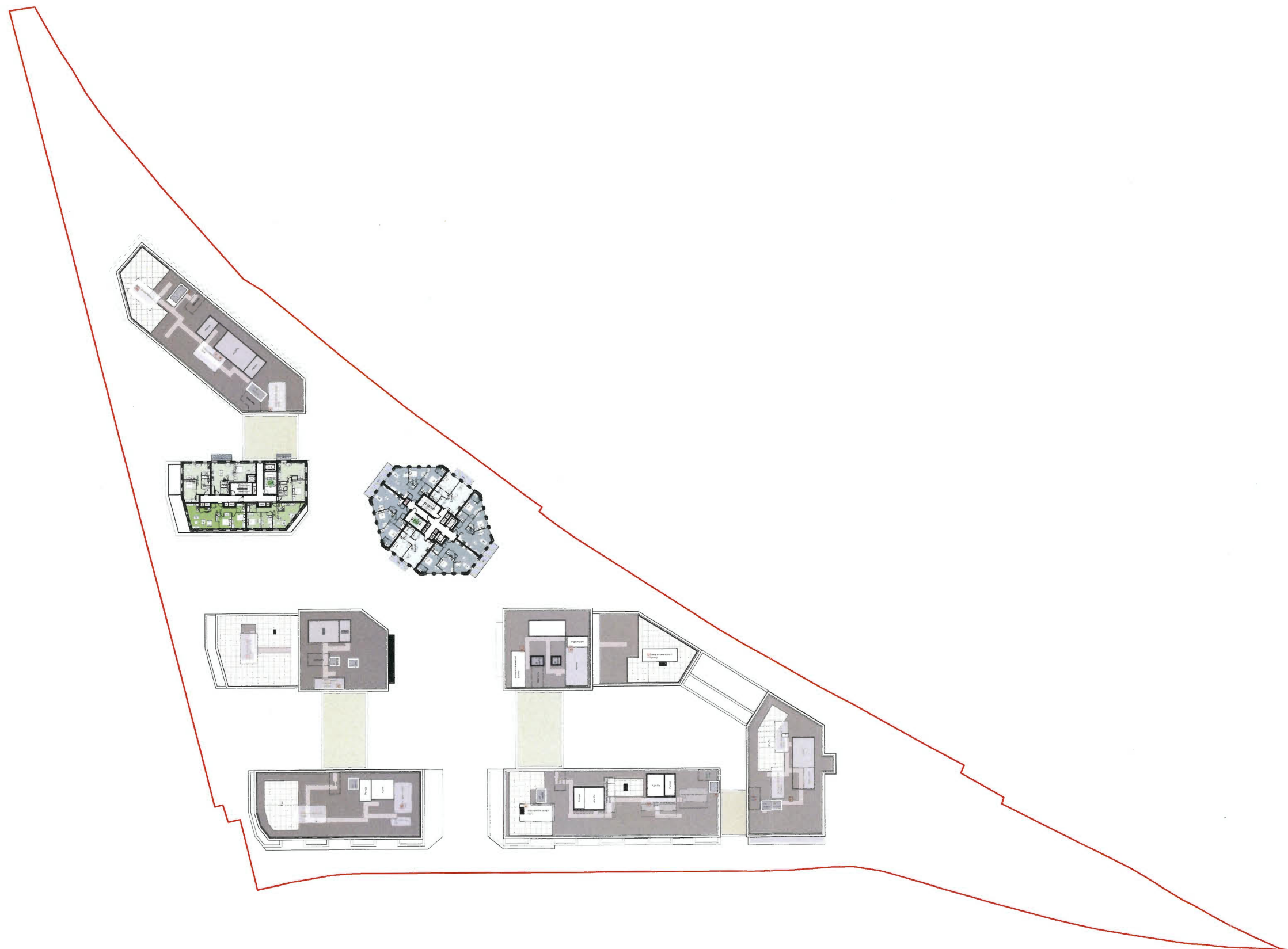
MNR-AA-ALL-09-DR-A-2009

Status & Revision

R27



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 www.assael.co.uk





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 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
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Revision Status:
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 C=Contract

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Drawing notes

[Handwritten signature]

Electronic file reference

MNR-AA-SK-2303154B02

Status	R	Revision	Date	DRN	CHK	CDM
	17	S106 - Tenure Plans	15/12/23	KC	JL	

Key

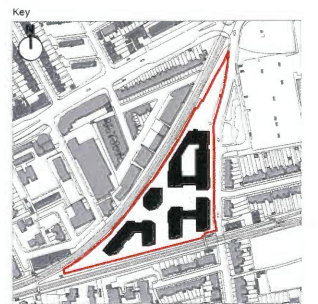
	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Darkest Blue]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Darkest Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Darkest Green]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Darkest Yellow]
Plant/Refuse/Bike Store	[Grey]				
Commercial	[Yellow]				

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
Avanton

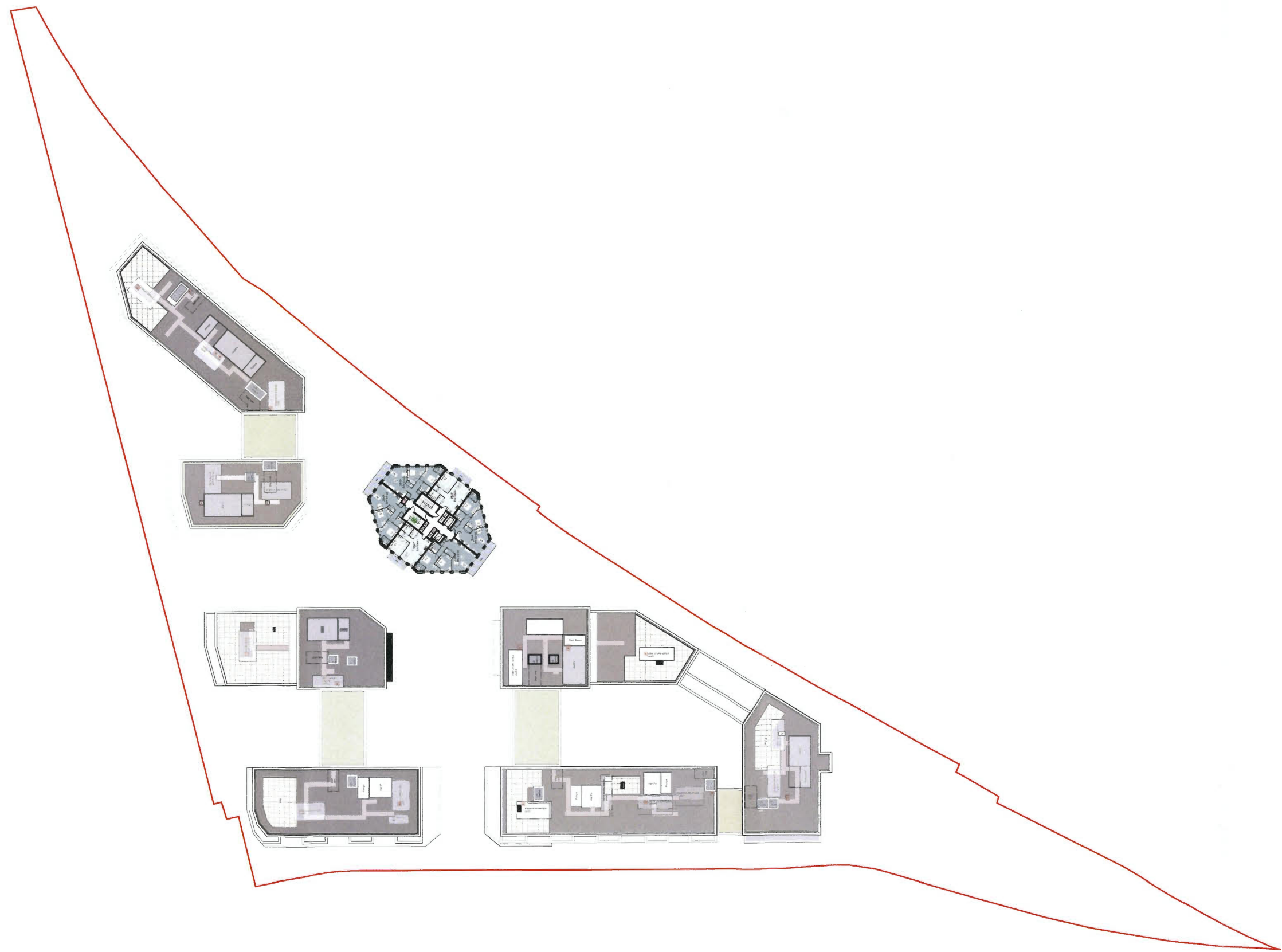
Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Tenth Floor Plan**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-10-DR-A-2010

Status & Revision
R17





Handwritten initials/signature in the top right corner of the drawing area.

No setbacks to this location to allow for 20% access to substation and Network Rail access to railway siding.

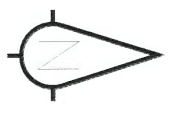
Proposed improvements to pedestrian refuge island with associated tactile paving on footways (subject to detailed design)

Proposed dropped kerbs and tactile paving on footways (subject to detailed design) Existing area kerbs that devices to be removed

Existing tactile strip to be replaced with standard carriageway surface (subject to detailed design)

Existing dropped kerbs to be removed and replaced with full height kerbs (subject to detailed design)

- Area of widened footway
- Proposed bollard
- Proposed tree
- Proposed tactile paving



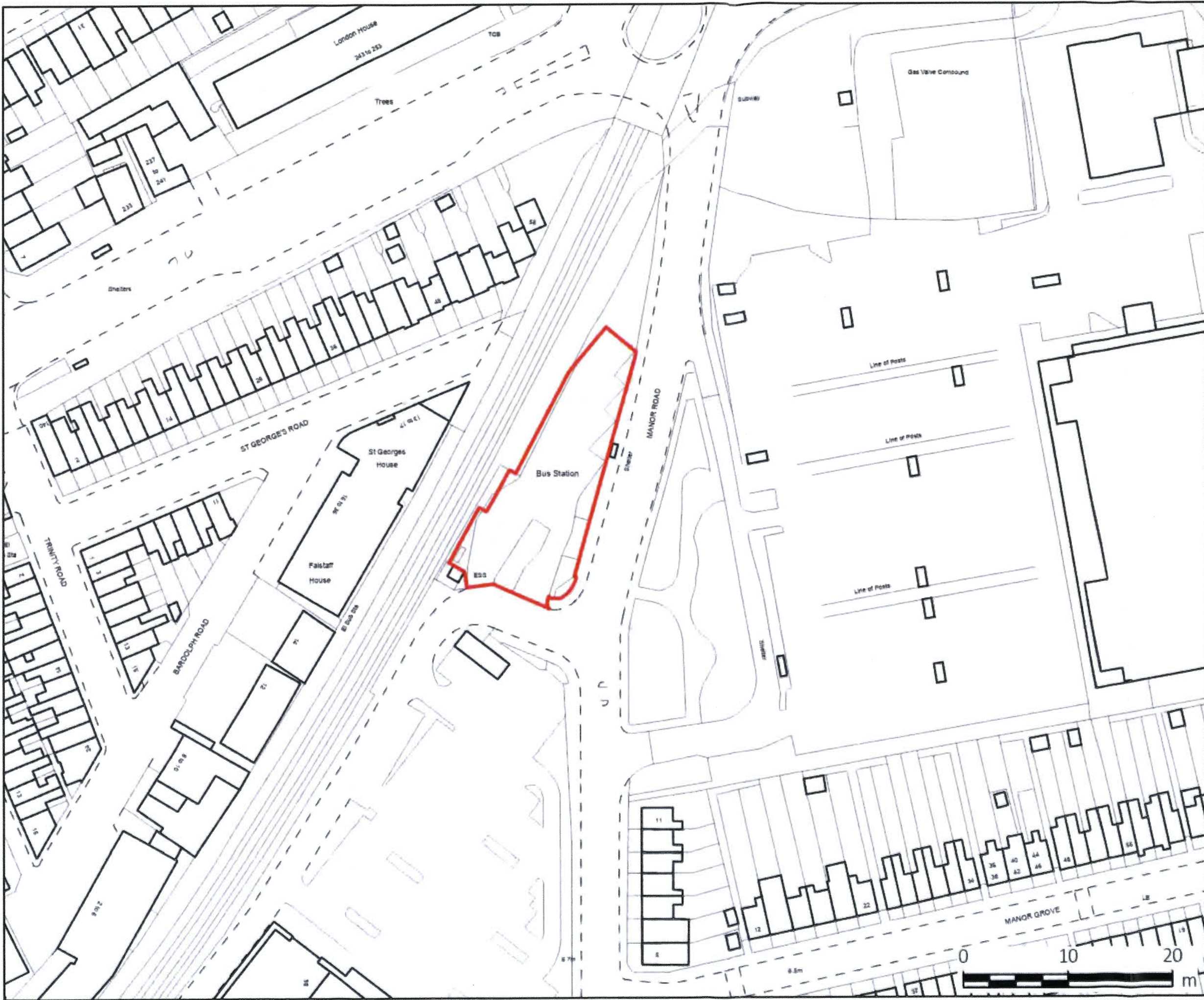
Sa sanderson
 associates
 consulting engineers
 Highways | Traffic | Transportation | Water
 T 01924 844080 mail@sandersonassociates.co.uk
 F 01924 844081 www.sandersonassociates.co.uk

Manor Road, Richmond
 Proposed Highway Improvements

Rev	Amendment	Drawn	Date	Checked
C	Base layout updated	CP	Dec 23	KS
B	Additional annotation and access improvements added	CH	Jan 21	KS
A	Improvements to refuge island added	CH	Dec 20	KS

Scale	1:500	Drawn By	CH
Drawing Size	A3	Checked By	KS
Date	October 2020	Approved By	KS
Drawing Number	11566-002	Rev	C

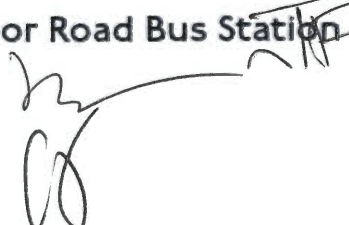
FILE REF:



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ

MAYOR OF LONDON


Manor Road Bus Station



 Existing Manor Road Bus Station

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Date	13/12/2023
Initials	AGW
Drg. No.	JF_ManorRd_v2
Rev	0
Scale	1:500 at A4





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Coordinate System: British National Grid

rev	details	by	date
00	issued for planning	pc	15.01.20
01	Updated to revised scheme	pc	05.10.2020
02	Updated to amended layout	pc	15.12.2023

Notes

1.0 Do not scale from drawing, use figured dimensions only
 1.1 All dimensions to be checked onsite
 1.2 This drawing to be read in conjunction with all other Gillespies drawings and specifications

- GENERAL**
-  Planning Boundary
 -  Publicly accessible open space
 -  Publicly accessible play space
Total: 382m²
 -  Private communal play space
Total: 857m²




Manor Road Richmond

S106 Public Realm Plan

Drawing status	Scale	Drawn
PLANNING	1:500 @ A1	KD
	Date	Checked
	15.12.2023	PC
	Drawing number	Revision
P11559-00-001-103		02

Client
Avalon
54 Queen Anne Street
London, W1G 5JA

GILLESPIES



General notes
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Drawing notes

Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
	1	For Information	30/09/20	HB	JL
	2	Updated for S106	08/12/23	KC	JL

[Handwritten signatures]

 Car-club spaces

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Car-club parking bays**

Scale @ A1 size Date
1:500 July' 20

Drawing N°
MNR-AA-ALL-GF-DR-A-2120

Status & Revision
R2



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 🌐 www.assael.co.uk

SCHEDULE 2
DRAFT PLANNING PERMISSION

GREATER LONDON AUTHORITY

Good Growth

Mr Nick Alston
Avison Young
65 Gresham Street
London
EC2V 7NQ

GLA ref: GLA/4795/03
LB Richmond ref: 19/0510/FUL
Date: ***DRAFT***

Dear Mr Alston,

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

Site: Homebase, 84 Manor Road, Richmond, London, TW9 1YB

GLA reference: GLA/4795/03

LB Richmond reference: 19/0510/FUL

Applicant: Avanton Richmond Developments Limited

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

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

"Demolition of existing buildings and structures and comprehensive phased residential-led redevelopment to provide 453 residential units (of which 173 units will be affordable), flexible retail, community and office uses, provision of car and cycle parking, landscaping, public and private open spaces and all other necessary enabling works."

At: Land including Homebase, 84 Manor Road, Richmond, London, TW9 1YB within the London Borough of Richmond.

Subject to the following planning conditions and informatives:

Conditions

1. Expiration of Planning Permission

The development to which this permission relates shall begin no later than the expiration of 3 years from the date of this planning permission.

REASON: To comply with Section 92 of the Town & Country Planning Act 1990 (As Amended).

2. Approved Drawings and Documents

The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

Demolition plans

Site plan demolition drawing: MNR AA ALL ZZ DR A 1500 R4
Ground floor existing demolition drawing: MNR AA ALL GF DR A 1501 R3
Mezzanine floor existing demolition drawing: MNR AA ALL M1 DR A 1502 R3
Sections existing demolition drawing: MNR AA ALL ZZ DR A 1503 R3
Elevations existing demolition drawing: MNR AA ALL ZZ DR A 1504 R3

Proposed drawings

General arrangement plans

Basement plan -MNR AA ALL B1 DR A 1999 R23
Ground floor plan - MNR AA ALL GF DR A 2000 R40
First floor plan -MNR AA ALL 01 DR A 2001 R33
Second floor plan -MNR AA ALL 02 DR A 2002 R29
Third floor plan -MNR AA ALL 03 DR A 2003 R28
Fourth floor plan -MNR AA ALL 04 DR A 2004 R29
Fifth floor plan -MNR AA ALL 05 DR A 2005 R28
Sixth floor plan -MNR AA ALL 06 DR A 2006 R28
Seventh floor plan -MNR AA ALL 07 DR A 2007 R27
Eighth floor plan -MNR AA ALL 08 DR A 2008 R26
Ninth floor plan - MNR AA ALL 09 DR A 2009 R26
Tenth floor plan -MNR AA ALL 10 DR A 2010 R16
Roof plan - MNR AA ALL 11 DR A 2011 R32
Phases 1-4 Phasing plan -MNR-AA-ALL-GF-DR-A-2101 R9
Affordable housing plan -MNR-AA-ALL-10-DR-A-2110 R7

Block A

Core A – Ground floor plan - MNR AA BA1 01 DR A 2100 R26
Core A – First floor plan - MNR AA BA1 01 DR A 2101 R20
Core A – Second floor plan - MNR AA BA1 02 DR A 2102 R19
Core A – Third floor plan - MNR AA BA1 03 DR A 2103 R19
Core A – Fourth floor plan - MNR AA BA1 04 DR A 2104 R20
Core A – Fifth floor plan - MNR AA BA1 05 DR A 2105 R19
Core A – Sixth floor plan - MNR AA BA1 06 DR A 2106 R19
Core A – Seventh floor plan - MNR AA BA1 07 DR A 2107 R19
Core A – Roof plan - MNR AA BA1 08 DR A 2108 R19
Cores B, C, D – Basement plan - MNR AA BA2 B DR A 2199 R19
Cores B, C, D – Ground floor plan - MNR AA BA2 GF DR A 2200 R26
Cores B, C, D – First floor plan - MNR AA BA2 01 DR A 2201 R21
Cores B, C, D – Second floor plan - MNR AA BA2 02 DR A 2202 R20
Cores B, C, D – Third floor plan - MNR AA BA2 03 DR A 2203 R20
Cores B, C, D – Fourth floor plan - MNR AA BA2 04 DR A 2204 R19
Cores B, C, D – Fifth floor plan - MNR AA BA2 05 DR A 2205 R19
Cores B, C, D – Sixth floor plan - MNR AA BA2 06 DR A 2206 R19
Cores B, C, D – Seventh floor plan - MNR AA BA2 07 DR A 2207 R19
Cores B, C, D – Eighth floor plan - MNR AA BA2 08 DR A 2208 R18

Block B

Core A – Ground floor plan - MNR AA BB1 GF DR A 2300 R25
Core A – First floor plan - MNR AA BB1 01 DR A 2301 R23
Core A – Second floor plan - MNR AA BB1 02 DR A 2302 R20
Core A – Third floor plan - MNR AA BB1 03 DR A 2303 R20
Core A – Fourth floor plan - MNR AA BB1 04 DR A 2304 R20
Core A – Fifth floor plan - MNR AA BB1 05 DR A 2305 R20
Core A – Sixth floor plan -MNR AA BB1 06 DR A 2306 R20
Core A – Seventh floor plan - MNR AA BB1 07 DR A 2307 R20
Core A – Eighth floor plan - MNR AA BB1 08 DR A 2308 R20
Core A – Ninth floor plan - MNR AA BB1 09 DR A 2309 R20
Core A – Tenth floor plan - MNR AA BB1 10 DR A 2310 R20
Core A – Roof plan - MNR AA BB1 11 DR A 2311 R12

Block C

Cores A & B – Ground floor plan - MNR AA BC1 GF DR A 2400 R29
Cores A & B – First floor plan - MNR AA BC1 01 DR A 2401 R25
Cores A & B – Second floor plan - MNR AA BC1 02 DR A 2402 R22
Cores A & B – Third floor plan - MNR AA BC1 03 DR A 2403 R22
Cores A & B – Fourth floor plan - MNR AA BC1 04 DR A 2404 R22
Cores A & B – Fifth floor plan - MNR AA BC1 05 DR A 2405 R22
Cores A & B – Sixth floor plan - MNR AA BC1 06 DR A 2406 R22
Cores A & B – Seventh floor plan - MNR AA BC1 07 DR A 2407 R22
Cores A & B – Eighth floor plan - MNR AA BC1 08 DR A 2408 R22
Cores A & B – Ninth floor plan - MNR AA BC1 09 DR A 2409 R14
Cores A & B – Roof plan -MNR AA BC1 10 DR A 2410 R13

Block D

Cores A & B – Ground floor plan - MNR AA BD1 GF DR A 2500 R26
Cores A & B – First floor plan - MNR AA BD1 01 DR A 2501 R22
Cores A & B – Second floor plan - MNR AA BD1 02 DR A 2502 R21
Cores A & B – Third floor plan - MNR AA BD1 03 DR A 2503 R21
Cores A & B – Fourth floor plan - MNR AA BD1 04 DR A 2504 R20
Cores A & B – Fifth floor plan - MNR AA BD1 05 DR A 2505 R20
Cores A & B – Sixth floor plan - MNR AA BD1 06 DR A 2506 R20
Cores A & B – Seventh floor plan - MNR AA BD1 07 DR A 2507 R19
Cores A & B – Roof plan - MNR AA BD1 08 DR A 2508 R18

Elevations and sections

Proposed site sections - MNR AA ALL ZZ DR A 3000 R10
Elevation AA – Manor Road - MNR AA ALL ZZ DR A 4000 R8
Block A elevations - MNR AA BLA ZZ DR A 4100 R14
Block A elevations - MNR AA BLA ZZ DR A 4101 R14
Block A elevations - MNR AA BLA ZZ DR A 4102 R15
Block A elevations - MNR AA BLA ZZ DR A 4103 R14
Block A elevations - MNR AA BLA ZZ DR A 4104 R14
Block A elevations - MNR AA BLA ZZ DR A 4105 R13
Block A elevations - MNR AA BLA ZZ DR A 4106 R12
Block A elevations - MNR AA BLA ZZ DR A 4107 R12
Block B elevations - MNR AA BLB ZZ DR A 4200 R12
Block B elevations - MNR AA BLB ZZ DR A 4201 R12
Block B elevations - MNR AA BLB ZZ DR A 4202 R12

Block B elevations - MNR AA BLB ZZ DR A 4203 R12
Block C elevations - MNR AA BLC ZZ DR A 4300 R15
Block C elevations - MNR AA BLC ZZ DR A 4301 R14
Block C elevations - MNR AA BLC ZZ DR A 4302 R15
Block C elevations - MNR AA BLC ZZ DR A 4303 R15
Block C elevations - MNR AA BLC ZZ DR A 4304 R13
Block C elevations - MNR AA BLC ZZ DR A 4305 R14
Block D elevations - MNR AA BLD ZZ DR A 4400 R12
Block D elevations - MNR AA BLD ZZ DR A 4401 R12
Block D elevations - MNR AA BLD ZZ DR A 4402 R11
Block D elevations - MNR AA BLD ZZ DR A 4403 R11
Block D elevations - MNR AA BLD ZZ DR A 4404 R11
Block D elevations - MNR AA BLD ZZ DR A 4405 R10

Landscape drawings

Landscape general arrangement - P11559-00-001-100-19
Landscape roof plan - P11559-00-001-101-09
Typical tree pit details -P11559-00-001-400-02

Supporting documents

Design and Access Statement (February 2019)
Heritage Statement (February 2019)
Townscape and Visual Impact Appraisal (February 2019)
Townscape and Visual Impact Appraisal Addendum V2 (May 2019)
Arboricultural Appraisal and Implications Assessment (December 2022)
Health Impact Assessment (May 2019)
Area Schedule: MNR AA ALL ZZ SC A 7010 P18
Revised Geoenvironmental & Geotechnical Preliminary Risk Assessment R1.6 (July 2020)
Design and Access Statement Architectural Addendum A3004 (July 2020)
Design and Access Statement Architectural Addendum (November 2021)
Design and Access Statement Architectural Addendum (September 2023)
Design and Access Statement Landscaping Addendum 02 (July 2020)
Design and Access Statement Landscaping Addendum 03 (July 2020)
Design and Access Statement Landscaping Addendum 04 (September 2023)
Updated Flood Risk Assessment (March 2023)
Addendum Flood Risk Assessment (August 2023)
Drainage Strategy (June 2023)
Flood Evacuation and Management Plan (March 2023)
Sequential Test (November 2022)
Hydrological and Hydraulic Modelling Report (March 2023)
Basement Screening and Impact Assessment (February 2023)
LLFA Technical Note 1: Model Review and Response to LLFA (July 2023)
Addendum Arboricultural Report ha/an2/mr/2020 (December 2022)
Revised Circular Economy Statement (May 2023)
Revised Construction Environmental Management Plan (February 2023)
Health Impact Assessment Addendum (July 2020)
Health Impact Assessment Addendum (May 2023)
Heritage Statement Addendum (July 2020)
Revised Daylight Sunlight Report v2 (July 2020)
Internal Daylight and Sunlight Report (BRE Guidance 2022) (April 2023)
Daylight Sunlight Addendum Letter (September 2023)
Planning Statement Addendum (July 2020)
Planning Statement Addendum (November 2021)
Planning Statement Addendum (September 2023)

Revised Air Quality Assessment Rev 01 (July 2020)
Air Quality Assessment Addendum (February 2023)
Revised Commercial Travel Plan 11205-005-06 (November 2021)
Revised Energy Strategy (May 2023)
Revised Fire Safety Statement (May 2023)
Revised Lighting Design Strategy Rev 12 (July 2020)
Revised Noise Vibration Impact Assessment Rev 09 (May 2023)
Revised Residential Travel Plan 11205-004-06 (November 2021)
Revised Servicing and Delivery Management Plan 11205-003-08 (July 2020)
Revised Sustainability Strategy (May 2023)
Revised Transport Assessment 11566/001/03 (July 2020)
Transport Assessment Addendum (April 2021)
Transport Assessment Addendum (November 2021)
Transport Assessment Addendum (August 2023)
Revised Utilities Statement Rev P7 (July 2020)
Revised Waste Management Strategy Addendum Issue 3.0 (July 2020)
Revised Waste Management Strategy Addendum (November 2021)
Revised Waste Management Strategy Addendum (August 2023)
Revised Wind Microclimate Assessment Rev E (July 2020)
Townscape and Visual Impact Appraisal Addendum 03 (July 2020)
Townscape and Visual Impact Appraisal Addendum 04 (September 2023)
Revised Whole Life Carbon Assessment (May 2023)
Digital Connectivity Note (November 2021)
Ecological Impact Assessment (including Biodiversity Net Gain Assessment) (May 2023)

REASON: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed.

3. Development Phasing

The development shall not be implemented other than in accordance with the phasing plans as outlined in drawings Phase 0 Phasing plan MNR-AA-ALL-GF-DR-A-2100-R6. In response to the phasing of the development and the outcome that the development will be partially implemented and occupied whilst construction still takes place elsewhere on the site, if temporary measures are required on the following matters (which are dealt with via other conditions contained on this decision notice), these must be submitted to and approved in writing as part of that relevant condition prior to the commencement of that phase of development. The development shall not be implemented or occupied other than in accordance with the approved details:

- a. Biodiversity
- b. Car parking and disabled car parking
- c. Electric vehicle charging points
- d. Cycling parking
- e. Delivery and servicing plan
- f. Fire Strategy
- g. Hard and Soft landscaping – including tree planting and pedestrian, cycle and vehicle access
- h. Playspace
- i. Refuse and recycling
- j. Waste management plan

REASON: To accord with the terms of the application and to ensure the appropriate delivery of the affordable housing hereby approved and a satisfactory form of development.

4. Approval of Materials and details

No above ground works shall take place in any phase of the development until details and materials to be used in that phase have been submitted to and approved in writing by the Local Planning Authority. This detail shall include the following:

- a. Samples of bricks, mortar and pointing, joints and cladding and any other external elevational treatment, (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) and the samples shall be retained on site until the details are approved.
- b. External windows, communal entrances, duplex entrances, doors, screen, louvres and balustrading (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority) The details shall, where necessary, reflect any mitigation measures necessary to ensure acceptable wind and microclimate conditions);
- c. Cross section through façade and typical bay showing depth of window reveals, frames, cills, headers, colonnades and soffits (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority).
- d. Shop fronts, entrances and openings (annotated plans / sections at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) showing window reveals, frames, fascias, cills and headers)
- e. Surface materials for car parking areas, pedestrian and cycle routes, accesses, shared space and associated circulation spaces;
- f. Rooftop plant and boundary treatment
- g. Gates, railing and other forms of enclosure
- h. Details of how the materials will integrate with other phases of development. Such details must demonstrate compatibility with the approved drawings. Thereafter the development shall not be constructed other than in accordance with the approved materials.

REASON: To ensure a satisfactory standard of external appearance, in accordance with Richmond Local Plan Policy LP1 and London Plan Policies D3, D4, D5, D8 and D9.

5. Air Quality

Prior to the commencement of each phase of development, an Air Quality Positive Statement (AQPS) shall be submitted to and approved in writing by the Local Planning Authority. The AQPS shall set out measures that can be implemented across the phase that improve local air quality as part of an air quality positive approach, in line with the latest GLA Air Quality Positive Guidance. The measures set out with the AQPS for each phase shall be implemented in accordance with the details so approved, and thereafter retained, unless otherwise agreed in writing by the local planning authority.

REASON: To protect and improve local air quality. This condition is required to be pre commencement to ensure that these matters are considered at an early stage of the construction design process.

6. Biodiversity

Prior to the occupation of each phase of development hereby permitted, a Habitat and Ecological Management Plan (covering a period of at least five years) for that phase of development shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall include:

- a) No Net Loss and Net Gain calculations, which shall be in accordance with BS42020:2013
- b) The recommendations and wildlife enhancements as per the Tyler Grange

Preliminary Ecological Appraisal and Preliminary Bat Roost Assessment (pages 18 - 19 of the report dated 13th February 2019)

- c) Details of the enhancements (where relevant) to include specifications, location, positions, aspect, height etc
- d) Details of any further surveys as per page 19 of the Tyler Grange Preliminary Ecological Appraisal
- e) Timetable for implementation
- f) Details of the long-term ecological objectives, maintenance schedules, management and monitoring
- g) How the Habitat Management Plan integrates with other phases of development within the site.
- h) The Net loss and gain calculations need to be supported with a management plan for 30 years.

The development shall not be occupied until the approved scheme for the relevant phase is implemented in full and shall thereafter be retained.

REASON: To preserve the ecological value of the site hereby approved

7. BREEAM (non-residential uses) – Excellent

1. Prior to the commencement of the commercial units, a Design Stage Assessment (under BREEAM or such national measure of sustainability for design that replaces that scheme) shall be carried out and a copy of the summary score sheet and interim BREEAM Certificate submitted to and approved in writing by the Local Planning Authority. The assessment shall include measures to be undertaken to achieve a rating of BREEAM Excellent.

2. Within 3 months of first occupation of the relevant building, a copy of the summary score sheet and Post-Construction Review Certificate (under BREEAM) shall be submitted to, and approved in writing by, the Local Planning Authority, verifying that BREEAM 'Excellent' has been achieved. This assessment will be produced post-occupancy, to allow time for collation of accurate evidence, and for the 2-month review and comment period by the BRE.

REASON: In the interests of addressing climate change, secure sustainable development, and comply with Richmond Local Plan Policy LP22 and London Plan Policy SI 2.

8. Car Parking Management Plan

Prior to the first occupation of the development, a site wide Car Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority, and must include at least the following details:

- i. The proposed allocation of and management arrangements for the Blue Badge parking spaces (including the location of the additional 7% of disabled persons parking and how it will be monitored whilst ensuring that other requirements of the application and conditions are still met i.e biodiversity, landscaping)
- ii. The provision of Electric Vehicle Charging Points (EVCP) in accordance with adopted London Plan Guidance;
- iii. The management arrangements, safety and security measures to be incorporated within the development to ensure the safety of car parking areas; and
- iv. Implementation strategy to reflect the phased construction programme.

The car and cycle parking shall be provided and managed in accordance with the approved strategy for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

REASON: Car parking management must be identified to ensure that it is appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the

internal roads and adjoining highway in accordance with London Plan Policy T6.

9. Disabled Parking Spaces

Prior to occupation of each phase of the development hereby approved, all of the relevant disabled parking spaces (as indicated on Drawing No. P11559-00-001-100-19) within the relevant phase shall be provided and be clearly marked as disabled bays (at all times) and shall not be used for any purposes other than disabled parking bays.

REASON: To ensure inclusive access, that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

10. Electric Vehicle Charging Points

No above ground works shall take place until a scheme for EVC infrastructure, in accordance with London Plan Standards has been submitted to and approved in writing by the Local Planning Authority (in consultation with TFL). The scheme shall include a programme for implementation. Prior to the occupation of each phase of the development hereby approved, the approved EVC infrastructure within that phase shall be fully installed, be ready for use, and be thereafter retained.

REASON: To encourage the use of ultra-low emission vehicles.

11. PV Panels

Prior to the occupation of each phase of the development hereby approved, a scheme (and accompanying statement) demonstrating the maximum reasonable use of PV including details of the siting, design, gradient and number of PV panels to be installed within that phase and implementation programme shall be submitted to and approved in writing by the Local Planning Authority and implemented as approved and thereafter maintained. The PV panels shall achieve a minimum threshold of 60 kWp.

REASON: To minimise future carbon dioxide emissions, mitigate climate change, and to comply with London Plan Policy SI 2.

12. Carbon Emissions Reduction (residential)

The residential development shall achieve one hundred per cent (100%) reduction in regulated building carbon dioxide emissions over Part L 2013 of the building regulations and achieve no less than sixty-nine per cent (69%) reduction in building carbon dioxide emissions over a 2021 Building Regulations compliant development from on-site measures, in line with the submitted Revised Energy Strategy (May 2023). Prior to first occupation of the relevant phase of the development hereby approved the developer shall submit evidence that the minimum 69% reduction over 2021 Building Regulations has been achieved from on-site measures.

REASON: To minimise future carbon dioxide emissions, mitigate climate change, and to comply with London Plan Policy SI 2.

13. Environmental Management Plan

1. Site clearance, demolition and excavation works shall not take place until a Demolition Environmental Management Plan for those relevant works has been submitted to and approved in writing by the Local Planning Authority.
2. No construction shall take place until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority.
3. The Environmental Management Plan/s (referred to in parts 1 and 2 above) shall address, but is not limited to, the following matters:
 - a. demolition and construction related noise, pollution, vibration, lighting, traffic, waste management
 - b. measures that will be put in place to prevent idling of all construction and operative vehicles both within and outside the site,
 - c. pre-commencement checks/surveys for bats and other protected species and notable species, with subsequent mitigations as deemed appropriate
 - d. further protected and notable species checks/surveys should demolition and/or construction works not take place until after the second anniversary of the date of approval of surveys submitted pursuant to c)
 - e. appropriate working practices and safeguards for other wildlife, flora and fauna that are to be employed whilst works take place on site
 - f. measures to ensure adequate drainage and control surface water runoff from the Site
 - g. monitoring and audit processes

The management plans (with reference to parts 1 and 2 above) shall be drafted in accordance with the GLA's Supplementary Planning. Guidance 'Control of Dust and Emissions during Demolition and Construction'. The development shall not be implemented other than in accordance with the approved details for the duration of the demolition, site clearance, excavation or construction process (as relevant). The management plans shall be periodically reviewed following environmental audits of its implementation. Results of these audits will be made available to the Council upon request.

REASON: In the interests of ecology and biodiversity together with the amenity of the area

14. Logistics Plan

1. No site clearance, demolition and excavation works shall take place until a Demolition Logistics Plan for the relevant works has been submitted to and approved in writing by the Local Planning Authority.
2. No construction works shall take place until a Construction Logistics Plan has been submitted to and approved in writing by the Local Planning Authority.
3. The Logistic Plan/s (referred to in parts 1 and 2 above) shall demonstrate compliance with the guidance found in the Construction Logistics Plan for developers produced by Transport for London and include:
 - a) The size, number, routing and manoeuvring tracking of construction vehicles to and from the site, and holding areas for these on/off site;
 - b) Site layout plan showing manoeuvring tracks for vehicles accessing the site to allow these to turn and exit in forward gear;
 - c) Details and location of parking for site operatives and visitor vehicles (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);

- d) Details of pre-condition highway and footway surveys;
- e) Details and location where plant and materials will be loaded and unloaded;
- f) Details and location where plant and materials used in constructing the development will be stored, and the location of skips on the highway if required;
- g) Details of any necessary suspension of pavement, roadspace, bus stops and/or parking bays;
- h) Details where security hoardings (including decorative displays and facilities for public viewing) will be installed, and the maintenance of such;
- i) Details of any wheel washing facilities;
- j) Details of a scheme for recycling/disposing of waste resulting from demolition and construction works (including excavation, location and emptying of skips);
- k) Working and delivery hours;
- l) Details of any highway licenses and traffic orders that may be required (such as for licences for any structures / materials on the highway or pavement; or suspensions to allow the routing of construction vehicles to the site);
- m) Details of the phasing programming and timing of works;
- n) Where applicable, the Construction Management Statement should be written in conjunction with the Arboricultural Method Statement, and in accordance with British Standard 5837:2012 'Trees in relation to design, demolition and construction - recommendations', in particular section 5.5, 6.1, 6.2, 6.3 and 7;
- o) A construction programme including a 24 hour emergency contact number;
- p) Communication strategy, including the formation of a Community Liaison Group, for residents during demolition and construction;
- q) Membership of the Considerate Constructors Scheme;
- r) Coordination with other CMS / Logistic Plans that may be in operation within the Site;
- s) Cumulative impact of this CMS / Logistic Plans with other CMS / Logistic Plans that may be in operation on the Site.
- t) Restriction on construction vehicles during peak hours and between 08:00- 09:30 and 3-4.30pm during term time.
- u) System to manage movement of construction vehicles
- v) Prohibition of bon-fires
- w) No diesel generators and plug power to existing buildings / zero emission compliant generators
- x) Travel Plan for construction workers

The relevant phase of development shall not be implemented other than in accordance with the approved details through the demolition / construction period.

REASON: In the interests of highway and pedestrian safety together with the amenity of the area.

15. Noise and Vibration Method Statement

1. Prior to commencement of development, a Noise and Vibration Demolition Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

2. No construction works shall take place until a Noise and Vibration Construction Method Statement (NVCMS) has been submitted to and approved in writing by the Local Planning Authority.

3. The Method Statement/s (referred to in parts 1 and 2 above) shall include control measures for noise, vibration including working hours. The Method Statements shall follow the Best Practice detailed within BS 5228:2009+A1:2014 Code of Practice for Noise and Vibration Control on construction and open sites and BS 6187:2011 Code of practice for full and partial demolition. Further guidance can be obtained from the commercial environmental health

department. The NVCMS should include an acoustic report undertaken by a suitably qualified and experienced consultant and include all the information below;

- i. Baseline noise assessment - undertaken for a least 24-hours under representative conditions to determine the pre-existing ambient noise environment.
- ii. Noise predictions and the significance of noise effects - Predictions should be included for each phase of the demolition, and construction, vehicle movements and an assessment of the significance of noise effects must be included based on the guidance in BS 5228:2009+A1:2014 Annex E
- iii. Piling - Where piling forms part of the construction process, a low noise and vibration method must be utilised wherever possible, and good practice guidelines should be followed e.g. BS 5228:2009+A1:2014.
- iv. Vibration Predictions and the significance of vibration effects - Predictions should be included for each phase of demolition, and construction, and an assessment of the significance of vibration effects must be included e.g. as per BS 5228:2009+A1:2014.
- v. Noise and vibration monitoring - Permanent real time web enabled, and/or periodic noise and vibration monitoring must be undertaken for the duration of the demolition and construction phases which may result in a significant impact. The location, number of monitoring stations and the measurement data must be agreed with the Local Planning Authority prior to the start of construction.
- vi. Community engagement - The steps that will be taken to notify and update residents and businesses that may be affected by the construction of the proposed development.
- vii. The Statement, where relevant, shall demonstrate how it coordinates with other NVCMS that may be in operation within the site.
- viii. Cumulative impacts arising from works taking place within the Site

The development shall not be implemented other than in accordance with the approved scheme(s).

REASON: In order to safeguard the amenities of neighbouring residents

16. Dust Management Plan

1. Prior to commencement of development a Demolition Dust Management Plan for the relevant works shall be submitted to and approved in writing by the Local Planning Authority.
2. No construction works shall take place until a Construction Dust Management Plan has been submitted to and approved in writing by the Local Planning Authority.
3. The Dust Management Plan (referred to in parts 1 and 2 above) shall include:
 - a. Demonstrate compliance with the guidance found in the control of dust and emissions from construction and demolition Best Practice produced by the Greater London Authority (GLA)http://static.london.gov.uk/mayor/environment/air_quality/docs/construction-dust-pg.pdf
 - b. A risk assessment of dust generation for each phase of the demolition and construction. The assessment and identified controls must include the principles of prevention, suppression and containment and follow the format detailed in the guidance above. The outcome of the assessment must be fully implemented for the duration of the construction and demolition phase of the proposed development and include dust monitoring where appropriate.
 - c. where the outcome of the risk assessment indicates that monitoring is necessary, a monitoring protocol including information on monitoring locations, frequency of data collection and how the data will be reported to the Local Planning Authority;

- d. details of dust generating operations and the subsequent management and mitigation of dust demonstrating full best practicable means compliance and covering construction activities, materials storage, on and off-site haul routes, operational control, demolition, and exhaust emissions; and
- e. where a breach of the dust trigger level may occur a response procedure should be detailed including measures to prevent repeat incidence
- f. The Plan, where relevant, shall demonstrate how it coordinates with other Dust Management Plans that may be in operation within the Site and the cumulative impact of other works on the site.

The development shall not be implemented other than in accordance with the approved scheme(s).

REASON: In order to safeguard the amenities of neighbouring residents

17. Cooking Restriction

Prior to the installation of any extraction system, full details shall be submitted to and agreed in writing with the local planning authority. The submission shall include, where applicable, details of:

- a. Full details, with calculations, of the proposed extraction system and its design and siting
- b. Compliance with the risk assessment approach outlined within the Council's SPG Planning Guidance for Food and Drink Establishments. The odour abatement measures installed must correspond to the outcome of the risk assessment. Low level stack discharge will generally not be acceptable, the preferred termination height is 1m above roof ridge or roof eaves. Further guidance is available from EMAQ: Control of Odour and Noise from Commercial Kitchen Exhaust Systems 2018
- c. The extract fan, silencers, anti-vibration mounts, high velocity cowl, filters, odour abatement and any other items of plant;
- d. The velocity of the air at final discharge and duct termination height and location;
- e. The retention time of gases in the carbon filters (where applicable);
- f. A maintenance schedule and details how maintenance will be recorded, so this can be requested by the Local Planning Authority at any time

The approved extraction system shall be installed on site in accordance with the approved details and prior to any primary cooking taking place within one of the flexible commercial units. The extraction system shall thereafter be retained and maintained as approved until the primary cooking ceases. Any variations thereafter shall be submitted to and agreed in writing by the local planning authority prior to any amendments.

REASON: To safeguard the amenities of neighbours and future occupiers.

18. Cycle Parking

1. The total minimum quantum of cycle parking across the development shall not be less than 849 cycle parking spaces: 817 to serve the residential component (805 long stay and 12 short stay) and 31 to serve the commercial component (7 long stay and 25 short stay).

2. A minimum of 5% of long stay cycle spaces and their accesses are to be designed to be of a sufficient size to accommodate adapted cycles, cargo and other types of larger cycles.

3. Prior to the commencement of any works above ground of the relevant phase of development hereby approved, a Cycle Parking Management Plan (CPMP) shall be submitted to and approved in writing by the local planning authority. The CPMP should include details of the allocation of cycle spaces between the market and affordable housing units and other land

uses; details on how these cycle spaces and access to cycle stores will be managed and enforced; details (including plans) of the location, design, materials and finishes of cycle stands/storage; details of shower, changing area and locker facilities provision and, details on CCTV and lighting for the cycle storage area and Implementation Programme for each phase of development.

4. The relevant phase of the development shall not be occupied until the cycle parking spaces for that relevant phase have been installed and ready for use in accordance with the approved details and the approved CPMP has been implemented in full. Such spaces shall be retained thereafter for this use only by occupiers and visitors to this part of the development only and solely in accordance with the approved CPMP.

REASON: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with London Plan Policy 6.9.

19. Delivery and Servicing Plan

Prior to the first occupation of any commercial or residential unit, a Site Wide Delivery and Servicing Plan (DSP) and any temporary Delivery and Servicing plan to cater for the phasing of the development and time when construction activity remains on site post first occupation, shall be submitted to and approved in writing by the local planning authority in consultation with Transport for London . The DSP should provide details of the expected type and expected frequency of service vehicles including waste removal for all uses, the hours within which they would arrive and depart, the intended locations for loading and unloading of vehicles, associated waiting and turning areas and access routes showing clear vehicle sweep paths based on up to date information in relation to overall vehicle movements associated with the development; and the integration between any temporary DSP that may be in operation on site and the Site Wide DSP. The relevant phase of development shall not be occupied other than in accordance with the approved details.

REASON: To ensure that vehicle movements associated with the use hereby permitted remains consistent and that the use shall not represent any unacceptable level, type, location or timing of vehicle movements such that the safety of pedestrians and cyclists and the efficiency of bus operations shall be unduly prejudiced, nor that residential amenity will be unduly affected and nor that the operation of adjacent highways is unduly affected.

20. Drainage Strategy

1. No development shall take place until a drainage strategy detailing any drainage works (and the timing for implementation) has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall take place into the public system until the drainage works referred to in the strategy have been implemented in full as approved and retained thereafter.

2. The development hereby approved shall not be occupied until written confirmation has been submitted to and approved in writing by the Local Planning Authority confirming either:-

- i. all water network upgrades required to accommodate the additional flows from the development have been completed; or
- ii. a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.
- iii. drainage hierarchy has been followed
- iv. Greenfield run off rates are achieved
- v. Attenuation volume

vi. Sustainable drainage proforma

REASON: In the interest of sustainable construction, to avoid excessive surface water runoff and to ensure that the surface water drainage system does not pollute the ground water below the site and to ensure that sufficient capacity is available to accommodate the additional demand anticipated from the new development.

21. Fire Evacuation Lifts

Prior to commencement of works on the superstructure of each phase, details and drawings shall be submitted to and approved in writing by the Local Planning Authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments) is provided with a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building. The development shall be implemented in accordance with the approved details and maintained as such in perpetuity.

REASON: In the interests of fire safety.

22. Fire Strategy

Prior to the commencement of above ground works, a Fire Strategy Statement shall be submitted to and approved in writing by the Local Planning Authority including details of access for fire appliances and necessary turning circles. If a temporary Fire Strategy is required to cater for the phasing of development and construction management plan, details of such shall be provided within this Statement. This shall include details of the necessary strategy for each phase of the development and the site wide strategy. The development shall not be implemented or occupied other than in accordance with the approved details.

REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the London Plan Policies D5 and D12.

23. Green/Brown Roofs

Prior to their installation, detailed proposals for accommodating green/brown roofs (as indicated on P11559-00-001-101 Rev 09) as part of the design and layout of the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include:

- i. design/product specifications (including species mix which should be wildflower meadows with brown features and a maximum of 20% sedums)
- ii. depth of substrate
- iii. type of membrane
- iv. how levels of light, moisture, aeration and nutrients will be achieved
- v. fire safety measures
- vi. the proposed implementation timescale and arrangements for on-going maintenance (including access).
- vii. details of how the green / brown roof is to be integrated with PV
- viii. Timetable for implementation

In areas where a green roof is not proposed, the submitted documentary evidence should demonstrate why this would not be feasible or viable having regard to existing site constraints. Each phase of development shall be carried out in accordance with the approved details prior to the first occupation of that phase. The green/brown roofs shall thereafter be retained in accordance with the approved details.

REASON: To protect, enhance and create habitats for biodiversity.

24. Groundwater – Piling and Penetrative Methods

- a) No material start shall take place on the development hereby approved until written notice of the intention to commence work has been sent to the Development Control department of the Council. Such notice shall be sent to that department not less than 21 days prior to a material start on the development and shall give details of the intended method of constructing the foundations, including method and equipment for piling, if applicable. (See informative Details of piling-EHO consultation which gives advice on foundation construction that minimises nuisance to neighbours).
- b) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent from the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated by a piling risk assessment that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

REASON: To ensure that the development does not contribute to, or is put at unacceptable risk from, or adversely affected by unacceptable levels of water pollution caused by mobile contaminants and to ensure that the local planning authority has sufficient notice of the commencement of work and the methods of foundation construction to enable measures to be taken, if appropriate, to protect the amenities of neighbouring occupiers.

25. Environment Agency Contamination Condition 1

Development shall not commence until a strategy to deal with the potential risks associated with any contamination of the site has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

1. A desk study detailing the history of the site, hazardous materials, substances used together with details of a site investigation strategy based on the information revealed in the desk study has been submitted to and approved in writing by the local planning authority
2. A preliminary risk assessment which has identified:
 - a. All previous uses;
 - b. Potential contaminants associated with those uses;
 - c. A conceptual model of the site indicating sources, pathways and receptors; and
 - d. Potentially unacceptable risks arising from contamination at the site.
3. A site investigation scheme, based on (1 and 2) to provide information for a detailed risk assessment of the risk to all receptors that may be affected, including those off site. This shall also include: sampling of soil, soil vapour, ground gas, surface water and groundwater to the satisfaction of the local planning authority. Such work to be carried out by suitably qualified and accredited geo-environmental consultants in accordance with the current U.K. requirements for sampling and testing.
4. Written reports detailing the results of the site investigation and the detailed risk assessment referred to in (1-3) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken to mitigate the risk posed by the identified contamination to sensitive receptors have been submitted to and approved in writing by the local planning authority. Note: some demolition work, if required, could be allowed beforehand for enabling the above requirement (1b), subject to the agreement of the Local Planning Authority.
5. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying the requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the written consent of the local planning authority. The scheme

shall be implemented as approved.

REASON: to ensure that the development does not contribute or is not put at an unacceptable levels of water pollution, in line with paragraph 170 of the National Planning Policy Framework.

26. Environment Agency Contamination Condition 2

Prior to occupation, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the Local Planning Authority. The report shall include details of the remediation works carried out, results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met and all waste management documentation showing the classification of waste, its treatment, movement and disposal in order to demonstrate compliance with the approved remediation strategy.

REASON: To ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and the remediation of the site is complete, in line with paragraph 170 of the National Planning Policy Framework.

27. Environment Agency Contamination Condition 3

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The remediation strategy shall be implemented as approved.

REASON: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site, in line with paragraph 170 of the National Planning Policy Framework.

28. Environment Agency Contamination Condition 4

No infiltration of surface water drainage into the ground is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

REASON: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line with paragraph 170 of the National Planning Policy Framework.

29. Invasive Species

If prior to or during the course of the relevant phase any Japanese Knotweed or other non-native invasive species are found to be present, then no further development shall take place until a detailed method statement for removing or the long-term management/control of the Japanese Knotweed and/or other non-native invasive species has been submitted to and approved in writing by the local planning authority. The method statement shall include measures that will be used to remove and / or prevent the spread of Japanese Knotweed and any other non-native invasive species during any operations, e.g. mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant listed under the Wildlife and Countryside Act 1981,

as amended. The development shall be carried out in accordance with the approved method statement if one is required.

REASON: To prevent the spread and further ingress of Japanese Knotweed and any other invasive non-native species in order to conserve and enhance the natural and local environment by minimising impacts on biodiversity and providing net gains in biodiversity both within the development site and on adjacent site.

30. Hard and Soft Landscaping

Prior to above ground works, full details of both hard and soft landscaping works shall be submitted to and approved in writing by the local planning authority. These details shall include:

- A. proposed finished levels or contours; bollards to the sites frontage; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, etc.); proposed and existing utility services above and below ground (e.g. drainage, power, communications cables, pipelines etc, indicating lines, manholes, supports etc); retained historic landscape features and proposals for restoration, where relevant; a program or timetable of the proposed works.
- B. Where within the Root Protection Area of retained trees hard landscape design, small structure installation and service installation should be formulated in accordance with section 7.4, 7.5 and 7.7 of British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations.
- C. Soft landscape works shall include planting plans, written specifications (including cultivation and other operations associated with plant and grass establishment); the specification is to include details of the quantity, size, species, location, planting methodology, proposed time of planting. The landscape planting must be predominantly native, wildlife friendly species. Any proposed tree planting should be undertaken in accordance with section 5.6 of British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations.
- D. A 10 year management and maintenance plan for all areas of soft and hard landscaping, including, responsibilities, qualifications of those carryout out necessary works, a scheme for recording maintenance, that Local Planning Authority can request at any time.
- E. A public realm strategy demonstrating the scheme complies with the Mayor of London's Public London Charter (dated September 2021) and GLA guidance 'Accessible Landscape – Achieving an inclusive environment' and 'Inclusive Urban Design – Creating Inclusive public spaces'.
- F. A Public Access Strategy detailing those areas open to the public, how those spaces will be managed and to avoid central areas being gated for private use only.

All hard and soft landscape works shall be carried out in accordance with the approved details and no unit shall be occupied, until the hard and soft landscaping works for that specific Phase has been implemented in full.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality, to preserve and enhance nature conservation interests, for visual amenity, inclusive access and to avoid vehicle parking to the site frontage.

31. Lighting

1. Prior to first use of any external lighting within a phase of the development hereby approved, full details of any proposed external lighting (the External Lighting Scheme) for that phase (including details as to how that phase links up with a site wide external lighting strategy) shall

be submitted to and approved in writing by the Local Planning Authority. The External Lighting Scheme shall include details of the appearance and technical details/specifications, lux plans (vertical as well as horizontal), intensity, spectrum of proposed lighting, orientation and measures to reduce spillage on open sky/tree canopies or buildings (including screening of lamps), siting, the means of construction and laying of cabling, the timing of installation and details of the proposed hours of operation. The scheme should be designed to minimise the risk of light spillage beyond the development site boundary and into the sky and to avoid dazzle to nearby transport infrastructure and drivers on nearby roads.

2. Prior to the occupation of any development within a phase, the External Lighting Scheme for that phase shall be fully installed in accordance with the approved details, and shall be retained for so long as the development shall exist. No external lighting shall be installed other than in accordance with the approved details.

REASON: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution to protect/safeguard the amenities of the locality and nature conservation interests.

32. Noise Protection – Residential

1. Prior to occupation of any residential unit hereby approved, an Acoustic Report shall be submitted to and approved in writing by the Local Planning Authority, to include the following details:

- a. Specification details for the building façade, glazing and ventilation elements of the development to demonstrate that they achieve suitable internal ambient noise levels, in line with the requirements of LBRuT and BS8233, as set out in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08. Where acoustically attenuated ventilation is required and there is evidence of adverse air quality impact to occupants, mechanical ventilation will be required. Where whole house ventilation is provided then acoustically treated inlets and outlets should ideally be located away from the façade(s) most exposed to noise (and any local sources of air pollution).
- b. Specification details demonstrating that the design and layout of the development is constructed so as to protect amenity spaces (including gardens, balconies and terraces) against externally generated transportation noise sources including road, rail and aircraft, so as to achieve a target of 50dB(A) LAeq,16 hours with a maximum limit of 55dB(A) LAeq,16hour, where possible and justification provided where the above limits cannot be achieved.

2. Prior to occupation of the development, a commissioning acoustic test and report shall be undertaken and submitted to and approved in writing by the Local Planning Authority in order to demonstrate that internal noise levels achieve those detailed within the Acoustic Report. Where further mitigation is required, details of such shall be submitted to and approved in writing by the Local Planning Authority with the corresponding commissioning acoustic test and report and implemented in full and retained as approved. The development shall not be implemented other than in accordance with the approved scheme, which shall be implemented in full prior to the first occupation of any specific building to which the scheme relates and the first use of any external space. The scheme shall thereafter be retained as approved.

REASON: In order to safeguard the amenities of neighbouring residents.

33. Noise Transmission from Commercial Use to Noise Sensitive Receiver

1. Prior to the occupation of any of the commercial units hereby approved, a Sound Insulation Scheme for the sound insulation of party wall/floor/ceiling between commercial units and any structurally adjoining residential properties, shall be submitted to and approved in writing by

the Local Planning Authority. The sound insulation scheme shall ensure that suitable airborne and impact sound insulation performances, and/or appropriate operational noise limits within the retail units, are provided such that LBRuT's required internal ambient noise levels for dwelling's, as set out in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08, are not exceeded within all residential properties. A high level of airborne and impact sound insulation, often only achievable by complex design methods that structurally isolate the noise generating and noise sensitive premises, will be required in situations such as where music and dancing or gym or health and fitness activities adjoin a residential use. Each case will take into account the specific circumstances of the proposed development, and the examples limits in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08. In such situations, a scheme including the following information should be submitted to and approved by the Local Planning Authority prior to occupation;

- i. Establish the noise and vibration transfer paths from source to noise sensitive receiver
- ii. Establish the potential airborne and impact noise and vibration transfer magnitudes from source to noise sensitive receiver.
- iii. Design sound isolation and insulation treatment such as a floating floor and wall treatment which mitigates and minimises adverse noise and vibration effects and is appropriate for the types of activity being undertake within the proposed development.
- iv. Undertake post completion testing to demonstrate how noise and vibration has been controlled adequately.

2. Prior to the occupation of the commercial units hereby approved, a commissioning test assessment demonstrating compliance with the requirements of part (1) above shall be submitted to and approved by the Local Planning Authority. The assessment should make use of sound insulation tests and proposed operational sound levels within retail units. The sound insulation test shall be carried out in accordance with the methodology described in Annex B of the Building Regulations 2010 Approved Document E- Resistance to the passage of sound. The scheme approved by the Local Planning Authority shall be fully implemented in accordance with the approved details before the commercial use, hereby permitted, commences. No alteration to the party wall / floor / ceiling which undermines the sound insulation integrity shall be undertaken without the grant of further specific consent of the Local Planning Authority.

REASON: In order to safeguard the amenities of neighbouring residents.

34. Building Services Plant Noise Control Condition

Prior to the installation of any building services plant, details of its siting, design and screening shall be submitted and approved in writing by the Local Planning Authority. A commissioning acoustic test and report shall be undertaken within two weeks of mechanical services commissioning, in order to demonstrate the relevant local standards have been met. Where further mitigation is required, the report shall provide details of such and a timetable for implementation. The Report and results of the test shall be submitted to the Local Planning Authority within 28 days of the test. The development shall not be implemented other than in accordance with the approved scheme and retained as approved.

REASON: In order to safeguard the amenities of neighbours and future occupiers of the development.

35. Non-road mobile machinery

All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014

(SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

REASON: To protect the amenity of future occupants and/or neighbours.

36. Playspace

No less than 1237sqm of dedicated on-site play space for 0-11s shall be provided on site in accordance with details previously approved by the Local Planning Authority. Details of the play areas (as indicated on drawing number P11559-00-001-100 Rev 19) shall be submitted to and agreed in writing by the local planning authority prior to the commencement of the relevant phase of the development, demonstrating that the play areas provide genuinely playable space for a range of abilities and ages. Such details to include:

- a. boundary treatment
- b. landscaping
- c. surface treatment
- d. play equipment
- e. how the playspace within that phase integrates with the site wide strategy for playspace

No development with the relevant phase may be occupied until the approved playspace scheme for that relevant phase has been implemented in full and is thereafter maintained as such.

REASON: To ensure compliance with development plan policy which seeks the provision of children's play spaces.

37. Tree Planting Scheme Required.

No above ground works shall take place until a tree planting scheme has been submitted to and approved in writing by the local planning authority. This scheme shall be written in accordance with the British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations (sections 5.6) and BS 8545:2014 Trees: from nursery to independence in the landscape. Recommendations, and include:

- i. Details of the quantity, size, species, and position,
- ii. details of soil volumes
- iii. Planting methodology
- iv. Proposed time of planting (season)
- v. 5 year maintenance and management programme.

If within a period of 5 years from the date of planting that tree or any tree planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the local planning authority seriously damaged) then the tree shall be replaced to reflect the specification of the approved planting scheme in the next available planting season or in accordance with a timetable agreed in writing with the local planning authority.

REASON: To safeguard the appearance of the locality.

38. Refuse and Recycling

Prior to commencement of above ground works hereby approved, full details of refuse and recycling storage shall be submitted to and approved in writing by the local planning authority.

The approved details for each phase shall be implemented in full prior to the first occupation of that phase and retained thereafter.

REASON: To avoid harm to the character and appearance of the streetscape and local area and to ensure adequate provision of refuse and recycling facilities in the interests of amenity for future and neighbouring occupiers.

39. Waste Management Plan

Prior to the occupation of the development hereby approved, a Waste Management Plan for the site (residential and commercial) shall be submitted to and approved in writing by the Local Planning Authority. No refuse or waste material of any description shall be left or stored anywhere on the site other than within a building or refuse enclosure, unless otherwise approved through a site Waste Management Plan. The development shall not be implemented or occupied other than in accordance with the approved scheme.

REASON: To avoid harm to the character and appearance of the streetscape and local area and to ensure adequate provision of refuse and recycling facilities in the interests of amenity for future and neighbouring occupiers.

40. Specification of Balconies

No building within each phase of the development shall commence above ground works unless and until details and specification (including screening) of balconies and communal terraces, at a scale of 1:20 have been submitted to and approved in writing by the local planning authority in relation to the relevant phase. The details shall, where necessary, also be consistent with any mitigation measures necessary to ensure acceptable wind and microclimate conditions). The development shall not be implemented other than in accordance with the approved details, which shall be in situ prior to the first occupation of any unit within that relevant phase, and thereafter retained as approved.

REASON: To ensure a satisfactory standard of external appearance of the development and to ensure the amenity of neighbours is safeguarded.

41. Tree Protection

Prior to the commencement of the relevant phase of development hereby approved (including demolition and all preparatory work), a scheme for the protection of any retained trees, in accordance with BS 5837:2012, including a tree protection plan(s) (TPP) and an arboricultural method statement (AMS) shall be submitted to and approved in writing by the local planning authority. Specific issues to be dealt with in the TPP and AMS:

- a) Location and installation of services/ utilities/ drainage.
- b) Methods of demolition within the root protection area (RPA as defined in BS5837: 2012) of the retained trees.
- c) Details of construction within the RPA or that may impact on the retained trees.
- d) A full specification for the installation of boundary treatment works within the RPA.
- e) A full specification for the construction of roads, parking areas and driveways within root protection areas of retained trees, including details of the no-dig specification and extent of the areas of the roads, parking areas and driveways to be constructed using a no-dig specification. Details shall include relevant sections through them.
- f) Detailed levels and cross-sections to show that the raised levels of surfacing, where the installation of no-dig surfacing within Root Protection Areas is proposed, demonstrating that they can be accommodated where they meet with any adjacent building damp proof courses.

- g) A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing.
- h) Be written in conjunction with the scheme's specific method of construction (where applicable)
- i) A specification for scaffolding and ground protection within tree protection zones.
- j) Tree protection during construction indicated on a TPP including details of construction activities clearly identified as prohibited in this area.
- k) Details of site access, temporary parking, on site welfare facilities, loading, unloading and storage of equipment, materials, fuels and waste as well concrete mixing and use of fires.
- l) Boundary treatments within the RPA.
- m) Methodology and detailed assessment of root pruning.
- n) Arboricultural supervision and inspection by a suitably qualified tree specialist.
- o) Reporting of inspection and supervision to achieve an auditable monitoring.

The development shall not be implemented other than in strict accordance with the approved details.

REASON: Required prior to commencement of development to satisfy the local planning authority that the tree(s) to be retained will not be damaged during demolition or construction and to protect and enhance the appearance and character of the site and locality with best practice and pursuant to section 197 of the Town and Country Planning Act 1990.

42. Urban Greening Factor

Prior to the occupation of each phase of development, documentary evidence shall be submitted to the local planning authority and approved in writing to show the urban greening factor (UGF) achieved for that phase and confirmation that a minimum UGF of 0.36 is on track to be achieved across the site. The last phase of the development shall not be occupied until the measures as set out in that evidence for achieving a minimum urban greening factor of 0.36 have been implemented in full and thereafter retained.

REASON: To accord with the terms of the permission and to improve urban greening in line with London Plan Policy G5.

43. Water Efficiency

The dwelling(s) hereby approved shall not be occupied other than in accordance with the water consumption targets of 105 litres or less per person per day, and 5 litres or less per head per day for external water use.

REASON: In the interests of water efficiency in accordance with the Councils sustainability policies.

44. Commercial Uses

No less than 50% of the commercial floor area hereby approved shall be used other than for E(a) retail / E (b) restaurants as per the Use Classes Order in September 2020. Prior to the occupation of any commercial unit hereby approved, a scheme for the commercial use of that said unit shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented as approved, to include the following details:

- a) Quantum of E(a); E(c); E(b); F2 (c-d) and E(g) floorspace
- b) Floor plans (referencing specific uses)
- c) Operational hours for individual uses/units

The Development shall not be occupied other than in accordance with the approved scheme

and thereafter retained as approved.

REASON: To accord with the terms of the application, safeguard highway and pedestrian safety and protect the amenities of neighbouring residential occupiers.

45. Hours of commercial uses

Any floor space / units to be used for a use falling within Use E(b) and F2 (c- d) as specified in the Use Classes Order on 1 September 2020 shall not be open for customers outside the following hours:-

07.00 to 23.00 on Monday to Saturday, and 7.00 to 22.30 on Sundays, Public and Bank Holidays

REASON: To safeguard the amenities of existing neighbours and future occupiers proposed within this development.

46. Environmental Standards

The development hereby permitted shall not be constructed other than in accordance with the environmental standards, mitigation measures, embedded mitigation measures, requirements, recommendations and methods of implementing the development contained in the Noise Vibration, Lighting Design, Flood Risk and Air Quality reports hereby approved and all supporting documents as listed in condition 'Approved Drawings and Documents', unless and to the extent that such standards, measures, requirements and methods are altered by the express terms of the conditions attached to this planning permission and the approved drawings and supplementary documents submitted pursuant to them.

REASON: To ensure that the development is carried out in accordance with the approved reports and the mitigation measures proposed therein.

47. Advertisements

Notwithstanding the provisions of The Town and Country Planning (Control of Advertisements) (England) Regulations no advertisements shall be displayed without the prior written express consent from the Local Planning Authority.

REASON: To safeguard the visual amenities and public safety the site and area in general.

48. Secured by Design

Prior to the occupation of each phase of development hereby approved, a scheme to demonstrate that the relevant phase of development achieves 'Silver' Secured by Design accreditation shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure a satisfactory form of development.

49. Restriction on use of roof

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no part(s) of the roof of the building(s) hereby approved (other than those areas identified as 'Shared Communal Terraces' on drawing number MNR-AA-ALL-11-DR-A-2011-R32) shall be used as a balcony or terrace nor shall any access be formed thereto.

REASON: To safeguard the amenities of the occupiers of adjoining property.

50. Restriction-Alterations/extension

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no external alterations or extensions shall be carried out under permitted development rights to the residential and commercial buildings hereby approved.

REASON: To safeguard the amenities of the occupiers of adjoining property and the area generally.

51. Telecommunications equipment – removal of pd allowance

Notwithstanding the provision of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order) no telecommunications equipment shall be erected on or attached to the building hereby approved.

REASON: To preserve the character, appearance and setting of the site, listed buildings and conservation area in general and the amenities of nearby residents.

52. Archaeology (Stage 1 WSI)

A. Prior to the commencement of each phase of development hereby permitted a stage 1 written scheme of investigation (WSI) shall be submitted to and approved by the local planning authority in writing. No demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. Written schemes of investigation will need to be prepared and implemented by a suitably qualified, professionally accredited archaeological practice.

B. If heritage assets of archaeological interest are identified by the stage 1 written scheme of investigation (WSI) undertaken prior to each phase of the development, then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved in writing by the local planning authority prior to the commencement of the relevant phase. For land that is included within the stage 2 WSI, no demolition / development / excavation shall take place other than in accordance with the approved stage 2 WSI which shall include:

1. The programme and methodology of site investigation and recording
2. The programme for post investigation assessment
3. Provision to be made for analysis of the site investigation and recording
4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
5. Provision to be made for archive deposition of the analysis and records of the site investigation
6. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation

C. Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice.

REASON: To ensure that there is an opportunity to properly investigate and record information on this site, which is considered to be of high archaeological interest and safeguard the

archaeological heritage of the Borough. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.

53. Unexpected Archaeological Discovery Preservation

Any historic or archaeological features not previously identified which are revealed when carrying out the development hereby permitted shall be retained in-situ and reported to the Local Planning Authority in writing. Works shall be halted in the area affected until provision has been made for the retention and/or recording of the historic or archaeological features identified in accordance with details submitted to and approved in writing by the local planning authority.

REASON: To safeguard the archaeological heritage of the Borough

54. Outside seating

No seating, tables or chairs for the commercial premises shall be permitted within the site unless a scheme for such has been previously submitted to and approved in writing with the Local Planning Authority. The scheme shall include, location, design, hours of use, purpose and management.

REASON: To protect the amenities of nearby residents and for highway and pedestrian safety.

55. Overheating

The development shall not be implemented other than in accordance with the mitigation measures set out in Section 8.2 of the Revised Energy Strategy (May 2023) in relation to minimising overheating and meeting the development's cooling needs. Such measures shall thereafter be retained for the life of the development.

REASON: In the interest of energy efficiency, sustainability and future occupiers of the development.

56. Wind

No units within any relevant phase shall be occupied until the further wind mitigation measures for that relevant phase, as outlined in Section 4 and Conclusions and Recommendations of the Revised Wind Microclimate Assessment (July 2020), have been implemented in full. The mitigation measures shall thereafter be retained for the life of the development.

REASON: To ensure acceptable wind and microclimate conditions.

57. District heating

Prior to the commencement of development a scheme shall be submitted to and approved in writing by the Local Planning Authority to demonstrate how the proposed heating system will be designed to permit a future connection to a District Heat Network should a feasible and viable connection become available in the future. The scheme shall detail, but not be limited to:

1. Space allowance for a future potential heat exchanger at the ground floor of each block
Space allowance for further trenching between buildings; pipe sleeves and construction work.

The development shall not be constructed other than in accordance with the approved scheme.

REASON: To assist in achieving the Mayor's Decentralised Energy Network targets.

58. Free drinking water

Prior to the commencement of above ground works of the relevant Phase, plans and details shall be submitted to and approved in writing by the Local Planning Authority demonstrating the provision and future management of free drinking water within the public realm. The plans and details shall show the location and design of the proposed drinking water infrastructure, along with measures to ensure its future maintenance and management. The development shall be carried out in accordance with these plans and details, and no unit shall be occupied, until the drinking water infrastructure for that specific Phase has been implemented in full and drinking water made available to the public for free in accordance with the plans and details..

REASON: To ensure sustainable provision of free drinking water to minimise plastic waste in accordance with Policy D8 of the London Plan.

59. Circular Economy Statements

Prior to the occupation of any phase, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of a satisfactory submission to the GLA shall be submitted to, and approved in writing by, the local planning authority prior to occupation of the relevant phase.

REASON: In the interests of sustainable waste management and in order to maximise the re-use of materials.

60. Digital Connectivity

Prior to commencement of each phase of development 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. Scheme detailing measures to avoid reduced mobile connectivity. The development within the relevant phase shall not be implemented other than in accordance with the approved scheme and maintained as such. The development shall not be implemented other than in accordance with the approved plans and maintained thereafter in perpetuity.

REASON: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness.

61. Whole life Carbon Cycle

Prior to the occupation of each building, the post-construction tab of the GLA's whole life carbon assessment template shall be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment shall provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of a satisfactory submission to the GLA shall be submitted to, and

approved in writing by, the local planning authority, prior to occupation of the relevant building.

REASON: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

62. Energy Strategy

No development above ground shall take place until a phasing plan for the delivery of the approved energy strategy has been submitted to and approved in writing by the Local Planning Authority. The development shall not be implemented or occupied other than in accordance with the approved scheme.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application

Informatives:

1. Section 106 Agreement

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

2. Pre-commencement Conditions

The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure, protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.

3. CIL Payment and Liability Notice

The Greater London Authority consider that this permission is liable for a contribution under the Community Infrastructure Levy (CIL). Before work commences there are certain forms which you must complete and return to the London Borough of Richmond. Please note that penalty surcharges could be added to contributions should CIL regulations not be followed. Further details of what to submit and timescales in relation to the Community Infrastructure Levy can be found online at - <https://www.gov.uk/guidance/community-infrastructure-levy>. CIL forms can be found online at - https://www.planningportal.co.uk/info/200126/applications/70/community_infrastructure_levy/5

4. CIL Phasing

This planning permission is a phased planning permission which expressly provides for development to be carried out in phases for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended). Each Phase may be treated as a separate chargeable development for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).

5. Adverts

You are advised that any advertisements to be erected at the premises may require express consent under the Control of Advertisement Regulations 2007.

6. Site Notices

Where applicable the developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.

7. Further Approvals and Consents

This approval only grants permission under Section 57 of the Town and Country Planning Act 1990. Further approval or consent may be required by other legislation, in particular the Building Regulations and you should contact Building Control, the London Borough of Richmond upon Thames before proceeding with the work.

8. Designing Out Crime

The applicant must seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) at each phase and notify this office of any changes to the planning application or approved scheme relevant to security or design layout. The services of MPS DOCOs are available free of charge and can be contacted via Docomailbox.NE@met.police.uk or during office hours via Telephone: 0208 217 3813.

9. Housing ventilation

The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010. Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas. Kitchens without windows should have mechanical ventilation to comply with the latest Building Regulations.

10. Food Law Requirements

The kitchen and other food areas of the premises need to comply in full with: EU 852/2004 as enforced by the Food Hygiene (England) Regulations 2006; EU 178/2002 as enforced by the General Food Regulations 2004; and the Food Premises Registration Regulations 1991, (under these regulations there is a requirement to register with the Environmental Health Service at least 28 days prior to opening). All structural finishes and equipment must comply with the Catering Guide (industry) to Good Hygiene Practice. Particular Requirements of the Hygiene Legislation Include:

- Sufficient internal and external hygiene refuse storage capacity. The external store should be capable of accommodating standard Council wheeled bins of a total capacity appropriate to the scale of the business. External bins should not be placed in a position where they are likely to cause an obstruction.
- Provision of double sink and wash-hand basin in main food preparation area.

- Hot water supply to all wash-hand basins and sinks should preferably be from a gas fired balanced flue instant water heater.
- Sufficient refrigeration and freezer capacity.
- Sufficient hot food storage / display/capacity (if applicable).
- Kitchen layout to facilitate separation of raw and cooked food handling and preparation.
- Adequate artificial lighting levels throughout, achieved by means of fluorescent tube lights (minimum wattage 40 watts) fitted with diffusers.
- Sufficient general ventilation to all rooms.
- Extraction ventilation to food preparation areas/rooms must be capable of maintaining at least 20 air changes per hour.
- Creation of a lobby between the WC and the food rooms.
- All structural finishes, work surfaces and equipment to be of durable, smooth and impervious materials.

11. Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation is not adequate. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance. Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

12. Thames Water Assets

The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk

13. NPPF APPROVAL

In accordance with the National Planning Policy Framework, Richmond upon Thames Borough Council and the Greater London Authority takes a positive and proactive approach to the delivery of sustainable development, by:

- Providing a formal pre-application and duty officer service
- Providing written policies and guidance, all of which is available to view on the Council's website
- Where appropriate, negotiating amendments to secure a positive decision
- Determining applications in a timely manner

In this instance: The proposal has been considered in the light of the Development Plan, comments from statutory consultees and third parties (where relevant) and compliance with Supplementary Planning Guidance as appropriate. It has been concluded that there is not a demonstrable harm to interests of acknowledged importance caused by the development that justifies withholding planning permission.

14. Cadent Gas Informative

1. Cadent have identified operational gas apparatus within the application site boundary. This may include a legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent assets in private land. The Applicant must ensure that proposed works do not infringe on Cadent's legal rights and any details of such restrictions should be obtained from the landowner in the first instance.
2. If buildings or structures are proposed directly above the gas apparatus then development should only take place following a diversion of this apparatus. The Applicant should contact Cadent's Plant Protection Team at the earliest opportunity to discuss proposed diversions of apparatus to avoid any unnecessary delays.
3. If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any protection measures are required.
4. All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to.

15. Bat Informative

Should any bats be seen on site all works must stop immediately and either Natural England or appropriately qualified Ecologist called for advice.

16. Details of piling - EHO consultation

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department. Where developments include foundations works require piling operations it is important to limit the amount of noise and vibration that may effect local residents. There are a number of different piling methods suitable for differing circumstances. Guidance is contained in British Standard BS 5228 Noise control on Construction and Open Sites - Part 4: Code of Practice for noise and vibration control applicable to piling operations. Where there is a risk of disturbance being caused from piling operations then the council under section 60 Control of Pollution Act 1974 can require Best Practicable Means (BPM) to be carried out. This may entail limiting the type of piling operation that can be carried out. The types of piling operations which are more suitable for sensitive development in terms of noise and vibration impact are;

- Hydraulic Piling
- Auger Piling
- Diaphragm Walling

17. Disabled persons

The applicant's attention is drawn to the provisions of the Chronically Sick and Disabled Persons Act 1970 (Section 4,7, 8a) and to the Code of Practice for Access for the Disabled to Buildings (BS 5810: 1979). Attention is also drawn to the provisions of Part M of the Building Regulations - access and facilities for disabled people.

18. Disabled parking

Parking for people with disabilities should be provided in spaces not less than 3.6m wide x 4.8m long, conveniently located relative to the building entrances and clearly signed for its purpose.

19. Street numbering

If you wish to name or number a new development, sub-divide an existing property, or change the name or number(s) of an existing property or development, you will need to apply to the London Borough of Richmond Upon Thames. Further details of this process, fees, and the necessary information and forms that need to be submitted can be found on the Council's website http://www.richmond.gov.uk/street_numbering_and_naming. Alternately you may contact Peter Cridland, Address Management Manager (020 8891 7889 peter.cridland@richmond.gov.uk).

20. Trees - Protective fencing

In order to protect trees during building works the Local Planning Authority would normally expect the erection of Chestnut pale fencing to a height of not less than 1.2m around the trees in question to the extent of their existing crown spread or, where circumstances prevent this, to a minimum radius of 2m from the trunk of the tree.

21. Nature Conservation

When submitting proposals for landscaping the site applicants are advised that in determining the suitability of such proposals the Local Planning Authority will take into account the scope for enhancing the nature conservation interest of the site.

22. Construction Logistics Plan

- **TfL Guide:** In relation to Condition 14 the applicant is advised that the Logistics Plan should aim for load consolidation and avoid peak rush hour to work delivery times. Further information in this regard can be found at <http://www.tfl.gov.uk/businessandpartners/freight/11422.aspx>.
- The applicants are advised the communication strategy as part of the Logistics Plan should include a community liaison group, with comprises of ward and adjoining ward councilors and residents.

23. Principal Policies:

Where relevant, the following along with other relevant policy/considerations have been taken into account in the consideration of this proposal:-

- National Planning Policy Framework (NPPF)
- London Plan - Objective GG1 Building strong and inclusive communities; • Objective GG2 Making best use of land; • Objective GG3 Creating a healthy city; • Objective GG4 Delivering the homes Londoners need; • Objective GG5 Growing a good economy; • Objective GG6 Increasing efficiency and resilience; • Policy SD10 Strategic and local regeneration; • Policy D1 London's form, characteristic and capacity for growth; • Policy D2 Infrastructure requirements for sustainable densities; • Policy D3 Optimising site capacity through the design-led approach; • Policy D4 Delivering good design; • Policy D5 Inclusive design; • Policy D6 Housing quality and standards; • Policy D7 Accessible housing; • Policy D8 Public realm; • Policy D9 Tall buildings; • Policy D11 Safety, security and resilience to emergency; • Policy D12 Fire safety; • Policy D13 Agent of Change; • Policy D14 Noise; • Policy H1 Increasing housing supply; • Policy H4 Delivering affordable housing; • Policy H5 Threshold approach to applications; • Policy H6 Affordable housing tenure; • Policy H10 Housing size mix; • Policy S4 Play and informal recreation; • Policy E8 Sector growth opportunities and clusters; Policy E9 Retail, markets and hot food takeaways; • Policy E11 Skills and opportunities for all; • Policy HC1 Heritage

conservation and growth; • Policy HC3 Strategic and local views; • Policy G1 Green infrastructure; • Policy G5 Urban greening; • Policy G6 Biodiversity and access to nature; • Policy G7 Trees and woodland; • Policy SI1 Improving air quality; • Policy SI2 Minimising greenhouse gas emissions; • Policy SI3 Energy infrastructure; • Policy SI4 Managing heat risk; • Policy SI5 Water infrastructure; • Policy SI7 Reducing waste and supporting the circular economy; • Policy SI12 Flood Risk Management; • Policy SI13 Sustainable drainage; • Policy SI14 Waterways – strategic role; • Policy T1 Strategic approach to transport; • Policy T2 Healthy Streets; • Policy T3 Transport capacity, connectivity and safeguarding; • Policy T4 Assessing and mitigating transport impacts; • Policy T5 Cycling; • Policy T6 Car parking; • Policy T6.1 Residential parking; • Policy T6.3 Retail parking; • Policy T6.5 Non-residential disabled persons parking; • Policy T7 Deliveries, servicing and construction; • Policy T9 Funding transport through planning; and • Policy DF1 Delivery of the plan and planning obligations.

- Richmond Local Plan (2018) : LP 1; LP 2; LP 3; LP 4; LP 5; LP 6; LP 8; LP 10; LP 11; LP 14; LP 15; LP 16; LP 17; LP 20; LP 21; LP 22; LP 27; LP 28; LP 29; LP 30 ; LP 31; LP 34; LP 35; LP 36; LP 37; LP 39; LP 44 ; LP 45.

24. Building Regulations:

The applicant is advised that the erection of new buildings or alterations to existing buildings should comply with the Building Regulations. This permission is NOT a consent under the Building Regulations for which a separate application should be made. For application forms and advice please contact the Building Control Section of the Street Scene department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411). If you alter your proposals in any way, including to comply with the Building Regulations, a further planning application may be required. If you wish to deviate in any way from the proposals shown on the approved drawings you should contact the Development Control Department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

25. Damage to the public highway:

- a) Care should be taken to ensure that no damage is caused to the public highway adjacent to the site during demolition and (or) construction. The Council will seek to recover any expenses incurred in repairing or making good such damage from the owner of the land in question or the person causing or responsible for the damage.
- b) BEFORE ANY WORK COMMENCES you MUST contact Highways and Transport, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ (Telephone 020 8891 7090 ask for the Streetscene inspector for your area or email highwaysandtransport@richmond.gov.uk) to arrange a pre commencement photographic survey of the public highways adjacent to and within the vicinity of the site.
- c) The precondition survey will ensure you are not charged for any damage which existed prior to commencement of your works. If you fail to contact us to arrange a pre commencement survey then it will be assumed that any damage to the highway was caused by your activities and you will be charged the full cost of repair.
- d) Once the site works are completed you need to contact us again to arrange for a post construction inspection to be carried out. If there is no further damage then the case will be closed. If damage or further damage is found to have occurred then you will be asked to pay for repairs to be carried out.

26. Noise control - Building sites:

1. The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on

construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department.

2. Under the Act the Council has certain powers to control noise from construction sites. Typically the council will limit the times during which sites are permitted to make noise that their neighbours can hear. For general construction works the Council usually imposes (when necessary) the following limits on noisy works:-
 - Monday to Friday 8am to 6pm
 - Saturdays 8am to 1pm
 - Sundays and Public Holidays- No noisy activities allowed
3. Applicants should also be aware of the guidance contained in British Standard 5228:2009- Noise and vibration control on construction and open sites. Any enquiries for further information should be made to the Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB.

27. Thames Water Informative:

A groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality."

28. Environment Agency Informative

1. Piling can result in risks to groundwater quality by mobilising contamination when boring through different bedrock layers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater. If Piling is proposed, a Piling Risk Assessment must be submitted, written in accordance with EA guidance document "Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention. National Groundwater & Contaminated Land Centre report NC/99/73".
2. The CLAIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works are waste or have ceased to be waste. Under the Code of Practice: excavated materials that are recovered via a treatment operation can be re-used on-site providing they are treated to a standard such that they fit for purpose and unlikely to cause pollution treated materials can be transferred between sites as part of a hub and cluster project formally agreed with the EA some naturally occurring clean material can be transferred directly between sites.
3. Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.
4. The Environment Agency recommends that developers should refer to: the Position statement on the Definition of Waste: Development Industry Code of Practice and; The Environmental regulations page on GOV.UK
5. Any re-use of excavated materials not undertaken formally using the CLAIRE DoWCoP would require an environmental permit for deposit, unless materials are solely aggregates from virgin sources, or from a fully compliant Quality Protocol aggregates supplier. Any deposit of materials outside of these scenarios could be subject to enforcement actions and/or landfill tax liabilities.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the 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/4795/03. The 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 3

AFFORDABLE HOUSING

PART A

1. **AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION**
 - 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Part A of Schedule 3.
 - 1.2 The Affordable Housing Units (including for the avoidance of doubt the Council Grant Funded Units, if any), Additional Affordable Housing Units (including any financial contribution payable under paragraph 3.13 of Part B) shall together not exceed 50 per cent (by Habitable Room) of the Residential Units **PROVIDED THAT** the tenure split of the Affordable Housing Units together with the Additional Affordable Housing Units accords with the Affordable Housing Target Tenure Split.
2. **AFFORDABLE HOUSING PROVISION**
 - 2.1 The Owner shall not:
 - 2.1.1 Occupy or permit the Occupation of the London Affordable Rented Housing Units nor any Additional Affordable Housing Units to be provided as London Affordable Rented Housing for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
 - 2.1.2 Occupy or permit the Occupation of the London Shared Ownership Housing Units nor any Additional Affordable Housing Units to be provided as London Shared Ownership Housing for any purpose other than for London Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit;
 - 2.1.3 Occupy or permit the Occupation of the London Living Rent Housing Units nor any Additional Affordable Housing Units to be provided as London Living Rent Housing for any purpose other than for London Living Rent Housing for the lifetime of the Development SUBJECT ALWAYS to paragraph 4 of this Part A
 - 2.1.4 Occupy or permit the Occupation of any Affordable Housing Units which are provided as Social Rented Housing Units nor any Additional Affordable Housing Units to be provided as Social Rented Housing for any purpose other than for Social Rented Housing for the lifetime of the Development

PROVIDED ALWAYS and for the avoidance of doubt the provisions of this paragraph 2 of Schedule 3 shall apply in the same terms to any Council Grant Funded Units by operation of paragraph 8 of this Part A of Schedule 3

3. **DELIVERY OF AFFORDABLE HOUSING**
 - 3.1 The Owner shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards that are in place on the date of this Deed.
 - 3.2 The Owner shall provide:
 - 3.2.1 the Affordable Wheelchair Accessible Housing Units; and
 - 3.2.2 at least 10% of the Open Market Housing Units,as wheelchair accessible units in compliance with Building Regulations requirement M4(3) 'wheelchair user dwellings' (in consultation with the Council) and to ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair units under the Building Regulations requirement M4(3) 'wheelchair user dwellings' and any

- nominations for such adapted units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably PROVIDED THAT the Affordable Wheelchair Accessible Housing Units shall be provided as wheelchair accessible units in compliance with Building Regulations requirement M4(3)(2)(b) 'wheelchair user dwellings'.
- 3.3 Prior to the Commencement of the Development, the Owner shall consult with the Council's Housing Occupational Therapist on the design and layout of the wheelchair user dwellings and shall comply with the Council's Housing Occupational Therapist's reasonable requests and a scheme specifying the detailed design and layout of the Affordable Housing Units and Open Market Units to be provided in accordance with paragraph 3.2 above shall be submitted to the Council for approval and the Development shall not be Commenced until that scheme has been approved by the Council.
- 3.4 The Development shall not be implemented other than in accordance with the scheme approved under paragraph 3.3 above (or such replacement scheme as may be submitted by the Owner to the Council and approved by the Council from time to time).
- 3.5 Save for those Affordable Housing Units and Open Market Housing Units to which paragraph 3.2 applies, all Residential Units shall be provided as wheelchair accessible and adaptable units in compliance with Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and to ensure that, subject to paragraph 3.2 above, the specification for any communal access shall not be less than the specification for access for wheelchair accessible and adaptable units under Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and any nominations for such adaptable units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.
- 3.6 The London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100% equity.
- 3.7 Each London Shared Ownership Housing Unit shall be marketed:
- 3.7.1 as available to Eligible Purchasers who are within Priority Band 1 for a period of at least 3 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and who are Local Residents (the "Exclusivity Period"); and
- 3.7.2 following the expiry of the Exclusivity Period, the London Shared Ownership Housing Units may be marketed to Eligible Purchasers who are within Priority Band 2 (with priority being given to Local Residents)
- 3.8 Not less than 12 months prior to the estimated date of Practical Completion of the first London Shared Ownership Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Shared Ownership Marketing Plan and such units shall be marketed and disposed of in accordance with the approved London Shared Ownership Marketing Plan and paragraph 3.7 of this Part A of Schedule 3.
- 3.9 No marketing of any of the London Shared Ownership Housing Units shall be carried out until the London Shared Ownership Marketing Plan has been approved in writing by the Council.
- 3.10 All net receipts received by an Affordable Housing Provider as a result of Staircasing (or such other body who receives such net receipts) shall be recycled and used for no purpose other than towards the provision of Affordable Housing in London.
- 3.11 Not less than 12 months prior to the estimated date of Practical Completion of the first London Living Rent Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Living Rent Marketing Plan and such units shall be marketed and let in accordance with the approved London Living Rent Marketing Plan and paragraph 4 of this Part A of Schedule 3.

- 3.12 No marketing of any of the London Living Rent Housing Units shall be carried out until the London Living Rent Marketing Plan has been approved in writing by the Council.

4. CONVERSION OF LONDON LIVING RENT HOUSING UNITS

- 4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 4.3 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has (or have) not elected to acquire that unit, the Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT paragraphs 3.7.1 and 3.7.2 above shall apply mutatis mutandis to such sale and the sale shall only complete after the termination of the then current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 4.5 The Owner shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Unit(s) in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

5. DELIVERY OF THE AFFORDABLE HOUSING UNITS

- 5.1 The Owner covenants not to Occupy any Open Market Housing Units unless and until:
- 5.1.1 50% of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.1.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.
- 5.2 The Owner covenants not to Occupy more than 50% of the Open Market Housing Units unless and until:
- 5.2.1 all of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.2.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.
- 5.3 The Owner covenants not to Occupy more than 80% of the total Open Market Housing Units unless and until:

- 5.3.1 all of the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.3.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.
- 5.4 The Owner shall provide evidence of the transfer to an Affordable Housing Provider (or Affordable Housing Providers) of the freehold or a long leasehold interest of the London Shared Ownership Housing Units referred to in paragraphs 5.1.2 and 5.2.2 of this Schedule to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of the transfer or lease.
- 5.5 The Owner covenants to procure that an Affordable Housing Provider (or Affordable Housing Providers) shall enter into a Nominations Agreement (or Nominations Agreements) in respect of the Low Cost Rented Housing Units and that a Low Cost Rented Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that Low Cost Rented Housing Unit.
- 5.6 The Owner covenants not to Occupy or permit Occupation of more than 25 per cent of the Open Market Housing Units until an Affordable Housing Provider has (or Affordable Housing Providers have) entered into a Nominations Agreement (or Nominations Agreements) with the Council in respect of all of the Low Cost Rented Housing Units.

6. MISCELLANEOUS PROVISIONS

- 6.1 The Owner covenants that prior to Practical Completion of any of the Affordable Housing Units in a Phase:
 - 6.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units included in the relevant Phase shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
 - 6.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to provide safe access;
 - 6.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.
- 6.2 The Owner covenants:
 - 6.2.1 to ensure that the design and construction of the Development is executed in such a way as to minimise any nominal Service Charge for each Affordable Housing Unit;
 - 6.2.2 not later than three months prior to Occupation of an Affordable Housing Unit to agree any Service Charges for that Affordable Housing Unit with the Affordable Housing Provider and the Council (the "**Agreed Service Charge Rate**") and thereafter the Service Charges for that Affordable Housing Unit shall not exceed the Agreed Service Charge Rate (Index Linked) unless the Council (following a written request from the Owner or the Affordable Housing Provider) agrees an increase to the same in writing **PROVIDED THAT** in all cases the amount of the Services Charges shall not be more than the actual costs of the services provided; and
 - 6.2.3 not to permit Occupation of any Affordable Housing Unit until the Service Charges for that Affordable Housing Unit are agreed.

7. **ADDITIONAL AFFORDABLE HOUSING UNITS**

7.1 If any Additional Affordable Housing Units are required pursuant to paragraph 3 of Part B of this Schedule 3 all references to "Affordable Housing Units" in this Part A (except in paragraph 1.2) and in clauses 6.1.4, 6.1.7 and 6.2 to 6.8 of this Deed shall include the Additional Affordable Housing Units.

8. **COUNCIL GRANT FUNDING**

8.1 As soon as reasonably practicable after the date of this Deed and in any event at least 6 months prior to the Commencement of Development the Owner shall provide written notice requesting that the Council commence a review of available Council Grant Funding.

8.2 Subject always to paragraph 8.5 below, in the event that:

8.2.1 the Council serves the Preliminary Notice within 10 Working Days of receipt by the Council of the notice served pursuant to paragraph 8.1 of this Part A the Owner shall seek to jointly appoint with the Council the Independent Valuer (such appointment to be at the Owner's cost and made within 10 Working Days of the service of the Council's Preliminary Notice and if that does not occur then paragraph 8.2.2 shall apply);

8.2.2 if the Owner and the Council are unable to agree on the identity of the Independent Valuer or the Council does not provide input into the identity of the Independent Valuer within 10 Working Days of the date of the service of the Council's Preliminary Notice (or such longer period as may be agreed between the Owner and the Council, each in their absolute discretion) either party may ask the President for the time being of the Royal Institution of Chartered Surveyors to nominate a valuer from a major London firm of surveyors with not less than 10 years relevant experience and if he or she is unable or unwilling to do so, the next most senior officer may make the nomination and for the avoidance of doubt the relevant person so nominated shall be the Independent Valuer;

8.2.3 the Independent Valuer shall be instructed by the Owner (or jointly if the Owner and the Council agree between them that the instruction is to be a joint instruction between the Owner and the Council) to provide, within 15 Working Days of his or her appointment, written confirmation of the Total Benchmark Value to the Council and the Owner;

8.2.4 within 20 Working Days of receipt of such written confirmation the Council shall have the ability to determine (such determination to be approved by the Owner in writing (acting reasonably) and which determination is hereafter referred to as the "**Council's Determination**") the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding PROVIDED THAT where the Council does not provide a Council's Determination within the aforementioned 20 Working Day period, the Owner shall have the ability to refer the matter to the Independent Valuer pursuant to the terms of paragraph 8.2.5(B);

8.2.5 the Owner has approved in writing the Council's Determination (such approval not to be unreasonably withheld or delayed) and in the event that (in each case if applicable):

(A) the Owner has not responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination, then the Owner shall be deemed to have approved the Council's Determination; or

(B) the Owner has responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination but the Owner's response is that it does not agree with the Council's Determination, then either party may refer matter to the Independent Valuer for determination (and for that purpose the Owner shall and the

Council may provide the Independent Valuer with such information as is reasonably required by the Independent Valuer for the purposes of the Independent Valuer's determination) who shall determine the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding (and the Independent Valuer's determination on that matter shall be deemed to be the Council's Determination for the purposes of this paragraph 8 and shall be deemed to have been approved by the Owner);

8.2.6 the extent of the Council Grant Funding is confirmed in writing to the Owner by the Council within 60 days of the Owner's approval (or deemed approval, as applicable) under paragraph 8.2.5 of the Council's Determination (and such written confirmation from the Council is hereafter referred to as the "**Council's Grant Funding Notice**");

8.2.7 the Council's Grant Funding Notice:

- (A) provides a detailed breakdown of which Residential Units are proposed to be provided as Council Grant Funded Units (including which (if any) are to be provided as London Shared Ownership Housing and which (if any) are to be provided as London Affordable Rented Housing or Social Rented Housing) using the Council Grant Funding and by specific reference to the effect on the Total Benchmark Value of providing those Residential Units as Council Grant Funded Units;
- (B) confirms that acceptance of the Council Grant Funding will have no material impact upon the timing and delivery of the Development and raises no new limitations, conditions or requirements that would in any way fetter or delay the delivery of the approved Development; and
- (C) further confirms that the available Council Grant Funding is sufficient to secure provision of the Council Grant Funded Units identified pursuant to paragraph 8.2.7(A) above by the relevant Affordable Housing Provider for no less than the relevant Unit Benchmark Value and, for the avoidance of doubt, at no additional cost to the Owner and for no less consideration (including any accrued principal monies, interest, costs and expenses including for the avoidance of doubt the cost of instruction of the Independent Valuer) than the amount due without Council Grant Funding.

then:

8.2.8 the Owner within 30 Working Days of the Council's Grant Funding Notice shall seek to agree with the Council (unless otherwise agreed in writing and acting reasonably) in writing the amount of and which Residential Units shall be provided as Council Grant Funded Units; or

8.2.9 in the event that the Owner and the Council cannot reach agreement pursuant to paragraph 8.2.8 above within the said 30 Working Day period specified therein (or such other period as may have been agreed between the Council and the Owner in accordance with that paragraph 8.2.8), then the matter shall be referred to an Expert for determination in accordance with clause 10 and such Expert shall, for the avoidance of doubt, determine the amount of and which Residential Units shall be provided as Council Grant Funded Units having regard to:

- (A) the Independent Valuer's confirmation of the Total Benchmark Value pursuant to paragraph 8.2.3;
- (B) the Council's Determination, and the Owner's approval (or deemed approval) of it, pursuant to paragraphs 8.2.4 and 8.2.5;

- (C) the Council's Grant Funding Notice issued pursuant to paragraph 8.2.6 (including the information contained within it which is required by paragraph 8.2.7); and
- (D) all other requirements of this paragraph 8.2 and the definitions of relevant capitalised terms as defined under clause 1.1 of this Deed and this paragraph 8.2,

(and for that purpose the parties shall provide the Expert with such information as is reasonably required by the Expert for the purposes of the Expert's determination),

and, with effect from the date of such agreement between the Owner and the Council (or, if applicable, determination by the Expert) pursuant to paragraph 8.2.8 or 8.2.9 (as applicable), paragraph 8.3 of this Part A of Schedule 3 shall apply.

- 8.3 In the event that (and with effect from the first date on which) this paragraph 8.3 applies, the Council may enter into a Capital Funding Agreement with the Affordable Housing Provider on terms that are reasonable to ensure the Affordable Housing Provider receives the Council Grant Funding to meet any contractual commitment the Affordable Housing Provider has to the Owner in respect of its acquisition of the Affordable Housing Units.
- 8.4 Subject to the relevant Capital Funding Agreement having been completed pursuant to and in accordance with paragraph 8.3, the Council Grant Funded Units as agreed pursuant to the provisions of paragraph 8.2 above shall be provided in accordance with the relevant paragraphs of this Part A of Schedule 3 (and the definitions in clause 1.1 of Affordable Housing Units, Low Cost Rented Housing Units, London Living Rent Housing Units and London Shared Ownership Housing Units shall be construed accordingly) and for the avoidance of doubt the Council Grant Funding paid by the Council in accordance with this paragraph 8 shall be applied towards providing the relevant Residential Units as Council Grant Funded Units (as determined pursuant to paragraph 8.2 above).
- 8.5 The obligations contained in paragraphs 8.1 to 8.4 of this Part A of this Schedule shall cease to apply and shall no longer be binding upon the Owner (and its successors in title) in the event that any of the Council's obligations associated with the time periods referred to at paragraphs 8.2.1 (in respect of the service of the Preliminary Notice only), 8.2.4 and 8.2.6 are not complied with by the Council within the specified periods (including, in respect of the 60 day period referred to in paragraph 8.2.6, the details to be provided and confirmed by the Council at paragraph 8.2.7), or, if earlier, the Council provides written confirmation to the Owner that there is no available Council Grant Funding.

PART B

VIABILITY REASSESSMENT

1. VIABILITY REVIEW TRIGGER

1.1 The Owner 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 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 Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part B of Schedule 3, the Owner shall afford the GLA and the Council (and their agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** such access is only permitted subject to the GLA and the Council:

1.3.1 providing the Owner with reasonable written notice of their intention to carry out such an inspection;

1.3.2 complying with relevant health and safety legislation; and

1.3.3 at all times being accompanied by the Owner or its agent.

1.4 No later than 20 Working Days after the GLA and the Council receive:

1.4.1 notice pursuant to paragraph 1.1 of this Part B of Schedule 3; or

1.4.2 where the Council and/or the GLA has made any request(s) under paragraph 1.2 of this Part B of Schedule 3, all of the additional documentary evidence so requested,

the Council may (and, if the GLA elects to do so, the GLA shall) inspect the Land and thereafter the Council may provide written confirmation to the Owner within 10 Working Days of any inspection date as to whether or not the Council (and, if the GLA has inspected the Land, the GLA), considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date **PROVIDED THAT** if the Council have not provided written confirmation to the Owner within 10 Working Days of any inspection date the Owner may notify the GLA of that fact and within a reasonable period following receipt of such notice the GLA shall inspect the Land and the GLA shall provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the GLA considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 Subject to paragraph 1.6, if the Council or the GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council (and/or, as the case may be, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved.

1.6 If the GLA inspects the Land pursuant to paragraph 1.4, its decision as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date (as notified to the Owner under paragraph 1.5 above) shall override the Council's decision in relation to the same (if any).

- 1.7 The Owner shall not Occupy the Development or any part thereof until the GLA or the Council has notified the Owner pursuant to paragraph 1.5 of this Part B of Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 1.4 of this Schedule 3 or pursuant to clause 10 of this Deed (*Dispute Resolution*)):
- 2.1.1 the Owner shall submit to the Council and the GLA the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available:
- (A) the Development Viability Information for Formula 1a and Formula 2;
 - (B) a written statement that applies the applicable 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) thereby confirming whether in the Owner'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 of this Part B of Schedule 3 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 If it so wishes, the Council shall be entitled to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 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 will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 3.2 The Council and the GLA may (at the cost of the Owner) jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3.
- 3.3 Not later than 20 Working Days after submission of the information under 2.1.1 above, the GLA, the Council and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same.
- 3.4 The Owner shall provide any reasonably required information to the GLA, the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above.
- 3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the GLA, the Council and/or the External Consultant(s) (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2, with the periods in paragraphs 3.3, 3.4 and 3.6.2 of this Part B of Schedule 3 restarting accordingly.
- 3.6 If on the date which is:
- 3.6.1 20 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or

- 3.6.2 15 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the Council has notified the GLA and the Owner in writing of the Council's intended decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved then paragraphs 3.7 3.8 and 3.9 shall apply (and paragraphs 3.10 3.11 and 3.12 shall not apply) HOWEVER if by such date no such notification has been provided by the Council then paragraphs 3.7 3.8 and 3.9 shall not apply and paragraphs 3.10 3.11 and 3.12 shall apply instead.
- 3.7 Where the Council concludes (pursuant to paragraph 3.6) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or if Council's notice advises that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the Council, the Owner shall provide an Additional Affordable Housing Scheme to the Council (with a copy to the GLA) for approval within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6.
- 3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7 above, the Council may notify the GLA and the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission (the "**Council's Response Period**") and, if the Additional Affordable Housing Scheme is not approved or the Council does not notify the GLA and the Owner of its intended decision prior to the expiry of the Council's Response Period, then the GLA shall within 15 Working Days of the expiry of the Council's Response Period notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved.
- 3.9 Not later than 15 Working Days after receipt of the Council's notification under paragraph 3.6 above or, if later, the Council's notification under paragraph 3.8 above, the GLA shall confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision in paragraph 3.6 (including whether to approve the Additional Affordable Housing Scheme, if submitted) and the GLA (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 and:
- 3.9.1 if the GLA agrees with the Council's intended decision, paragraphs 3.13 and 4 below shall apply (if relevant); and
- 3.9.2 if the GLA disagrees with the Council's intended decision, the GLA shall give reasons as to why it does not agree with the Council's intended decision and the GLA shall state its decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved, and paragraphs 3.13 and 4 shall apply in respect of the GLA's decision.
- 3.10 Where this paragraph 3.10 applies, not later than:
- 3.10.1 35 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or
- 3.10.2 25 Working Days from the date of receipt by the GLA of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.11 Where the GLA concludes (pursuant to paragraph 3.10) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or the GLA concludes that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the GLA, the Owner shall provide an Additional Affordable

Housing Scheme to the GLA (with a copy to the Council) for approval within 20 Working Days of the date on which it receives the GLA's notice pursuant to paragraph 3.10.

3.12 If an Additional Affordable Housing Scheme is submitted to the GLA pursuant to paragraph 3.11 above, the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.11 and this paragraph 3.12 shall continue to apply mutatis mutandis.

3.13 If: (i) the Council's assessment pursuant to paragraph 3.6 concludes (and the GLA has confirmed in writing its agreement with such conclusion in accordance with paragraph 3.9.1 above); or (ii) (as the case may be) the GLA's assessment pursuant to paragraph 3.10 concludes, that

3.13.1 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

3.13.2 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 Owner 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 not later than 30 Working Days after the GLA's confirmation.

3.14 The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING UNITS

4.1 Where it is determined pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B of Schedule 3 that one or more Additional Affordable Housing Units are required, the Owner shall:

4.1.1 construct all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the GLA (and, for the avoidance of doubt, those provisions of Part A of Schedule 3 which pursuant to paragraph 7 of that Part A apply to such units) and make them available for Occupation; and

4.1.2 not Occupy or permit the Occupation of any Open Market Housing Units unless and until it has paid any remaining surplus profit pursuant to paragraph 3.10 of this Part B of Schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

5. MONITORING

5.1 The GLA will use reasonable endeavours to procure that the Council reports to the GLA through the Planning London Datahub the information in paragraph 5.2 below (to the extent applicable) as soon as reasonably practicable after (if relevant) the GLA's confirmation in writing pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B that the Additional Affordable Housing Scheme is approved.

5.2 The information referred to in paragraph 5.1 above is:

5.2.1 the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);

5.2.2 any changes in the tenure or affordability of the Affordable Housing Units; and

5.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.10 of this Part B.

6. **PUBLIC SUBSIDY**

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

ANNEX TO SCHEDULE 3

FORMULA 1A (Surplus profit available for additional on-site affordable housing)

"Surplus profit" = $((A - B) - (D - E)) - P + CG$

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Percentage change in value for the private residential component of the development from grant of Planning Permission to Review Date (using Land Registry House Price Index for new build properties for the London Borough of Richmond upon Thames)) (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

Calculated by (BCIS TPI at review – BCIS TPI at grant of permission) divided by BCIS TPI at grant of permission as a percentage.

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission,
 $F = 345 - 275 = 70; 70 / 275 = 25.45\%$

P = $(A - B) \times Y$ Owner's profit on change in GDV of private residential component (£)

Y = 17.5% Owner's profit as a percentage of GDV for the private residential component as determined as part of the review (%)

CG = Any grant funding which the Council has provided or is contractually committed to provide to the Owner for the provision of Affordable Housing within the Development (but for the avoidance of doubt excluding any Council Grant Funding provided or secured as a result of the Council Grant Funding Review)

Notes:

B is the assumed application stage GDV for private residential component at the date of planning permission (£)

E is the assumed application stage build costs for the private residential component at the date of planning permission (£)

(A – B) represents change in GDV of the private residential component of development from the date of planning permission to the date of review (£)

(D – E) represents the change in build costs for the private residential component from the date of planning permission to the date of review (£)

FORMULA 2 (Additional Affordable Housing)

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

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

Y = Additional London Living Rent Housing requirement (Habitable Rooms)

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

Where:

A = Average Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average LLR Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 18.9 m²

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1a (£)

F = 80%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing

G = 20%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Living Rent Housing

Notes

(A – B) represents the difference in average value of market housing per m² and average value of London Affordable Rented Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing per m² (£).

(E * F) represents the surplus profit to be used for London Affordable Rented Housing (£).

(E * G) represents the surplus profit to be used for London Living Rent Housing (£).

(E * F) ÷ (A – B) represents the additional London Affordable Rented Housing requirement (m²).

(E * G) ÷ (A – C) represents the additional London Living Rent Housing requirement (m²).

SCHEDULE 4

TRANSPORT

1. RESIDENTIAL TRAVEL PLAN

- 1.1 The Owner shall not Occupy or permit Occupation of any Residential Unit unless or until the Residential Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Residential Travel Plan**").
- 1.2 The Owner shall commence implementation of the Approved Residential Travel Plan prior to first Occupation of the first Residential Unit to be Occupied and shall implement the requirements and obligations of the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 3.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 1.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Residential) prior to first Occupation of the Development and shall not Occupy or permit Occupation of the Development unless and until the Travel Plan Monitoring Contribution (Residential) has been paid to the Council.

2. CONTENTS OF RESIDENTIAL TRAVEL PLAN

- 2.1 The Owner covenants with and undertakes to the Council that the Residential Travel Plan shall include (but not be limited to) the following information and measures:
 - 2.1.1 a specimen welcome pack for all Occupiers of the Residential Units;
 - 2.1.2 a baseline travel survey completed on Occupation of half of the Residential Units (the "**Residential Baseline Travel Survey**");
 - 2.1.3 provisions to ensure that travel surveys include gendered data to understand and maximise women's travel, as well as results from both day-time and night-time periods;
 - 2.1.4 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
 - 2.1.5 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);
 - 2.1.6 proposals for monitoring of the demand of the use of Blue Badge car parking spaces;
 - 2.1.7 Include a collision review of the latest available data and proposals to monitor and address safety issues identified;
 - 2.1.8 provide objectives and targets over the life of the Residential Travel Plan aimed at reducing car use and achieving the mode shares as agreed with TfL and as predicted in the 2021 Transport Assessment Addendum (Table 12 – Adjusted mode splits) and Appendix 5, and approved on grant of the Planning Permission; and
 - 2.1.9 proposals for monitoring compliance with the Residential Travel Plan and achievement of the objectives and targets.

3. REVIEW OF RESIDENTIAL TRAVEL PLAN

- 3.1 The Owner shall review the operation of the Approved Residential Travel Plan annually on the anniversary of the date of the Residential Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Residential Travel Plan are being achieved and any proposals for improving the operation of the Residential Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Residential Travel

Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 3.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.

- 3.2 Following submission of a review of the Approved Residential Travel Plan:
- 3.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Residential Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Residential Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
- 3.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Residential Travel Plan have not been achieved, the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Residential Travel Plan.
- 3.3 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 3.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Residential Travel Plan.

4. **COMMERCIAL TRAVEL PLAN**

- 4.1 The Owner shall not Occupy or permit Occupation of any Commercial Unit unless or until the Commercial Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Commercial Travel Plan**").
- 4.2 The Owner shall commence implementation of the Approved Commercial Travel Plan prior to first Occupation of any Commercial Unit and shall implement the requirements and obligations of the Approved Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 6.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 4.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Commercial) prior to first Occupation of any Commercial Unit and shall not Occupy or permit Occupation of any Commercial Unit unless and until the Travel Plan Monitoring Contribution (Commercial) has been paid to the Council.

5. **CONTENTS OF COMMERCIAL TRAVEL PLAN**

- 5.1 The Owner covenants with and undertake to the Council that the Commercial Travel Plan shall include (but not be limited to) the following information and measures:
- 5.1.1 a specimen welcome pack for all Commercial Occupiers of the Commercial Units;
- 5.1.2 a baseline travel survey to be completed on Occupation (the "**Commercial Baseline Travel Survey**")
- 5.1.3 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
- 5.1.4 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);

- 5.1.5 Include a collision review of the latest available data and proposals to monitor and address safety issues identified
- 5.1.6 provide objectives and targets over the life of the Commercial Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
- 5.1.7 proposals for monitoring compliance with the Commercial Travel Plan and achievement of the objectives and targets.

6. REVIEW OF COMMERCIAL TRAVEL PLAN AND DSMP

- 6.1 The Owner shall review the operation of the Approved Commercial Travel Plan annually on the anniversary of the date of the Commercial Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Commercial Travel Plan are being achieved and any proposals for improving the operation of the Approved Commercial Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.2 Following submission of a review of the Approved Commercial Travel Plan,;
 - 6.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Commercial Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Commercial Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
 - 6.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Commercial Travel Plan.
- 6.3 The Owner shall review the operation of the Delivery and Servicing Management Plan annually on the anniversary of the date of the approved Delivery and Servicing Management Plan pursuant to the relevant planning condition for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Delivery and Servicing Management Plan are being achieved and any proposals for improving the operation of the Delivery and Servicing Management Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.4 Following submission of a review of the Delivery and Servicing Management Plan:
 - 6.4.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Delivery and Servicing Management Plan to ensure that the objectives and targets set out therein are achieved and the Owner

shall thereafter implement any such agreed changes to the Delivery and Servicing Management Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and

- 6.4.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Delivery and Servicing Management Plan.
- 6.5 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Commercial Travel Plan.
- 6.6 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.3 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Delivery and Servicing Management Plan.

7. **CAR CLUB**

- 7.1 The Owner shall:
- 7.1.1 not permit Occupation of the Development unless and until the Car Club Scheme has been submitted to and approved by the Council in writing PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the Car Club Scheme or the Council otherwise does not approve the submitted Car Club Scheme within 25 Working Days of such receipt by the Council then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*);
- 7.1.2 from Commencement of Phase 1b use reasonable endeavours to establish and promote a Car Club within the Development for use by residents and members of the public;
- 7.1.3 provide the Council with written updates every six months until a Car Club has been established on the steps taken and the progress being made to establish a Car Club on the Land;
- 7.1.4 not Occupy or permit Occupation of any Open Market Housing Unit within Phase 2 unless and until the Car Club has been established in accordance with the Car Club Scheme;
- 7.1.5 notify the Council in writing of the name and address of the operator of the Car Club prior to Occupation of any Open Market Housing Unit within Phase 2;
- 7.1.6 prior to Occupation of any Open Market Housing Unit within Phase 2 lay out and provide the Car Club Parking Spaces (including active electrical vehicle charging points) for the sole use of the Car Club (which use shall be under a lease or licence);
- 7.1.7 subject to paragraphs 7.3 to 7.5, retain the Car Club Parking Spaces provided pursuant to paragraph 7.1.6 above for the sole use of the Car Club PROVIDED THAT in the event that the Car Club Parking Spaces cease to be required for use by the Car Club pursuant to any of paragraphs 7.3 to 7.5 then the spaces shall

retained for use by Blue Badge holders only and shall not be used for any other purpose unless otherwise agreed by the Council;

- 7.1.8 publicise annually and provide details of how to become a member of the Car Club within the Owner's marketing materials promoting the Development and on the Owner's website from the date when the Car Club first becomes available to occupiers of the Development.
- 7.2 The Owner shall:
 - 7.2.1 provide one free membership of the Car Club per Residential Unit for each Residential Unit within the Development for a minimum period of 3 years from the date of the first Occupation of the relevant Residential Unit or the date the Car Club within the Land has been established, whichever is the later, such membership to be made available upon application by the owner or tenant or Occupier of the Residential Unit to the Owner; and
 - 7.2.2 advertise the existence of the Car Club to all Occupiers and the availability of the period of free membership to include posting notices within common parts of residential buildings, posting information on the website relating to the Development and providing a leaflet with details of the Car Club for residents on first Occupation of each Residential Unit.
- 7.3 If the operator of the Car Club confirms in writing that it no longer requires all or any of the Car Club Parking Spaces, then subject to the Owner providing satisfactory written evidence to the Council and the Council confirming its agreement that there is no demand for the Car Club Parking Spaces in question, the Owner shall thereafter no longer be required to maintain the Car Club Parking Spaces in question for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand for the Car Club Parking Spaces in question, or the Council does not confirm its agreement that there is no demand for the Car Club Parking Spaces in question within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.4 If the operator of the Car Club ceases to exist, or ceases (otherwise than following termination of the relevant agreement with the operator of the Car Club by the Owner) to operate the Car Club on the Land, then subject to the Owner providing satisfactory written evidence to the Council that there is no demand from other CoMoUK-accredited companies to operate a Car Club from the Land and the Council confirming its agreement, the Owner shall thereafter no longer be required to allow the Car Club to operate from the Land or retain the Car Club Parking Spaces for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land, or the Council does not confirm its agreement that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.5 If the Council otherwise confirms in writing that the Owner is no longer required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club, then the Owner shall no longer be required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club (as the case may be).
8. **CONTROLLED PARKING ZONE PERMIT PROHIBITION**
- 8.1 The Owner covenants and Undertakes to the Council:
 - 8.1.1 not to Occupy or permit any person to Occupy a Residential Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.1.4 hereof either by way of a written letter or notice or by specific

reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;

- 8.1.2 to ensure that all Occupiers are notified in writing prior to their Occupation of a Residential Unit that (unless they are holders of a Blue Badge) whilst an Occupier they are prohibited from applying for a resident's parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
- 8.1.3 to ensure that all relevant materials which they publish and any agreements entered into by them or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.1.4 below; and
- 8.1.4 that it and its successors in title to the Residential Units hereby waive, whilst Occupiers, all rights and entitlement to a resident's parking permit to park in a Controlled Parking Zone (unless the Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Residential Unit unless such person has waived all rights and entitlement to a resident's parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.1.1 and 8.1.2 above that person shall be taken as having waived all such rights and entitlement.

8.2 The Owner covenants and Undertakes to the Council:

- 8.2.1 not to Occupy or permit any person to Occupy a Commercial Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.2.4 hereof either by way of a written letter or notice or by specific reference being made in a lease, licence or contract for sale and purchase and/or the associated title or marketing pack of information;
- 8.2.2 to ensure that all Commercial Occupiers are notified in writing prior to their Occupation of a Commercial Unit that (unless they are holders of a Blue Badge) whilst a Commercial Occupier they are prohibited from applying for a business parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
- 8.2.3 to ensure that all relevant materials which it publishes and any agreements entered into by it or its agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.2.4 below; and
- 8.2.4 that it and its successors in title to the Commercial Units hereby waive, whilst Commercial Occupiers, all rights and entitlement to a business parking permit to park in a Controlled Parking Zone (unless the Commercial Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Commercial Unit unless such person has waived all rights and entitlement to a business parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.2.1 and 8.2.2 above that person shall be taken as having waived all such rights and entitlement.

9. **CPZ CONTRIBUTION**

- 9.1 The Owner undertakes to pay to the Council the CPZ Consultation Contribution at least three months prior to Commencement of the Development and not to Commence the Development unless and until the CPZ Consultation Contribution has been paid to the Council

- 9.2 The Owner undertakes:
- 9.2.1 to pay the CPZ Implementation Contribution to Council following the earlier of (i) 10 Working Days of receipt from the Council of confirmation that the Council has formally resolved to proceed with the establishment of one or more Controlled Parking Zones within the vicinity of the Land and/or changing one or more existing Controlled Parking Zones within the vicinity of the Land; and (ii) 10 Working Days prior to first Occupation of the Open Market Housing Units; and
- 9.2.2 not to Occupy or permit Occupation of the Open Market Housing Units unless and until the CPZ Implementation Contribution has been paid to the Council;

10. RAILWAY CONTRIBUTIONS

- 10.1 The Owner undertakes to the Council and the GLA (and for the benefit of Network Rail) to pay to the GLA, or (if the GLA elects) directly to Network Rail:
- 10.1.1 the Railway Safety Contribution prior to Commencement of Development and not to Commence Development until the Railway Safety Contribution has been paid to the Council;
- 10.1.2 the Level Crossing Improvements Contribution prior to Commencement of Development and not to Commence Development until the Level Crossing Improvements Contribution has been paid to the Council;
- 10.1.3 the Station Access Feasibility Contribution prior to Commencement of Development and not to Commence Development until the Station Access Feasibility Contribution has been paid to the Council; and
- 10.1.4 the North Sheen Station Improvements Contribution prior to Commencement of Development and not to Commence Development until the North Sheen Station Improvements Contribution has been paid to the Council.
- 10.2 The Owner shall use Reasonable Endeavours to procure that prior to Commencement of the Development Network Rail enters into a binding commitment with the Council to apply the financial contributions received from the GLA (or directly the Owner, as applicable) referred to in paragraph 10.1 for the purposes specified in this Deed.
- 10.3 The Owner shall use Reasonable Endeavours to procure that the level crossing improvements to be funded by the Level Crossing Improvements Contribution and the improvements to North Sheen station to be funded by the North Sheen Station Improvements Contribution are carried out and completed by or on behalf of Network Rail as soon as reasonably practicable following receipt by Network Rail of those contributions from the Council and prior to first Occupation of the Development, subject to any alternative timescales that may be agreed between the Owner and the Council.

11. SUSTAINABLE TRAVEL IMPLEMENTATION FUND

- 11.1 The Owner undertakes to the Council to pay to the Council the Sustainable Travel Implementation Fund prior to Occupation of the Development.
- 11.2 The Owner shall not Occupy or permit Occupation of the Development unless or until it has paid the Sustainable Travel Implementation Fund to the Council.

12. HIGHWAY WORKS

The Owner undertakes to the Council:

- 12.1.1 Unless otherwise agreed with the Council in writing, not to Commence the Development until it has entered into the Highways Agreement in a form that is satisfactory to the Council having submitted to and obtained the approval from the Council for the proposed Highway Works;
- 12.1.2 Unless otherwise agreed with the Council in writing, not to Occupy or permit Occupation of the Development until it has constructed the Highway Works to the Council's adoptable standard pursuant to the Highways Agreement and the

Council has issued the requisite certificate(s) of completion under the Highways Agreement in respect of the Highway Works.

13. BUS LAYOVER LEASE

13.1 The Owner undertakes to the Council (and for the benefit of TfL):

13.1.1 not to Commence the Development (or permit Commencement) until:

- (A) the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) and a certified true copy of the completed Bus Layover Lease has been provided to the Council and the GLA; and
- (B) the Owner has granted to London Bus Services Limited (or its nominee) any such other easements, rights and approvals as are necessary to ensure that both TfL and London Bus Services Limited and bus operating companies operating licensed London bus routes can access and use the Bus Layover Land as required; and

13.1.2 during the Bus Layover Safeguarding Period, to comply with the Existing Bus Layover Obligations and not to use (or permit the use of) the Bus Layover Land other than as a bus terminus and layover facility or to carry out any works or take any other actions which would or might prevent or interfere with such use (and to ensure that unencumbered access from the public highway to the Bus Layover Land for that purpose is maintained at all times).

SCHEDULE 5

TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

Part 1: Local Employment Agreement – Construction phase

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.
2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.
3. The Owner shall use reasonable endeavours to ensure that its main contractor engages Local Businesses as sub-contractors whenever possible and will work with their main contractor to ensure that it will make all reasonable efforts to raise the skills and employability of Local People.

Part 2: Employment and Skills Plan – Construction phase

The Owner undertakes to the Council:

1. Prior to the Commencement of Development, to submit the Employment and Skills Plan (Construction) to the Council. The provisions of the Local Employment Agreement (Construction) shall be reflected in the Employment and Skills Plan (Construction) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
 - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan;
 - b. Confirmation there are adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
 - c. Commitment of the Owner, contractors, sub-contractors to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to Commencement of Development.
 - d. Benchmarked targets for the construction period using industry endorsed CITB-Construction Skills' methodology based on the most current construction values, phasing, and work packages.
 - e. Targets for construction jobs filled by
 - i. Local People;
 - ii. Local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring;
 - iii. Apprenticeships where the person is working towards a formal qualifications.
 - f. Education link targets:
 - i. Student site visits;
 - ii. School workshops;
 - iii. any Research Projects (if applicable);
 - iv. Work experience.
 - g. Targets for the Owner, main contractor and sub contractors to engage and attend Community Employment and Skills Events.

- h. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through the Richmond Work Match Scheme or an alternative and confirmed in a signed contract for the delivery of such a service.
 - i. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
 - j. Details as to how contractors and sub-contractors will be given clear written details of the requirements of the Employment and Skills Plan prior to the receipt of any bid.
 - k. Confirmation the Employment and Skills Plan will be included within the tender documentation issued to prospective contractors and sub-contractors at the tendering for work and to ensure that the commitment to deliver targets of the ESP are achieved.
 - l. To demonstrate how there will be reasonable endeavours to ensure that any contractors or sub-contractors appointed comply with the Employment and Skills Plan.
2. Commitment for the Owner, contractors or sub-contractors to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
 3. Not to Commence Development until the Employment and Skills Plan (Construction) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (Construction) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (Construction).
 4. To implement the Employment and Skills Plan (Construction) as approved (or deemed to be approved), unless otherwise agreed in writing by the Council.
 5. The Owner, main contractor and sub-contractors to submit monthly site monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7, detailing:
 - i. the provision of jobs during the construction phases;
 - ii. the provision of apprenticeships during construction
 - iii. the provision of graduate internships during the construction
 - iv. details of engagement with the main contractor, sub-contractors and commercial tenants with the community via attendance at job fairs, offering work placements engaging with local schools
 6. The Owner undertakes to pay the Employment and Skills Monitoring Fee (construction) to the Council prior to the Commencement of Development.

Part 3: Local Employment Agreement – end use

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.
2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.

Part 4: Employment and Skills Plan – end use

The Owner undertake to the Council:

1. Prior to the occupation of the commercial uses of the Development, to submit the Employment and Skills Plan (End Use) to the Council. The provisions of the Local Employment Agreement must be reflected in the Employment and Skills Plan (End Use) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
 - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan;
 - b. Confirmation there is adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
 - c. Commitment of the Owner, tenants and leaseholders to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to use of the commercial units commencing;
 - d. Targets for jobs filled by
 - i. Local People
 - ii. local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring
 - iii. Apprenticeships where the person is working towards a formal qualifications
 - e. Education link targets:
 - i. Student site visits
 - ii. School workshops
 - iii. Research Projects
 - iv. Work experience.
 - f. Targets for the Owner, tenants and leaseholders of the commercial units to engage and attend Community Employment and Skills Events.
 - g. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through Richmond Work Match Scheme or alternative and confirmation a contract has been signed for the delivery of such service.¹
 - h. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
 - i. Details as to how leaseholders / tenants of the commercial units will be given clear written details of the requirements of the Employment and Skills Plan prior to signing any lease.
 - j. To demonstrate how there will be reasonable endeavours to ensure that any leaseholders / tenants of the commercial units comply with the Employment and Skills Plan.
 2. The Owner shall use reasonable endeavours to ensure that local businesses are provided with information about opportunities to occupy the commercial space.
 3. Where available and practicable, at least 20% of supplies and services are to be provided by local suppliers.
-

4. Commitment for the Owner, tenants and leaseholders of the commercial units to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
5. Not to occupy any of the commercial units until the Employment and Skills Plan (End Use) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (End Use) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (End Use).
6. To implement the Employment and Skills Plan (End Use) as approved (or deemed to be approved), unless otherwise agreed in writing by the Council.
7. The Owner and leaseholders of the commercial units to provide monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7 detailing:
 - i. the provision of jobs;
 - ii. the provision of apprenticeships
 - iii. the provision of graduate internships
 - iv. details of engagement with the community via attendance at job fairs, offering work placements engaging with local schools
8. The Owner to pay the Employment and Skills Monitoring Fee (end use) prior to the first Occupation of the commercial uses.

SCHEDULE 6

PLAYSPACE AND PUBLIC REALM AND WASTE

1. **PLAYSPACE**

- 1.1 The Owner shall pay to the Council the Offsite Playspace Contribution prior to Commencement.
- 1.2 There shall be no Commencement unless and until the Offsite Playspace Contribution has been paid to the Council.
- 1.3 The Owner shall pay to the Council the Offsite Playspace Maintenance Contribution prior to Occupation.
- 1.4 There shall be no Occupation unless and until the Offsite Playspace Maintenance Contribution has been paid to the Council.
- 1.5 Occupiers of the Residential Units shall be entitled to access the Playspace Facilities free-of-charge and for the avoidance of doubt Occupiers of the Affordable Housing Units (including any Council Grant Funded Units, if applicable) and (if any) the Additional Affordable Housing Units shall be entitled to access such Playspace Facilities on the same terms as Occupiers of the Open Market Housing Units.

2. **PUBLIC REALM**

- 2.1 To submit to the Council for its written approval the Public Realm Management Plan six months prior to first Occupation of Development and not to Occupy the Development until the Public Realm Management Plan has been submitted to the Council and until it has been approved in writing by the Council and (if such approval is reasonably declined) to resubmit the Public Realm Management Plan until such time as the Council has approved the same PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Management Plan it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Management Plan.
- 2.2 Following completion of the Public Realm in a Phase, to manage that Public Realm in accordance with the approved (or deemed to be approved) Public Realm Management Plan.
- 2.3 Not to Commence any Phase until the Public Realm Provision Scheme for that Phase has been submitted to and approved by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Provision Scheme it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Provision Scheme.
- 2.4 Unless otherwise agreed by the Council, not to Occupy any Block, Residential Unit or Commercial Unit (as the case may be) within a Phase until the Public Realm which is required to be provided prior to such Occupation of that Block, Residential Unit or Commercial Unit (pursuant to the requirements specified in the approved Public Realm Provision Scheme for the relevant Phase) has been completed in accordance with the Public Realm Provision Scheme for that Phase (except for planting works, which may be undertaken in the next planting season following the relevant first Occupation) and (subject to paragraph 2.6) is made available for step-free public access on foot, wheelchair and bicycle free-of-charge 24 hours a day.
- 2.5 Subject to paragraph 2.6, to ensure that the Public Realm in each Phase is retained and remains available for step-free public access on foot, wheelchair and bicycle 24 hours a day in perpetuity from the date of completion of that Public Realm.
- 2.6 The Owner is permitted to temporarily close any part of the Public Realm in any of the following circumstances:
 - 2.6.1 if such closure is reasonably and urgently necessary for public safety or emergency maintenance PROVIDED THAT the Owner shall re-open that part of

the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request;

- 2.6.2 if such closure is requested by the police or fire service;
- 2.6.3 for maintenance or repair on an area of the Public Realm in accordance with the Public Realm Management Plan **PROVIDED THAT**:
 - (A) each closure will last no longer than 48 hours;
 - (B) there are no more than two closures in any week; and
 - (C) such closure does not inhibit public access to the rest of the Public Realm;
- 2.6.4 for not more than one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law **PROVIDED THAT** the Owner notifies the Council in writing at least seven days before such closure; and
- 2.6.5 if such closure is requested by TfL or Network Rail to meet operational requirements.
- 2.7 The Owner shall keep the Public Realm in each Phase properly insured and, in the event of any damage to the Public Realm, shall promptly apply any insurance payments towards making good such damage.
- 2.8 The Owner shall maintain full insurance against all third party public liability claims in relation to the Public Realm in each Phase in a sum of not less than £5,000,000 in respect of any one claim.

3. **WASTE CONTRIBUTION**

- 3.1 Where the Waste Management Plan to be approved pursuant to Condition 39 of the Planning Permission demonstrates that a second weekly waste collection is necessary, the Owner undertakes to the Council to pay the Waste Collection Contribution to the Council, provided that in the event that the approved Waste Management Plan is updated to demonstrate that a second weekly waste collection is not necessary and re-submitted as an update regarding ongoing discharge of Condition 39 (and that updated Waste Management Plan is approved by the Council or following an appeal under section 78(1)(b) or section 78(2) of the 1990 Act), the Waste Collection Contribution shall be adjusted or cease to be paid to the Council to the extent specified in such updated Waste Management Plan.

SCHEDULE 7

ENERGY AND HEALTHCARE

1. CARBON OFFSET CONTRIBUTION

1.1 The Owner undertakes to the Council:

- 1.1.1 to pay the Carbon Offset Contribution (Residential) to the Council prior to Commencement of the Development;
- 1.1.2 not to Commence the Development until the Carbon Offset Contribution (Residential) has been paid to the Council;
- 1.1.3 to pay the Carbon Offset Contribution (Commercial) to the Council prior to Commencement of the Development;
- 1.1.4 not to Commence the Development until the Carbon Offset Contribution (Commercial) has been paid to the Council;

2. HEALTHCARE CONTRIBUTION

2.1 The Owner undertakes to the Council:

- 2.1.1 to pay the Healthcare Contribution to the Council prior to Commencement of the Development; and
- 2.1.2 not to Commence the Development until the Healthcare Contribution has been paid to the Council.

3. 'BE SEEN' ENERGY MONITORING

- 3.1 Within 10 weeks of the Grant Date, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section of the 'Be seen' Energy Monitoring Guidance, for the Development. This should be submitted to Be Seen In-use Webform in accordance with the 'Be seen' Energy Monitoring Guidance.
- 3.2 Prior to Occupation of each Block, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit within the Development, as per the methodology outlined in the 'As-built stage' section of the 'Be seen' Energy Monitoring Guidance. All data and supporting evidence should be uploaded to the PortalBe Seen In-use Webform. The Owner must also procure and 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' section of the 'Be seen' Energy Monitoring Guidance.
- 3.3 Upon the first anniversary of the date of first Occupation or following the end of the Defects Liability Period (whichever is the later) (such date being the "**Relevant Date**"), and on the first, second, third and fourth anniversaries of the Relevant Date, the Owner 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 'Be seen' Energy Monitoring Guidance. All data and supporting evidence must be uploaded to the PortalBe Seen In-use Webform.
- 3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 shows that the 'As-built stage' performance estimates derived from paragraph 3.2 have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the PortalBe Seen In-use Webform and paragraph 3.5 shall apply.
- 3.5 If applicable, an action plan comprising measures identified in paragraph 3.4 shall be submitted to the GLA for approval, identifying measures which would be reasonably

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

- 3.6 The residential part of the development must achieve an overall reduction of at least 69% in regulated carbon dioxide emissions beyond the minimum target emissions for residential rate required under the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).
- 3.7 The commercial part of the development must achieve at least an 14% reduction in regulated carbon dioxide emissions beyond the minimum requirements of the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).

SCHEDULE 8

GLA'S COVENANTS

1. MISCELLANEOUS COVENANTS

1.1 The GLA covenants with the Owner:

- 1.1.1 that where the Owner is required under the terms of this Deed to submit to the GLA a specification, strategy, scheme or programme for approval, the Council shall notify the Owner of any amendments it proposes to such specification, strategy, scheme or programme within a reasonable time and in any event no later than 28 days from the date of submission of the relevant specification, strategy, scheme or programme (unless otherwise agreed between the GLA and the Owner); and
- 1.1.2 that it shall notify the Owner in writing of its approval of the relevant specification, strategy, scheme or programme within 14 days from the date the relevant specification, strategy, scheme or programme is agreed by the GLA and the Owner.

Executed and delivered for and on behalf of **THE GREATER LONDON AUTHORITY** by:

.....
Authorised Signatory

.....
NAME (BLOCK CAPITALS)

.....
Position

)
)
)
)
John Finlay
.....
Authorised Signatory

JOHN FINLAYSON
.....
NAME (BLOCK CAPITALS)

Head of Development Management
.....
Position



.....
.....

EXECUTED as a DEED by AVANTON RICHMOND DEVELOPMENTS LIMITED

acting by

)
)
)
)
[Signature]
.....
)
)
Director

In the presence of:

Witness signature:

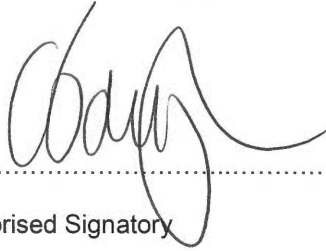
Witness name:

Witness address:

Akosua Hughes
~~*A Hughes*~~

*6th Floor, Brock House, 19 Langham Street
London, W1W 6BP.*

**EXECUTED as a DEED by
MOUNT STREET MORTGAGE
SERVICING LIMITED**



Authorized Signatory

acting by

In the presence of:

Witness signature:



Witness name:

ORNELA KONGAE

Witness address:

100 WOOD ST, LONDON, EC2V 7ATY

**Grant Tough
Authorized Signatory**

APPENDIX 1
Draft Lease for Bus Layover Lease

Lease

relating to Bus Layover Facilities at Manor Road, Richmond

- (1) Avanton Richmond Developments Limited
- (2) London Bus Services Limited

Dated

2023

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**Prescribed clauses under Schedule 1A of the
Land Registration Rules 2003**

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number</p> <p>TGL45415</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord: Avanton Richmond Developments Limited (company number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck Street, London W1G 9HL</p> <p>Tenant: London Bus Services Limited (company number 03914787) whose registered office is at 5 Endeavour Square, London E20 1JN</p>
LR4. Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The Premises as defined in clause 1.1.</p>
LR5. Prescribed statements etc.	<p><i>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</i></p> <p>Not applicable.</p> <p><i>LR5.2</i></p> <p>Not applicable.</p>
LR6. Term for which the Property is leased	The term as specified in the definition of Contractual Term in the Lease Particulars.
LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.

<p>LR9. Rights of acquisition etc</p>	<p><i>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</i></p> <p>None.</p> <p><i>LR9.2 Tenant's covenant to (or offer to) surrender this lease</i></p> <p>None.</p> <p><i>LR9.3 Landlord's contractual rights to acquire this lease</i></p> <p>None.</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None.</p>
<p>LR11. Easements</p>	<p><i>LR11.1 Easements granted by this lease for the benefit of the Property</i></p> <p>No easements are granted or transferred by this Lease other than those expressly set out in clause 3 and for the avoidance of doubt the operation of section 62 and the rule in <i>Wheeldon v Burrows</i> are excluded.</p> <p><i>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</i></p> <p>Contained in clause 4.</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>None.</p>
<p>LR13. Application for standard form of restriction</p>	<p>None.</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p>	<p>Not applicable.</p>

Lease Particulars

Date of Lease:

Landlord:

Avanton Richmond Developments Limited (company number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck Street, London W1G 9HL

Tenant:

London Bus Services Limited (company number 03914787) whose registered office is at 5 Endeavour Square, London E20 1JN

Premises:

the bus standing area at Manor Road Richmond shown edged red on Plan 1

Contractual Term:

150 years from and including the Term Start Date to and including

Term Start Date:

the date of this Lease

Rent Start Date:

the date of this Lease

Permitted Use:

use as a bus stand/bus layover/bus waiting area facility for the parking and/or charging of buses in each case being buses licensed for public use (private buses being prohibited from using the Premises) together with a bus driver mess facility (including storage lockers and toilets)

Tenant Break Date:

any date on or after the date of this Lease

Landlord Break Date:

any date on or after the date of this Lease

It is agreed as follows:

1. **Definitions and interpretation**

1.1 In this Lease, unless the context otherwise requires, the following definitions and those set out in the Lease Particulars shall apply:

"1987 Order" means the Town and Country Planning (Use Classes) Order 1987.

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995.

"Access Costs" means a fair and reasonable proportion (according to user) of the costs and expenses incurred by the Landlord in the repair and maintenance of the Access Road.

"Access Road" means the access road within the Estate shown shaded yellow on Plan 2;

"Authority" means any statutory, public, local or other competent authority or court of competent jurisdiction.

"Base Rate" means the higher of 0% per annum and the base rate of National Westminster Bank Plc (or such other bank as the Landlord may from time to time nominate or if base lending rates cease to be published then a comparable commercial rate determined and specified by the Landlord acting reasonably).

"Business Day" means a day other than a Saturday, Sunday or a public holiday in England.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015.

"Conduits" means all gutters, pipes, ducts, gullies, cables, aerials, mains, channels, subways, wires, sewers, drains, shafts, flues and any other conducting media of whatsoever nature together with all meters and other apparatus used in connection with them.

"Current Guarantor" means someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an authorised guarantee agreement.

"Due Proportion" means such proportion as is conclusively certified by the Landlord or the Landlord's surveyor as representing the due proportion of the relevant expenditure reasonably attributable to the Premises.

"Energy Assessor" means an "energy assessor" as this expression is defined in the Energy Performance of Buildings (England and Wales) Regulations 2012.

"Energy Efficiency Regulations" means the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

"Energy Performance Certificate" means a certificate and Recommendation Report as defined in and required to be provided under the Energy Performance of Buildings (England and Wales) Regulations 2012.

"Environment" means any of the following media wherever situated, namely, air (including air within buildings and within other natural or man-made structures above or below the ground), water and land (including any natural or man-made structures above or below ground) and any human, plant or animal life and all living organisms supported by any of those media.

"Environmental Law" means all Laws relating or pertaining to the Environment, any Hazardous Substance, human health, comfort, safety or the welfare of any other living organism.

"Environmental Performance" means all or any of the following arising from the development, operation or use of the Premises:

- (a) energy consumption;
- (b) water consumption and discharge;
- (c) waste generation and management;
- (d) consumption of other resources; and
- (e) other adverse environmental impacts.

"Environmental Performance Data" means data in respect of Environmental Performance.

"Estate" means the land and buildings known shown edged red on Plan 3 including all landlord's fixtures, fittings, plant, machinery, apparatus and equipment now or after the date of this Lease in or on it and includes all additions, alterations and improvements to it made at any time.

"Group Company" means a member of the same group (within the meaning of section 42(1) of the 1954 Act).

"Guarantor" means the party so named in the Lease Particulars (if any) and includes the person from time to time guaranteeing the obligations of the Tenant under this Lease and includes their respective personal representatives.

"Hazardous Substance" means any natural or artificial substance, preparation (a mixture or solution of 2 or more substances) or biological agent (including, without limitation, radiation or sources of radiation) (whether in the form of a solid, liquid, gas or vapour), the presence, generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to human health, comfort or safety or harm to any other living organism or causing damage to the Environment, or any waste.

"Improvement in Environmental Performance" shall include all or any of the following:

- (a) reduction in or improved efficiency of energy consumption, including selection of alternative sources of energy with a lower environmental impact;
- (b) reduction in generation and/or emission of greenhouse gases;
- (c) reduction in or improved efficiency of water consumption or discharge;
- (d) reduction in waste generation;
- (e) improvement in the rate or efficiency of waste recycling or reuse of resources; and
- (f) reduction of other adverse environmental impacts,

in each case, taking into account any changes in the use or intensity of use of the Premises (and **"Improve the Environmental Performance"** shall be construed accordingly).

"Insolvent" means the occurrence of any of the following in relation to any entity (including any company, other body corporate, partnership, limited partnership or individual) which is the Tenant or the Guarantor:

- (a) the inability to pay or having no reasonable prospect of being able to pay its debts as they fall due;
- (b) its assets are exceeded by its liabilities, taking into account its contingent and prospective liabilities;
- (c) by reason of actual or anticipated financial difficulties, the commencement of negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (d) any action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension or threatened suspension of payments, a moratorium of any indebtedness, bankruptcy, winding-up, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - (ii) a proposal to or composition, compromise, assignment or arrangement with any creditor; or
 - (iii) the appointment of a liquidator (including a provisional liquidator), receiver (including an interim receiver), administrative receiver, administrator, trustee in bankruptcy, supervisor or manager or other similar officer;
- (e) any procedure or step analogous to (d)(i), (ii) or (iii) is taken in any jurisdiction;
- (f) it being struck off the Register of companies or the making of an application for it to be struck off; or
- (g) it ceasing to exist.

"Insured Risks" means (to the extent that cover for such risks is available in the London insurance market at reasonable commercial rates and on reasonable terms) the risks of loss or damage by fire, lightning, storm, flood, earthquake, impact from vehicles, aircraft (other than hostile aircraft), articles dropped from aircraft, riot, civil commotion, malicious damage, explosion, terrorism, bursting or overflowing of water tanks, apparatus or pipes and such other risks against which the Landlord may, in its discretion, decide to insure from time to time.

"Interest" means interest at the Interest Rate (both before and after any judgment) calculated on a daily basis.

"Interest Rate" means 4% per year above Base Rate.

"Landlord" means the party so named in the Lease Particulars and any person from time to time entitled to the immediate reversion to this Lease.

"Landlord's Energy Management Costs" means the costs of the Landlord (including any management costs and expenses and surveyors' fees and all disbursements) incurred in connection with:

- (a) acquiring allowances of any nature and paying all present and future taxes, duties, or assessments of any nature relating to the supply or consumption of energy, or relating to emissions (including any greenhouse gas emissions) associated with that supply or consumption (and whether those emissions are direct or indirect);
- (b) monitoring the supply and consumption of energy and such emissions;
- (c) gathering and processing information relating to the supply and consumption of energy and to such emissions; and

- (d) participating in any statutory scheme relating to the supply and consumption or emissions referred to in (a) above and complying with obligations under it,

and in this definition only "**Landlord**" means the group of undertakings of which the Landlord is a member for the purposes of such allowances or taxes.

"**Laws**" means all law common law or otherwise in force from time to time including treaties, decrees, statute, regulation, bye-laws, directions, judgments, directives, rules, mandatory codes of practice, including any imposed by an Authority.

"**Landlord's Break Notice**" means written notice served by the Landlord specifying the Landlord Break Date pursuant to clause 11.1

"**Lease**" means this lease including any schedule or annexure and all documents supplemental or collateral to it.

"**Liability Period**" means the period starting on completion of this Lease and ending when the Tenant is effectively released from the tenant covenants in this Lease by virtue of the 1995 Act.

"**New Lease**" means a new lease of the Premises on the terms set out in paragraphs 6.2 to 6.3 inclusive of Schedule 1.

"**Permitted Underlease**" means an underlease which:

- (a) is not granted in consideration of any fine, premium or any inducement;
- (b) is granted on the same terms as this Lease and provided that any further underletting is prohibited;
- (c) comprises all the terms of the tenancy entered into between the Tenant and the undertenant; and
- (d) allows enforcement (by re-entry if necessary) of the undertenant's covenants by the Landlord as a third party but excludes the right of any other person not a party to the underlease from enforcing its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

"**Plan 1**" means the plan labelled "plan 1" annexed to this Lease.

"**Plan 2**" means the plan labelled "plan 2" annexed to this Lease.

"**Planning Acts**" means the Town and Country Planning Act 1990 and any other town and country planning or related Law in force from time to time.

"**Premises**" means the premises set out in the Lease Particulars including:

- (a) the buildings and structures which are as at the date of this Lease constructed on the Premises;
- (b) any roadways within the Premises;
- (c) the Conduits at any time within and exclusively serving the Premises and which are owned by the Landlord;
- (d) all landlord's fixtures and fittings in the Premises (but in relation to Conduits, only where falling within (b) above); and
- (e) any additions, alterations and improvements made to the Premises at any time;

(f) the airspace above the Premises,

but excluding:

(h) any tenant's fixtures and fittings at any time in or on the Premises; and

(i) Conduits within but not exclusively serving the Premises or which are not owned by the Landlord.

"Prescribed Clauses" means the prescribed clauses under Schedule 1A of the Land Registration Rules 2003 appearing at the front of this Lease.

"Relevant Event" means any of the following:

(a) disclaimer of the Tenant's liability under the Lease;

(b) surrender of the Lease by the Tenant acting by a liquidator, trustee in bankruptcy, administrator, receiver or receiver and manager or any other similar officer appointed to or over it or in relation to any of its assets or undertakings;

(c) forfeiture of the Lease; and

(d) the Tenant (being a company) ceases to exist (whether or not it is capable of being reconstituted or reinstated).

"Rents" means the Yearly Rent and the other sums reserved by or payable by the Tenant under this Lease.

"Tenant" means the party so named in the Lease Particulars and includes its personal representatives, successors in title and assigns.

"Tenant's AGA" means an authorised guarantee agreement entered into by the Tenant in connection with this Lease.

"Tenant's Break Notice" means a written notice served by the Tenant specifying the Tenant Break Date pursuant to clause 10.1.

"Term" means the Contractual Term together with any continuation or extension of it whether by agreement, statute or otherwise.

"Title Matters" means all rights, easements, reservations, privileges, restrictions, charges, encumbrances, covenants, stipulations, declarations, agreements, liabilities and other matters contained or referred to in the registers of Title Number.

"VAT" means value added tax as provided under the VATA.

"VATA" means Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax or to VAT shall be construed accordingly.

"Yearly Rent" means a peppercorn.

1.2 In this Lease unless the context otherwise requires:

(a) a reference to a statute or statutory provision or other legislation (whether specifically named or not) includes any orders, bye-laws, directions, notices, regulations, instruments and other subordinate legislation made, given or issued under it and any statute or statutory provision or other legislation which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory or other legislative provision comes

into force before or after the date of this Lease except any reference to the 1987 Order which is to that order as in force at the date of this Lease;

- (b) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (c) a reference to:
 - (i) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
 - (ii) references to clauses and schedules are to clauses of and schedules to this Lease and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (d) the Lease Particulars form part of this Lease but the table of contents and headings are for convenience only and shall not affect the interpretation of this Lease;
- (e) general words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words **"including"** and **"in particular"** (or similar) shall not limit the generality of any preceding words;
- (f) where any liability or obligation is undertaken by two or more persons the liability or obligation of each of them shall be joint and several;
- (g) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others;
- (h) references to the **"Premises"** are to the whole and any part of the Premises from time to time;
- (i) references to the **"Landlord"** are to be construed as extending to any superior landlord and to any mortgagee of the Landlord or any superior landlord (and to the persons authorised by them) where:
 - (i) rights are granted or reserved by the Landlord to enter the Premises;
 - (ii) there are rights, easements, exceptions and reservations in favour of or exercisable by the Landlord;
 - (iii) there is an obligation to obtain the approval or consent of the Landlord;
 - (iv) there is provision for the repayment of any expenses to the Landlord; or
 - (v) there are indemnities in favour of the Landlord;
- (j) references to **"occupier of the Premises"** include anyone on the Premises:
 - (i) deriving title under the Tenant or any undertenant; or
 - (ii) with the express or implied authority of either the Tenant or any undertenant or anyone deriving title under the Tenant or undertenant;
- (k) any covenant by either the Landlord or Tenant not to do or omit to do something includes an obligation not to permit or suffer that act or thing to be done or omitted;

- (l) any consent, approval or release of liability given by the Landlord in connection with this Lease shall be valid only if contained in a formal document executed as a deed by the Landlord and any break notice served under clause 10 or clause 11 may not be given by email or any other electronic means;
- (m) the word "**assignment**" includes equitable assignment and the words "**assign**" and "**assignee**" shall be construed accordingly;
- (n) the expressions "**authorised guarantee agreement**" and "**tenant covenants**" shall be construed in accordance with section 28(1) of the 1995 Act;
- (o) a reference to "**completion of this Lease**" is a reference to completion of this Lease itself and not to the registration of this Lease at the Land Registry;
- (p) it is a condition of any rights of entry reserved to the Landlord (and the rights of entry granted to the Tenant pursuant to clauses 6.2(b)) that the person exercising such rights shall:
 - (i) give not less than 5 Business Days' prior notice to the other (except in case of emergency);
 - (ii) cause as little damage to the property entered and as little interference to either party's use of the property entered as is reasonably practicable in the exercise of such rights;
 - (iii) make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the other; and
 - (iv) where reasonably required by the person so affected, any entry is to be accompanied by a representative of the person so affected;
- (q) references to the "**end of the Term**" are to the end of the Term whether before or at or after the end of the term of years granted by this Lease; and
- (r) references to a numbered plan are to the plan so numbered annexed to this Lease.

2. Demise

2.1 The Landlord demises the Premises to the Tenant for the Term:

- (a) together with the rights set out in clause 3;
- (b) except and reserved as set out in clause 4; and
- (c) subject to the Title Matters.

2.2 The Tenant shall pay the following rents to the Landlord:

- (a) the Yearly Rent (if demanded) in advance on the 1 January in each year of the Term;
- (b) the Access Costs within 28 days following demand;
- (c) any VAT payable by the Tenant from time to time within 28 days following demand; and
- (d) Interest payable by the Tenant under the terms of this Lease within 28 days following demand.

3. **Rights granted**

The right (in common with the Landlord and all others at any time entitled and to the extent of the Landlord's capacity to grant it) for the Tenant and those deriving title through or otherwise authorised by the Tenant:

- 3.1 access to and egress from the Premises at all times on foot and with or without vehicles (including buses) over the Access Road suitable for buses for all purposes connected with the Permitted Use;
- 3.2 subject to the Landlord's prior approval (acting reasonably) to the size and design of such signage, to erect and install signage on the Access Road together with all rights of access to and from such signage to the Premises at all times to inspect, maintain, renew, replace and update such signage as required from time to time subject to the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) and subject always to compliance with clause 1.2(p); and
- 3.3 to connect into and use all Conduits within the Access Road which now serve the Premises or may do so during the Term for so long as such Conduits are not adopted and maintained at public expense.

4. **Exceptions and reservations**

- 4.1 The right for the Landlord and those authorised by the Landlord or otherwise entitled from time to time:
 - (a) to use all Conduits passing through the Premises now or at any time during the Term and to enter the Premises to inspect, repair, maintain, alter, renew, replace, upgrade, relocate, make connection with or lay any new Conduits where the same cannot be carried out without such access provided that the Landlord:
 - (i) provides reasonable prior written notice to the Tenant prior to exercising any such rights of access (save in the case of emergencies only in which case no such reasonable prior notice shall be required);
 - (ii) such access is exercised for the shortest time period as is reasonably practicable;
 - (iii) uses reasonable endeavours to cause as little disruption and/or legal nuisance to the operation and use of the Premises for the Permitted Use as is reasonably practicable as a result of this right being exercised;
 - (iv) obtains the Tenant's prior written consent (such consent not to be unreasonably withheld or delayed) as to:
 - (A) the route of any new or relocated Conduits; and
 - (B) prior to laying any such new Conduits within the Premises; and
 - (v) makes good any damage caused to the Premises as a result of the Landlord exercising this right as soon as reasonably practicable and to the Tenant's reasonable satisfaction;
 - (b) of entry pursuant to the terms of this Lease subject to compliance with clause 1.2(p);
 - (c) subject to compliance with clause 1.2(p) to erect and maintain scaffolding for the purposes of repair and maintenance of any adjoining or neighbouring property of the

Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) against any part of the Premises;

- (d) to oversail any part of the Premises with a crane which includes (but is not limited to), for the avoidance of doubt, any equipment and materials, for the purposes of developing or carrying out any works to any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) provided that:
 - (i) such oversailing does not adversely affect the Tenant's operation and use of the Premises for the Permitted Use; and
 - (ii) the Landlord obtains the Tenant's prior written consent prior to commencing any such oversailing (such consent to be documented by way of a formal licence on the Tenant's standard terms from time to time).
- 4.2 Full rights of lateral and subjacent support and protection for any contiguous property afforded by the Premises from time to time.
- 4.3 Full rights of light and air and all other easements and rights now or at any time during the Term belonging to or enjoyed by any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term).
- 4.4 Full right and liberty at any time after the date of this Lease to raise the height of or make any alterations or additions to or execute any other works to any buildings on, and to erect any new buildings or structures on and otherwise develop any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) in such manner as the Landlord thinks fit notwithstanding any effect on, obstruction of or interference with the amenity of or access to the Premises or the passage of light or air to the Premises.
- 4.5 To install landscaping around the boundary of the Premises in a location agreed with the Tenant (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the Tenant shall not act unreasonably in withholding agreement where the proposed landscaping would render the Premises or any part of them unusable.

5. **Tenant's covenants**

The Tenant covenants with the Landlord throughout the Term:

5.1 **Rent**

To pay to the Landlord the Rents and other sums payable under this Lease without any deduction, set-off (whether legal or equitable), counterclaim or withholding (other than any deduction or withholding of tax as required by law) and (if required) by standing order or credit transfer to the Landlord's bank account.

5.2 **Interest**

Without prejudice to any other right, remedy or power available to the Landlord:

- (a) if the Yearly Rent is not paid on the date when payment is due or if any of the other Rents or other sums payable under this Lease are not paid within 5 Business Days of the date when payment is due, or
- (b) if the Landlord (acting reasonably) does not accept any of the Rents because the Landlord believes that there is a breach of any of the tenant covenants in this Lease

then whether or not such sums have been formally demanded, the Tenant shall pay Interest on such sums from and including the date when payment was due to and including the date of payment or acceptance of payment by the Landlord.

5.3 **Outgoings**

- (a) To pay or indemnify the Landlord against the whole (or where the charges and other sums payable under (i) and (ii) of this clause 5.3(a) relate to other property as well as the Premises, a Due Proportion) of:
 - (i) all existing and future rates (including water rates), taxes, assessments, impositions, duties, charges, and other outgoings whatsoever (whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature or of a wholly novel character) which are now or may at any time during the Term be charged levied, assessed or imposed upon, or payable in respect of, the Premises, their use and occupation (including energy consumption) or upon the owner or occupier of them (except for any tax payable by the Landlord occasioned by any disposition or dealing with the reversion of this Lease); and
 - (ii) all charges, costs and expenditure in connection with supplies to and consumption of gas, electricity and other services at the Premises (including any connection and hiring charges and standing charges).
- (b) Not to agree any rateable value for the Premises without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed).
- (c) Not to appeal against any rateable value assessed or imposed in relation to the Premises without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) and if the Landlord appeals against any such rateable value, the Tenant shall promptly give to the Landlord such assistance for the pursuit of such appeal as the Landlord reasonably requests.
- (d) To pay within 28 days following demand to the Landlord a Due Proportion of all sums incurred by the Landlord in repairing, renewing, maintaining, lighting and cleaning all structures and facilities which are used or available for use by the Tenant or the occupier of the Premises in common with the occupier of other property together with all associated professional fees.

5.4 **Repair**

- (a) To keep the Premises in good and substantial repair and condition and when necessary to replace, rebuild and renew any Landlord's fixtures and fittings with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord.
- (b) To keep the road surface, line markings and lighting within the Premises in good and substantial repair and condition and when necessary renew such road surfaces, line markings and replace lighting.
- (c) To clean the Premises (including all drains and gutters) regularly (and at least once a month in the case of windows) and keep them in a clean and tidy condition at all times.
- (d) To keep any parts of the Premises not built upon adequately surfaced, in good condition and free from weeds and any garden or landscaped areas properly cultivated.

5.5 **Alterations**

- (a) Not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect any new building on the Premises nor to make any alterations or additions to the structure or exterior of the Premises or which affect the external

appearance of the Premises nor (save as may be permitted under clause 5.5(b)) to make any other alterations or additions to the Premises.

- (b) The Tenant shall be entitled to:
 - (i) construct a mess/welfare facility, bus driver toilet and electrical charging points for buses within the Premises; and
 - (ii) install street type lighting within the Premises,

PROVIDED THAT the following provisions of this clause 5.5 are complied with and the prior written consent of the Landlord is obtained to such works and, in the case of works permitted under 5.5(b)(ii) only, the lux levels and hours of operation are agreed with the Landlord in advance (such consent and agreement not to be unreasonably withheld or delayed)

- (c) To supply to the Landlord such drawings and specifications as the Landlord reasonably requires to identify any proposed alterations or additions whether or not requiring the consent of the Landlord and to carry out such alterations or additions only in accordance with such drawings and specifications in a good and workmanlike manner and to the reasonable satisfaction of the Landlord.
- (d) To obtain all necessary consents and approvals for any proposed alterations or additions whether or not requiring the consent of the Landlord and to supply copies to the Landlord.
- (e) To execute a formal licence in respect of any proposed alterations or additions requiring the consent of the Landlord in such form as the Landlord reasonably requires.
- (f) Unless otherwise requested by the Landlord, to reinstate the Premises at the end of the Term and to make good all consequential damage to the reasonable satisfaction of the Landlord.
- (g) To pay within 28 days following demand the Landlord's reasonable costs incurred in connection with this clause 5.5.
- (h) In the case of proposed alterations that fall within clause 5.5(b), the Tenant acknowledges that the Landlord's consent shall be considered reasonably withheld if the Tenant does not provide sufficient information on requesting such consent.

5.6 **Signs**

- (a) Not to exhibit any flashing or illuminated sign or light on the Premises provided that the presence of vehicles and any bus shelter on the Premises in accordance with the Permitted Use shall not be a breach of this provision.
- (b) Not to exhibit any flag, sign, advertising notices or promotional material which is visible from the exterior of the Premises without the Landlord's prior written consent provided that the Tenant shall be permitted to install the usual trade signs and logos of the Tenant in connection with the Permitted Use (including signage providing information for the Tenant's staff and authorised contractors).
- (c) At the end of the Term to remove any sign, poster, notice, advertisement or other item displayed in accordance with this clause and to make good all damage caused to the reasonable satisfaction of the Landlord.

5.7 **Use**

- (a) Not to use the Premises otherwise than for the Permitted Use.

- (b) The Tenant shall (subject to compliance with all applicable Laws and the Tenant obtaining any necessary consents) be permitted to operate the Premises for the Permitted Use 24 hours a day, seven days a week.
- (c) At all times during the Term, to ensure that the Premises are adequately secured when not in use.

5.8 Prohibited user and nuisance

- (a) Not to:
 - (i) use the Premises for any noisy, offensive, dangerous, illegal or immoral purpose nor for residential or sleeping purposes nor for gambling or betting nor for the sale of alcoholic liquor for consumption whether on or off the Premises.
 - (ii) hold on the Premises any political meeting or public show or spectacle nor any sale by auction.
 - (iii) do anything on the Premises (or on any land over which any right granted by this Lease is exercised) which may be or become a nuisance damage or disturbance or obstruction to the Landlord or any owner or occupier of other land.
 - (iv) deposit store exhibit stack or sell any goods materials articles or other objects outside any buildings on the Premises.
 - (v) use the Premises for the boarding or alighting of buses by members of the public; and
 - (vi) not to cause any avoidable obstruction to the Landlord or the owners or occupiers of any neighbouring property.

5.9 Overloading and damage

Not to overload the Premises or damage, overload or obstruct any Conduits or any plant and machinery serving the Premises.

5.10 Refuse and Hazardous Substances

- (a) To comply with all applicable requirements of competent authorities relating to the collection of refuse from the Premises.
- (b) Not to burn any rubbish on the Premises and not to deposit any rubbish on the Premises other than in proper receptacles.
- (c) To ensure that rubbish or refuse receptacles on the Premises are regularly emptied and to comply with the requirements of the Landlord and any requirements of any competent authorities for the disposal of rubbish or refuse.
- (d) Not to cause or permit any Hazardous Substance to be in on or under or to escape from the Premises and if the Tenant becomes aware of any such Hazardous Substance in on under or escaping from the Premises to give immediate written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.
- (e) Not to permit the drains to be obstructed by oil grease or other deleterious matter.

5.11 Dealings with this Lease

- (a) Unless otherwise permitted by this Lease not to:

- (i) hold the whole or any part of the Premises on trust for another person; or
- (ii) part with or share possession or occupation of the whole or any part of the Premises.

5.12 Assignment

- (a) Not to assign or agree to assign part only of the Premises.
- (b) Not to assign the whole of the Premises without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed).
- (c) Without prejudice to any other grounds on which the Landlord may lawfully withhold consent to any assignment or to any other conditions which it may lawfully impose the Landlord is entitled:
 - (i) to withhold consent in any of the circumstances set out in clause 5.12(d); and/or
 - (ii) to impose all or any of the conditions set out in clause 5.12(e).
- (d) For the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may withhold its consent to an assignment of the whole of the Premises where any one or more of the following circumstances apply:
 - (i) there is an outstanding material breach of covenant by the assigning Tenant;
 - (ii) the proposed assignee is a Current Guarantor;
 - (iii) the proposed assignee is not ordinarily resident within the United Kingdom or (where the proposed assignee is a company or corporation) it is not incorporated in the United Kingdom unless it is a company and maintains a place of business in the United Kingdom and agrees to be bound by the jurisdiction of the courts of England and Wales;
 - (iv) the proposed assignee can claim diplomatic or sovereign immunity and it is not a body, department or agency of the United Kingdom Government; and/or
 - (v) the assigning Tenant fails to provide to the Landlord such information and references relating to the proposed assignee or proposed guarantor as the Landlord reasonably requires.
- (e) For the purposes of section 19(1A) of the Landlord and Tenant Act 1927 any consent given by the Landlord to any proposed assignment may be subject to any or all of the following conditions:
 - (i) that before completion of the instrument of the assignment the assigning Tenant and the proposed assignee enter into a formal licence by deed under which the Landlord grants its consent to the assignment in such form as the Landlord reasonably requires;
 - (ii) that if reasonably required by the Landlord, no later than completion of the licence referred to in clause 5.12(e)(i) a third party (or third parties) acceptable to the Landlord enter(s) into a guarantee of the obligations of the proposed assignee under this Lease and the licence referred to in clause 5.12(e)(i) in the form of the Guarantor's covenants set out in Schedule 1 with such modifications as the Landlord may reasonably require.
- (f) If at any time before the assignment any of the circumstances set out in clause 5.12(d) exist, the Landlord may revoke its consent to the assignment by notice to the Tenant.

- (g) Clauses 5.12(d) and 5.12(e) shall not limit the Landlord's right to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition.

5.13 Underletting

- (a) Not to underlet the whole or any part of the Premises unless:
- (i) the undertenant first covenants with the Landlord by deed to comply with the obligations on the Tenant contained in this Lease, other than as to the payment of any Yearly Rent or other sums reserved as rent by this Lease and to comply with the obligations on the undertenant in the underlease (and any document supplemental or collateral to it) throughout the term of the underlease including (where applicable) any continuation of it or if sooner until the undertenant is released by virtue of the 1995 Act;
 - (ii) the underlease is a Permitted Underlease;
 - (iii) if the Landlord reasonably so requires, a guarantor or guarantors acceptable to the Landlord first guarantees or guarantee by deed the undertenant's obligations in the form set out in Schedule 1 (but omitting the provisions relating to disclaimer of the underlease and otherwise amended to extend only to the obligations of the undertenant with such modifications as the Landlord may reasonably require); and
 - (iv) before the earlier of the undertenant entering into the underlease and the undertenant becoming contractually bound to do so, sections 24 to 28 (inclusive) of the 1954 Act are lawfully excluded from the underlease by way of warning notice and statutory declaration and the Tenant has supplied the Landlord with a certified copy of each
- and (subject to the above) the Landlord has consented to such underletting (which consent shall not be unreasonably withheld or delayed).
- (b) To enforce and not to vary or waive any of the terms of any underlease.
- (c) To produce to the Landlord as soon as reasonably practicable following demand full details of any underlettings or occupations affecting the Premises and copies of any documents relating to such interests.
- (d) Not to underlet for a term which will expire by effluxion of time later than 3 clear days before the date the contractual term granted by this Lease will expire by effluxion of time.

5.14 Group Companies

The Tenant shall be entitled to share possession or occupation of the Premises, underlet the whole or any part of the Premises and/or assign the whole of the Premises without the prior written consent of the Landlord where such sharing, underletting or assignment is to any of:

- (i) a Transport for London Group Company;
- (i) an entity carrying on the business of running a bus service or managing the same on behalf of Transport for London (or its statutory successor); or
- (ii) a statutory successor to Transport for London or a Group Company of such statutory successor.

5.15 Charging

- (a) Not to charge the whole of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
- (b) Not to charge part of the Premises.

5.16 Registration

Within 20 Business Days of any assignment, underlease, charge or any other dealing affecting this Lease or any interest deriving title under it to produce to the Landlord's solicitors a certified copy of the relevant document and to pay such reasonable registration fee as the Landlord's solicitors may require.

5.17 Access Road

Not to block up, obstruct (either wholly or partially), allow any parking upon or otherwise interfere with, the Access Road.

5.18 Encroachments

- (a) Not to block up or obstruct (either wholly or partially) any window, opening, access way, Conduits or any other facility enjoyed by the Premises nor to give any acknowledgement that any such facility is enjoyed by the consent of any other person.
- (b) Not to permit any encroachment upon or any easement to be created over or in respect of the Premises in favour of a third party.
- (c) Immediately upon becoming aware of any such encroachment or easement being created or threatened to give written notice to the Landlord and at the Tenant's expense to take all reasonable measures required by the Landlord to prevent or terminate such encroachment or easement.

5.19 Planning and environmental

- (a) To comply in all respects with the Planning Acts and with all requirements of Environmental Law.
- (b) Not to make any application under the Planning Acts (whether for planning permission or otherwise) in relation to the Premises without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed where the Landlord's consent or approval is also obtained under this Lease for a permitted alteration, a sign or a change in the Permitted Use).
- (c) Not to implement any planning permission if the Landlord makes reasonable and proper objections to any of the conditions subject to which it has been granted.
- (d) Not to approve any details or matters pursuant to a planning permission (whether existing as at the date of this lease or obtained during the Term) which relate to matters which could affect the delivery, occupation or use of the Landlord's adjoining or neighbouring property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).
- (e) Where it is a condition of (or a planning obligation associated with) any planning permission that any works be carried out, to carry out such works prior to the end of the Term if the relevant planning permission is implemented.
- (f) Forthwith upon receipt to supply copies to the Landlord of all applications, notices, decisions and other formal communications relating to the Premises or served on the Tenant or any undertenant at the Premises and at the Tenant's expense to take such action as the Landlord may require in respect of such communication.

- (g) Not to enter into any agreement or obligation or serve any purchase notice under the Planning Acts without the prior written consent of the Landlord.
- (h) If the Tenant receives any compensation because of any restriction placed on the use of the Premises under the Planning Acts to pay to the Landlord a fair proportion of such compensation at the end of the Term otherwise than by expiration of the Term by effluxion of time.
- (i) Not without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) to make any application under Environmental Law in relation to the Premises or any activity carried on there or any use of them.
- (j) Not to use any part of the Premises in any way or for any purpose which may be or become a breach of Environmental Law.
- (k) Save as permitted under clause 5.19(l), not to take any action which may invalidate any Energy Performance Certificate which may be in existence from time to time for the benefit of the Premises.
- (l) Not without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed where the Tenant has a statutory duty to obtain an Energy Performance Certificate) to commission any Energy Performance Certificate in relation to or for the benefit of the Premises.
- (m) Where the Tenant has a statutory duty to obtain an Energy Performance Certificate, to notify the Landlord promptly of such requirement and at the Landlord's option, either:
 - (i) to obtain an Energy Performance Certificate using an Energy Assessor approved in advance by the Landlord; or
 - (ii) to pay or (as appropriate) reimburse the Landlord the full cost of obtaining a new Energy Performance Certificate for the Premises,
 and if the Tenant obtains an Energy Performance Certificate in relation to or for the benefit of the Premises, to provide full details to the Landlord (including but not limited to the unique reference number attributable to it).
- (n) Upon request from the Landlord to provide to the Landlord such information as the Landlord may reasonably request to enable an Energy Performance Certificate to be produced in relation to the Premises.

5.20 **Laws**

- (a) To observe and comply with all Laws affecting the Premises, their use and occupation, and the health and safety of persons working at or visiting the Premises, whether the Laws require the owner, landlord, tenant or occupier to comply.
- (b) Where any Law requires the carrying out of works to the Premises:
 - (i) to carry out those works in accordance with the terms of this Lease; and
 - (ii) to carry out those works with good quality materials in a good and workmanlike manner and to the reasonable satisfaction of the Landlord.
- (c) Not to do or omit to do anything by reason of which the Landlord may become liable by way of penalty, damages, compensation or otherwise.
- (d) Immediately on receipt of any notice of any requirements of any Law from an Authority or of any formal notice from any third party relating to the Premises or any occupier of them, or to the Landlord's interest in them to produce a copy of that notice to the

Landlord and to make such representation or objections in relation to it as the Landlord may require.

- (e) To give written notice to the Landlord of any defect in the Premises which might render the Landlord liable whether under the Defective Premises Act 1972 or this Lease or otherwise immediately upon becoming aware of such defect.
- (f) To supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- (g) To comply with all regulations and requirements of the suppliers of utilities to the Premises.
- (h) To give the Landlord both verbal and written notice of any matter affecting the Premises where emergency action is or may be needed.

5.21 **Rights of entry**

To permit the Landlord and anyone authorised by it to enter the Premises at all reasonable times with any machinery, tools and equipment subject to compliance at all times with the entry requirements at clause 1.2(p) of this Lease and subject further to obtaining the Tenant's prior consent for any works:

- (a) to exercise any of the rights excepted and reserved out of this Lease;
- (b) to inspect the Premises including but not limited to carrying out tests and investigations (whether or not intrusive);
- (c) to carry out any relevant works or take any relevant steps pursuant to the Landlord's rights relating to the use of the Premises and Laws;
- (d) to take inventories or schedules;
- (e) to inspect or carry out works of repair, maintenance, construction, alteration or otherwise to any part of any adjoining or neighbouring property;
- (f) to affix to any suitable parts of the Premises notices relating to the disposal or acquisition of any reversionary interest or (but only during the last 6 months immediately prior to the end of the Term) the re-letting of the Premises;
- (g) in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease;
- (h) to carry out and inspect works to the Premises;
- (i) to review, monitor, audit or improve the efficiency of the consumption or use of resources involved in the development, use and/or operation of the Premises or the Environmental Performance including to carry out any works to achieve and maintain the "minimum level of energy efficiency" required for "non-domestic PR property" as both expressions are defined in the Energy Efficiency Regulations, to install and operate equipment to measure the consumption of energy, water or other resources and to install heat cost allocators under the Heat Network (Metering and Billing) Regulations 2014;
- (j) to test air conditioning systems, and/or to carry out sustainability assessments; or
- (k) to comply with any obligation to any third party having legal rights over the Premises

5.22 Comply with notices to repair

- (a) To carry out all works necessary to remedy any breach of covenant of which the Landlord has given written notice to the Tenant within 2 months (or sooner if necessary) after receipt of notice.
- (b) If the Tenant fails to comply with a notice given under clause 5.22(a) to the Landlord's reasonable satisfaction, the Landlord may (without prejudice to the Landlord's right of re-entry contained in this Lease) enter the Premises to carry out such works, and the Tenant shall pay to the Landlord within 28 days following demand all costs and expenses incurred by the Landlord in carrying out such works, such entry to be subject always to compliance with the Landlord's entry obligations within this Lease.

5.23 Costs

To pay the Landlord on all reasonably incurred costs and expenses (including bailiffs' and professional fees) incurred by the Landlord (both during and after the end of the Term):

- (a) incidental to or in proper contemplation of the preparation and service of:
 - (i) a notice under section 146 or 147 of the Law of Property Act 1925 or pursuant to a provision in this Lease and proceedings pursuant to such notices even if forfeiture is avoided otherwise than by relief granted by the Court; or
 - (ii) a schedule of dilapidations (including any documents supporting the Landlord's claim and valuation served in accordance with a relevant pre-action protocol) during or after the end of the Term;
- (b) in the recovery or attempted recovery of arrears of Rents or other sums due under this Lease from the Tenant or in the enforcement of any of the Tenant's covenants under this Lease;
- (c) dealing with any liquidator, administrative receiver, administrator, receiver or manager, supervisor or trustee in bankruptcy of the Tenant; and
- (d) in connection with any application for the consent of the Landlord whether or not granted (unless the consent is unlawfully refused or is granted but subject to unlawful conditions) and in the case of this clause 5.23(d) alone any such costs and expenses shall be reasonable and proper in amount and shall be reasonably and properly incurred.

5.24 Indemnity

To indemnify and keep indemnified the Landlord against all actions, claims, demands, reasonably incurred costs, damages, expenses, charges and liability whatsoever arising out of or in connection with:

- (a) the state of repair or condition of the Premises;
- (b) the breach of any obligation on the part of the Tenant under the terms of this Lease;
- (c) the act, omission, default or negligence of the Tenant, any undertenant or occupier of the Premises or any of their respective agents, licensees, visitors or contractors or any person under the control of any of them; or
- (d) the use and occupation of the Premises.

5.25 Yielding up

- (a) At the end of the Term:

- (i) unless otherwise requested by the Landlord to reinstate the Premises to the reasonable satisfaction of the Landlord to their condition prior to any alteration or addition made during the Term or prior to it under any previous rights of occupation and/or agreement to grant the Term or under any previous lease where this Lease is a renewal of it by agreement or by an order of the Court pursuant to the 1954 Act;
 - (ii) unless otherwise requested by the Landlord to remove all signs, tenant's fixtures and fittings and loose items from the Premises making good any damage caused by such removal to the reasonable satisfaction of the Landlord;
 - (iii) to hand over any health and safety file required to be compiled under the CDM Regulations;
 - (iv) to yield up the Premises to the Landlord with vacant possession in a state and condition consistent with the performance and observance of the Tenant's covenants and obligations under this Lease; and
 - (v) to apply to the Land Registry to remove any entry relating to this Lease or rights appurtenant to it from the Landlord's registered title and within 10 Business Days to deliver to the Landlord a copy of the application.
- (b) if the Tenant fails to comply with the provisions of clause 5.25(a), to pay to the Landlord the cost to the Landlord of remedying the breach together with a sum equal to the Rents payable under this Lease immediately prior to the end of the Term in respect of a reasonable period to remedy the breach.

5.26 **Taxation**

- (a) To pay VAT on any sums payable or supplies made under this Lease on the basis that all consideration under this Lease is exclusive of VAT (if any) and that such VAT shall be deemed to fall due on the date the relevant sum is payable or the supply is made (but that the Tenant shall be liable to pay such VAT at any time on or after such date irrespective of whether a demand for the same is made before or after such date).
- (b) To pay the Landlord within 28 days following demand any VAT payable on all sums reimbursed to the Landlord under this Lease save to the extent that the Landlord is able to recover such sums as input tax.
- (c) Not to do or omit to do anything in relation to the Premises which would or might render the Landlord liable for any tax or fiscal charge whatsoever.
- (d) To provide to the Landlord as soon as may reasonably be practicable such information and evidence as the Landlord may reasonably require to determine any matter relating to VAT in relation to this Lease and to notify the Landlord as and when they occur of changes which render that information and evidence incorrect or likely to be incorrect and references to the Landlord or the Tenant shall include references to the representative member of any VAT group to which they are party if applicable.
- (e) For the purposes of VAT in respect of any supplies of goods or services made by the Landlord under this Lease, and for so long as the Landlord has exercised the option to tax, not to use or permit the use of the Premises or act in a manner as would cause the option to tax not to have effect or to cause a supply not to be a taxable supply.

5.27 **Landlord's regulations**

To observe and perform or cause to be observed and performed the rules and regulations made from time to time by the Landlord for the orderly and proper use and security of the Premises and/or for the Improvement in Environmental Performance.

5.28 **Registration of Lease**

- (a) If this Lease is subject to registration at the Land Registry to procure that the Tenant is registered as proprietor of this Lease at the Land Registry as soon as reasonably practicable and within 10 Business Days of registration deliver to the Landlord official copies of the registered title evidencing that the Tenant is the registered proprietor.
- (b) If any right appurtenant to this Lease is subject to registration at the Land Registry to procure that it is registered at the Land Registry as soon as reasonably practicable and within 10 Business Days of registration deliver to the Landlord official copies of the registered title(s) affected.

5.29 **Title Matters**

To observe and perform the Title Matters as at the date of this Lease so far as they are subsisting and apply to the Premises.

5.30 **Replacement Guarantor and supplemental documents**

- (a) If a Guarantor becomes Insolvent or dies or has a receiver appointed under the Mental Health Act 1983, the Tenant shall (if the Landlord so requires):
 - (i) provide a new guarantor of a standing acceptable to the Landlord in place of the outgoing guarantor;
 - (ii) procure that the new guarantor enters into a deed in the terms of the covenants contained in Schedule 1 with such modifications as the Landlord may reasonably require; and
 - (iii) pay to the Landlord on demand the Landlord's reasonable and proper legal costs in connection with such deed.
- (b) The Tenant shall procure that the Guarantor joins in and gives its consent to the terms of any licence, consent, variation or other document that may be entered into by the Tenant in connection with this Lease including any Tenant's AGA.

5.31 **Insurance**

- (a) To maintain insurance in respect of the Premises with a reputable insurer (subject to such excesses, conditions and limitations as the insurers may require or the Tenant may negotiate) in accordance with the Tenant's usual insurance strategy from time to time but including at all times insurance against public liability, employer's liability and liability under the Defective Premises Act 1972.
- (b) The Tenant shall, on each anniversary of the date of this Lease, provide the Landlord with a copy of the Tenant's on-risk insurance policy which shall include the employer's liability and public liability insurance policies.
- (c) If the Premises are destroyed or damaged by any of the Insured Risks:
 - (i) to such an extent that in the Tenant's opinion it is impracticable or uneconomical to reinstate them; or
 - (ii) the Tenant has not commenced rebuilding or reinstating the Premises within two (2) years of damage or destruction for any reason beyond the reasonable control of the Tenant,

then either the Landlord or the Tenant may terminate this Lease with immediate effect by giving to the other notice to that effect, in the case of clause 5.31(c)(i), within 12

months of such damage or destruction or, in the case of clause 5.31(c)(ii), after expiry of the period of two (2) years.

- (d) Any termination of this Lease under this clause 5.31 is without prejudice to any claim in respect of any antecedent breach of the obligations under this Lease.

6. **Landlord's covenants**

The Landlord covenants with the Tenant as follows:

6.1 **Quiet enjoyment**

The Tenant may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

6.2 **Repair**

- (a) The Landlord shall at its own cost repair and maintain all landscaping within the Landlord's adjoining and neighbouring property (including but not limited to hedges, grassed area and trees) such repair and maintenance to be carried out in accordance with the principles of good estate management and shall not at any time reasonably impede or interfere with the continuous operation of the Premises by the Tenant and the use of the Access Road.
- (b) If the Landlord fails to comply with its obligations under clause 6.2(a) and/or 6.3(a) to the Tenant's reasonable satisfaction, the Tenant may enter the Landlord's adjoining or neighbouring property and the Access Road to carry out such repair or maintenance works subject always in compliance with clause 1.2(p), and the Landlord shall pay to the Tenant on demand as a debt all costs and expenses reasonably and properly incurred by the Tenant in carrying out such works.

6.3 **Access Road**

Subject to payment of the Access Costs, the Landlord shall use all reasonable endeavours to clean, repair or replace (where beyond economic repair) the Access Road. The Landlord is not liable to the Tenant in respect of any failure to clean, repair or replace the Access Road by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or any other cause beyond the control of the Landlord.

7. **Forfeiture**

7.1 The Landlord may terminate this Lease by re-entering the Premises (or a part of them in the name of the whole) itself or by an authorised agent at any time if:

- (a) the Rents or any part of them are unpaid within 28 days of being demanded; or
- (b) the Tenant does not observe or perform any of the Tenant's obligations under this Lease; or
- (c) the Tenant being a company effects a return or a reduction of capital; or
- (d) a creditor or encumbrancer of the Tenant attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Tenant's goods or assets; or
- (e) the Tenant or any Guarantor becomes Insolvent.

7.2 Re-entry in exercise of the right in clause 7.1 does not affect any other right or remedy of the Landlord for breach of covenant by the Tenant occurring before the termination of this Lease (including any breach in respect of which re-entry is made).

8. **Miscellaneous provisions**

8.1 ***Illegal parking***

- (a) The Tenant shall be entitled to take all action permitted by law against members of the public, including residents of the Estate, who park illegally or without the permission of the Tenant, within the Premises.
- (b) The Landlord shall, at its own cost, take reasonable measures to prevent illegal parking on the Premises but shall not be liable to the Tenant for any illegal parking or any costs, expenses, actions, damages or liabilities that arise as a result of any illegal parking on the Premises or as a result of any action taken by the Tenant pursuant to clause 9.1(a).

8.2 ***Co-operation***

- (a) In the event that either the Landlord or the Tenant receive complaints from any tenants or owners of residential dwellings constructed within the Estate during the Term, the parties shall work together in good faith to resolve the complaint and take reasonable steps to address the cause of the complaint;
- (b) The reasonable and proper cost of such resolution shall be borne by the Landlord PROVIDED THAT where such costs arise out of the negligent or reckless behaviour of the Tenant each party shall bear their own costs; and
- (c) The Landlord shall use reasonable endeavours to procure that any leases of residential dwellings constructed within the Estate during the Term shall include an acknowledgement that there is an operational bus layover in proximity of the relevant residential dwelling and that a degree of disturbance is possible PROVIDED THAT where it has not been possible to procure agreement of such terms within any such leases despite the Landlord using reasonable endeavours to do so, the Landlord shall ensure that on the occasion of the grant of any such lease of a residential dwelling the Landlord provides notice to the relevant tenant (to the extent that it has not already done so formally during the lease negotiations) that parts of the Estate in proximity to the relevant residential dwelling are utilised by the Tenant as a bus stand and driver welfare facility and that a degree of disturbance is possible.

8.3 ***Other property***

- (a) The Tenant is not entitled to, and the Premises do not enjoy, any right, easement or privilege which might limit or prejudice the unrestricted use of any other property for any purpose whatsoever.
- (b) No rights are granted by this Lease other than those expressly set out in clause 3 and for the avoidance of doubt the operation of section 62 of the Law of Property Act 1925 is excluded from this Lease.
- (c) The Tenant has no benefit of and no right to control the enforcement or the proposed release or modification of any covenants, obligations or any other matter relating to any other property.

8.4 ***Conduits and party walls***

- (a) The Landlord may from time to time change the location area or arrangements for use by the Tenant of the Conduits so long as there remain available for the benefit of the Premises rights reasonably commensurate with those granted by this Lease.

- (b) The Landlord may temporarily suspend the rights granted for the benefit of the Tenant in this Lease where necessary to enable essential repair or maintenance work to be carried out provided that the Landlord may not at any time impede access to the Premises other than in case of emergency when disruption to such as access is unavoidable.
- (c) Any wall separating the Premises from any adjoining property is a party wall and repairable as such.

8.5 **Compensation**

The Tenant is not entitled to claim any compensation from the Landlord whether on vacating the Premises or otherwise unless and to the extent that any statutory right to compensation precludes the operation of this clause.

8.6 **Liability**

- (a) To the extent permitted by law the Landlord is not liable:
 - (i) to the Tenant or any occupier of the Premises for any accident, injury, damage or loss however arising; or
 - (ii) to the Tenant for any failure to perform any of its obligations under this Lease unless and until the Tenant has notified the Landlord in writing of the facts constituting such default and the Landlord has failed to remedy the default within a reasonable time.
- (b) To the extent that the obligations on the Landlord contained or implied in this Lease relate to any time after a person has parted with the whole of its interest in the reversion immediately expectant on the end of the Term, they shall not be binding on or enforceable against that person after that person has parted with the whole of its interest in the reversion.

8.7 **No warranty**

No warranty is given by the Landlord that the Premises can lawfully be used for any purpose authorised by this Lease or otherwise.

8.8 **Abandoned goods**

In addition to any other remedy available to the Landlord if any fixtures, furniture or other items are left in the Premises at the end of the Term and the Tenant does not remove them within 3 Business Days of being requested to do so then the Landlord may (without any obligation as trustee or bailee) sell such property as agent of the Tenant and hold the sale proceeds after deduction of the proper costs of removal, storage and sale on trust for the Tenant.

9. **Landlord and Tenant (Covenants) Act 1995**

- 9.1 The clauses of this Lease shall only take effect insofar as they do not contravene the provisions of the 1995 Act.
- 9.2 Insofar as any provisions of this Lease contravene the provisions of the 1995 Act the relevant provisions (or if applicable, the relevant parts of them) are deemed to be deleted so far as necessary to ensure such compliance.
- 9.3 Any such deemed deletion does not affect the remaining provisions of this Lease.

10. Tenant's break option

- 10.1 The Tenant may terminate this Lease on any Tenant Break Date by giving to the Landlord not less than 12 months' prior written notice provided that the following pre-conditions are satisfied:
- (a) on the relevant Tenant Break Date, the Tenant has paid any sum properly payable by the Tenant to the Landlord pursuant to this Lease that has been demanded in writing not less than 28 days prior to the relevant Tenant Break Date (to the extent that such sum is not subject to a bona fide dispute); and
 - (b) on the relevant Tenant Break Date, the whole of the Premises are given back to the Landlord free of the Tenant's occupation and without any continuing underleases or rights of occupation.
- 10.2 The Landlord may waive any of the pre-conditions referred to in clause 10.1 at any time before the relevant Tenant Break Date by notifying the Tenant to that effect.
- 10.3 Termination of this Lease under this clause 10 shall not affect the rights of any party in respect of any prior breach of an obligation in this Lease.
- 10.4 Time is of the essence for the purposes of this clause 10.
- 10.5 If this lease terminates in accordance with this clause 10 then within 20 Business Days of the relevant Tenant Break Date the Landlord shall refund to the Tenant the proportion of the Access Costs together with any VAT paid in advance attributable when apportioned pro-rata on a daily basis to any period after the relevant Tenant Break Date.

11. Landlord's break option

- 11.1 The Landlord may terminate this Lease on any Landlord Break Date by giving to the Tenant not less than 12 months' prior written notice provided that one or other of the following pre-conditions are satisfied:
- (a) The Landlord has received written notice from the Tenant which confirms that the Tenant no longer wishes to use the Premises for the Permitted Use; or
 - (b) The Tenant has not used the Premises for the Permitted Use for a continuous period of not less than 12 months.
- 11.2 Termination of this Lease under this clause 11 shall not affect the rights of any party in respect of any prior breach of an obligation in this Lease.
- 11.3 Time is of the essence for the purposes of this clause 11.
- 11.4 If this lease terminates in accordance with this clause 11 then within 20 Business Days of the Landlord Break Date the Landlord shall refund to the Tenant the proportion of the Access Costs paid in advance attributable when apportioned pro-rata on a daily basis to any period after the Landlord Break Date.

12. Notices

- 12.1 Any notice sent to a party under this Lease must be in writing.
- 12.2 Any notice or document sent to a party under this Lease shall be validly given if it is sent by hand (including by commercial courier) or by pre-paid registered or recorded post addressed to the relevant party at:
- (a) the address of the relevant party as set out on page 1 or as otherwise notified in writing to the other party from time to time on at least 5 Business Days' notice; or

- (b) the relevant party's registered office in the United Kingdom or (if the relevant party does not have a registered office in the United Kingdom), to that party's last known place of business in the United Kingdom; or
 - (c) in the case of the Tenant, the Premises.
- 12.3 A notice or document sent in accordance with clauses 12.1 and 12.2 is deemed to have been given:
 - (a) at the time of delivery if delivered by hand provided that if the delivery does not take place on a Business Day or takes place after 17:00, the notice shall be deemed to have been given at 09:00 on the next Business Day; or
 - (b) at 09:00 on the second Business Day after posting, if posted.
- 12.4 Where more than one copy of a notice or a document is sent to the same party by different means, the earliest time at which such notice or document is given or deemed to have been given shall apply.
- 12.5 If the Tenant consists of more than one person then a notice to one of them is notice to all.
- 12.6 This clause shall not apply to the service of any proceedings or to the service of any other documents in any legal action.
- 13. **Exclusion of third party rights**

Unless expressly provided in this Lease, no express term of this Lease or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14. **Governing law and jurisdiction**
 - 14.1 This Lease and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
 - 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Lease, its subject matter or formation unless any such dispute or claim is dealt with pursuant to clause 14.1.

In witness this Lease has been executed and delivered as a deed on the date appearing at the head of the Prescribed Clauses.

Schedule 1 | Guarantor covenants

1. Guarantee and indemnity and obligation to take New Lease

1.1 The Guarantor guarantees to the Landlord:

- (a) that throughout the Liability Period the Tenant shall duly and punctually pay the Rents and other sums payable under this Lease and any interim rent determined under the 1954 Act and observe and perform the tenant covenants in this Lease and if the Tenant defaults, the Guarantor shall on demand pay or observe and perform them as if it were principal obligor; and
- (b) that at all times when the Tenant is bound by a Tenant's AGA, the Tenant shall duly and punctually observe and perform its obligations under the Tenant's AGA and if the Tenant defaults, the Guarantor shall on demand observe and perform them (including any obligation to enter into a new lease of the Premises) as if it were principal obligor.

1.2 As a separate and independent obligation, the Guarantor covenants with the Landlord to indemnify and keep indemnified the Landlord against all losses, actions, claims, demands, costs, damages, expenses, charges and liability whatsoever incurred by the Landlord arising out of or in connection with any failure by the Tenant to:

- (c) pay any of the Rents or other sums payable under this Lease including any interim rent determined under the 1954 Act or to observe and perform any of the tenant covenants in this Lease during the Liability Period; or
- (d) observe and perform its obligations under the Tenant's AGA;

1.3 The Guarantor further covenants with the Landlord:

- (a) at the request of the Landlord to join in and give its consent to the terms of any licence, consent, variation or other document that may be entered into by the Tenant in connection with this Lease including any Tenant's AGA; and
- (b) if the Tenant enters into a Tenant's AGA, to give a guarantee of that Tenant's AGA to the Landlord, such guarantee to be by deed, to take effect no later than that Tenant's AGA and to incorporate the provisions of this Schedule with such modifications as the Landlord may reasonably require.

1.4 Except to the extent that the liability of the Guarantor is affected by section 18 of the 1995 Act, the Guarantor's liability under this Lease shall apply to:

- (a) the Rents as varied and any interim rent determined under the 1954 Act; and
- (b) the tenant covenants in this Lease as varied.

2. Guarantor's liability

2.1 The liability of the Guarantor under this Schedule shall not be released or diminished by:

- (a) any time, concession or indulgence given by the Landlord to the Tenant;
- (b) any neglect, delay or forbearance of the Landlord in enforcing the Tenant's obligations under this Lease or in enforcing the obligations of any party under a Tenant's AGA;
- (c) any refusal by the Landlord at any time to accept any Rents or other payment due under this Lease (whoever it is tendered by or on behalf of) or any failure to demand such payment following the breach of any obligation where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises;

- (d) the Landlord exercising any right or remedy against the Tenant for any breach of the Tenant's obligations under this Lease;
- (e) the Landlord taking any action or refraining from taking any action in connection with any security held by the Landlord in respect of the Tenant's obligations under this Lease (including the release of any such security);
- (f) any legal limitation, death, incapacity, disability or change in the constitution or status of any party to this Lease;
- (g) any invalidity, illegality or irregularity of any of the Tenant's obligations under this Lease (or any Tenant's obligations under a Tenant's AGA) or the unenforceability of any of them for any reason against the Tenant;
- (h) any amalgamation or merger by any party to this Lease with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of any party to this Lease by any other person;
- (i) any party to this Lease being dissolved or being struck off the register of companies or otherwise ceasing to exist;
- (j) any party to this Lease becoming Insolvent;
- (k) without prejudice to paragraph 3.3, the occurrence of a Relevant Event;
- (l) except to the extent that the liability of the Guarantor is affected by section 18 of the 1995 Act, any reviews of the Yearly Rent payable under this Lease or any variation of this Lease or any licence or any consent issued by the Landlord or the Tenant (whether under the terms of this Lease or not) to do any act or thing in relation to the Premises (save that a surrender of part shall terminate the Guarantor's future liability in respect of the surrendered part only);
- (m) if any party to this Lease is more than one person, a release or compromise of the liability of any one of those persons or the grant of any time, concession or indulgence to any of them; or
- (n) any other act, omission or thing whatsoever as a result of which, but for this provision, the Guarantor's liability under this Lease would be reduced or discharged except an express written release by deed of the Guarantor by the Landlord or a release effected by virtue of the 1995 Act.

3. Payments, postponement of claims and participation in security

- 3.1 The Guarantor covenants with the Landlord to pay any sum payable by the Guarantor to the Landlord under this Lease without any deduction, set off or counterclaim against the Landlord or the Tenant.
- 3.2 The Guarantor further covenants with the Landlord, in each case until all the Tenant's obligations under this Lease and all the Guarantor's obligations under this Lease have been fully performed or discharged:
 - (a) not to exercise any right or remedy that it may have against the Tenant in respect of any amount paid or any other obligation performed by the Guarantor under its obligations under this Lease or claim any contribution from any other guarantor;
 - (b) not to claim or participate in any security held by the Landlord in respect of the Tenant's obligations under this Lease or stand in the place of the Landlord in respect of any such security; and

(c) not to claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant and to hold on trust for the Landlord and remit to the Landlord the proceeds of all judgments and distributions it may receive from such proceedings or arrangement.

3.3 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the Tenant's obligations under this Lease and the Guarantor's obligations under this Lease.

3.4 The Guarantor warrants to the Landlord that it has not taken and covenants not to take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor and that if it does take or hold any such security, it shall hold it for the benefit of the Landlord until all the Tenant's obligations under this Lease and all the Guarantor's obligations under this Lease have been fully performed or discharged.

4. **Waiver by Guarantor**

The Guarantor waives any right to require the Landlord to make any demand of the Tenant or take any action to claim under or enforce the Tenant's obligations under this Lease or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantor.

5. **Continuing security**

5.1 The Guarantor's obligations under this Lease shall at all times be continuing security and shall cover the ultimate balance of all monies payable by the Tenant to the Landlord under the Tenant's obligations under this Lease irrespective of any intermediate payment or discharge of such obligations.

5.2 The Guarantor's obligations under this Lease are in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to observe and perform the Tenant's obligations under this Lease. It shall not merge in or be affected by any other security.

6. **New Lease**

6.1 The Guarantor covenants with the Landlord that if the Landlord gives the Guarantor written notice within 6 months of the Landlord receiving written notice of a Relevant Event the Guarantor shall take a New Lease of the Premises provided that if there is any conflict between this paragraph 6 and the requirements of section 16 of the 1995 Act, the requirements of the 1995 Act shall prevail.

6.2 The new lease shall:

(d) take effect from the date of the Relevant Event;

(e) be for a term that expires on the same date as the term granted by this Lease;

(f) (subject to paragraph 6.3) reserve as the yearly rent (the "Principal Rent") an amount equal to the Yearly Rent reserved by this Lease on the date of the Relevant Event; and

(g) otherwise be on terms no more onerous than the terms of this Lease (as varied, save in respect of variations for which the Guarantor is not liable by virtue of section 18 of the 1995 Act).

6.3 If on the date of the Relevant Event, the Yearly Rent reserved by this Lease has been abated or suspended then for the purposes of the new lease, the Principal Rent shall be the sum which would have been payable under this Lease at the date of the Relevant Event, had there been

no such abatement or suspension, but without prejudice to the provisions relating to abatement or suspension of rent contained in the new lease.

- 6.4 If the Landlord does not require the Guarantor to take a New Lease under paragraph 6.1, the Guarantor shall pay to the Landlord on demand a sum equal to the Rents and other sums that would have been payable under this Lease but for the occurrence of the Relevant Event in respect of the period starting on the date of the Relevant Event and ending on the expiry of 6 months from such date or on the date when the Landlord re-lets the whole of the Premises, whichever is the earlier provided that for the purposes of this paragraph 6.4, the Premises shall not be deemed to have been re-let until the expiry of any rent free period granted by the Landlord to the ingoing tenant.
- 6.5 The Guarantor shall pay to the Landlord on demand and on a full indemnity basis all costs, fees, disbursements and expenses of the Landlord (including those of the Landlord's professional advisers and agents and those of any superior landlord and any mortgagee) in connection with the grant of any New Lease.

<p>Executed as a Deed by Avanton Richmond Developments Limited</p> <p>acting by a director in the presence of a witness who also attests their signature</p>	<p>.....</p> <p>Director</p>
	<p>.....</p> <p>Witness</p>
<p>Witness Name</p>	
<p>Witness Address</p>	
<p>Witness Occupation</p>	

EXECUTED AS A DEED by **London Bus Services Limited** acting by its attorney

Name: _____

Signature of Attorney

in the presence of:

Signature of witness

Witness name (IN BLOCK CAPITALS):

Witness address:

.....
.....
.....

Annexure 1 | Plan 1



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ


MAYOR OF LONDON

Manor Road Bus Station

 Existing Manor Road Bus Station

TfL accept no responsibility for any circumstances, which arise from the reproduction of this map after alteration, amendment or abbreviation or if it is issued in part or is issued incomplete in any way.

Date	13/12/2023
Initials	AGW
Drg. No.	JF_ManorRd_v2
Rev	0
Scale	1:500 at A4



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Annexure 2 | Plan 2

Annexure 3 | Plan 3

H.M. LAND REGISTRY

TITLE NUMBER

TGL45415

ORDNANCE SURVEY
PLAN REFERENCE

TQ 1875 K

Scale
1/1250

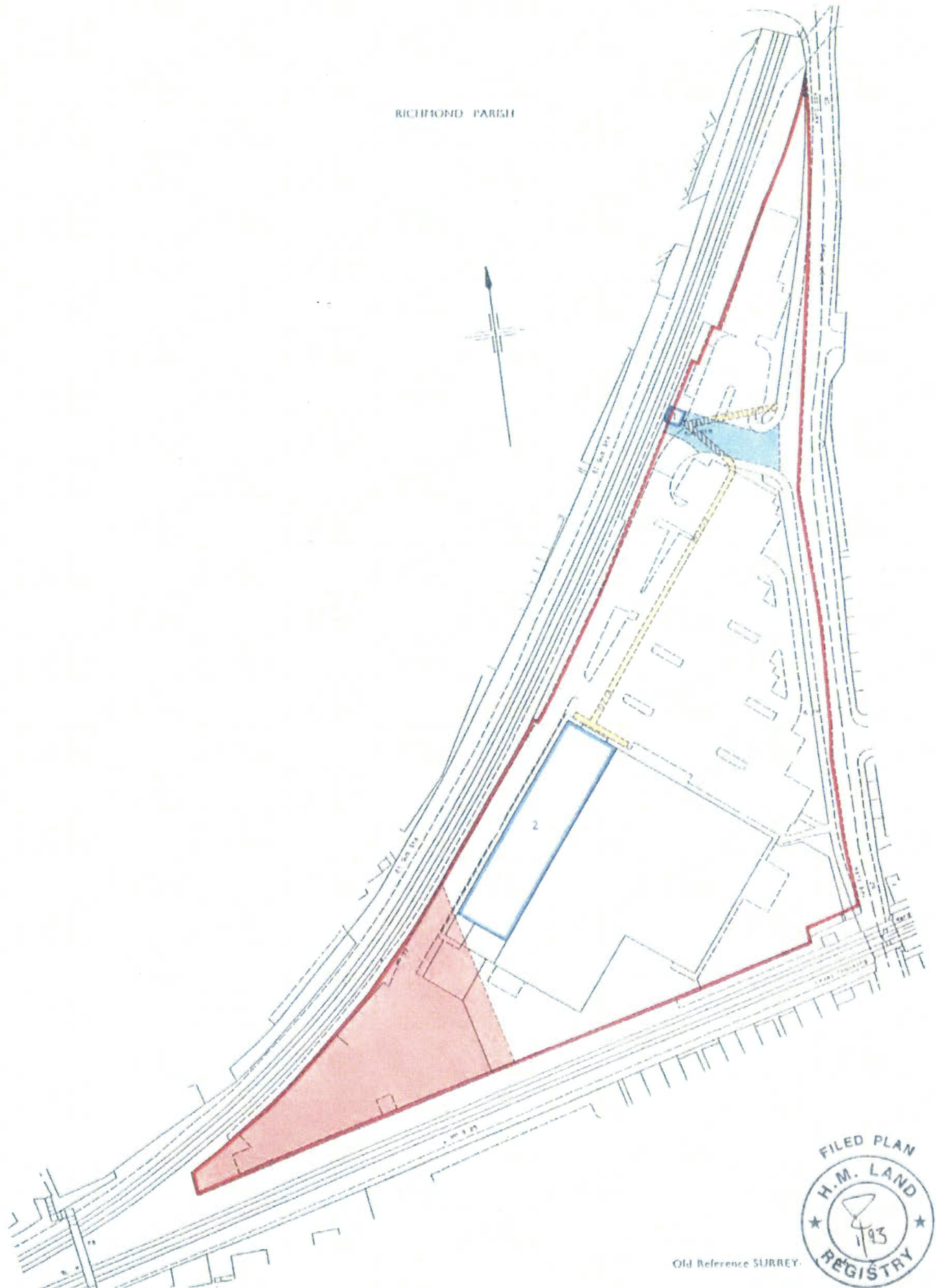
COUNTY GREATER LONDON

BOROUGH OF RICHMOND upon THAMES

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RICHMOND PARISH



Old Reference SURREY.

APPENDIX 2

Highway Works

1. The repaving and widening of the footway (including dedication and adoption of private land adjacent to the existing footway as new highway) on the western side of Manor Road along the eastern frontage of the site as shown indicatively on Plan 4
2. The implementation of new dropped kerbs and tactile paving at the existing and proposed vehicular access to and egress from the site as shown indicatively on Plan 4
3. Pedestrian refuge south of the site access on Manor Road including tactile paving on the existing footway (on the eastern and western footways on Manor Road) and at the existing pedestrian refuge itself

APPENDIX 3
Nominations Agreement

Nomination agreement

dated 201[]

Parties

- (1) **The Mayor and Burgesses of the London Borough of Richmond upon Thames** of the Civic Centre of 44 York Street Twickenham TW1 3BZ (the **Council**); and
- (2) **XXXXXX** (registration number **XXXX**) of **XXXXXX** registered with the TSA and an Industrial and Provident Society under **XXXXXX** (the **Association**).

Introduction

- (A) Units and other land are to be built substantially in accordance with planning permission (with ref number []) (as varied or amended) (**Planning Permission**) for occupation by persons within the Association's charitable objects.
- (B) The Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided.

Agreed terms

1 Definitions and Interpretations

Availability Notice means the notices referred to at clauses 3.1 and 3.2;

Grounds for Refusal means the relevant nominee:

- (a) has physically assaulted any member of staff of the Association or its agents or contractor at any time within a period of two years prior to the nomination being made; or
- (b) is a sex offender who requires rehousing and to whom the Council owes a statutory duty and any provisions of a protocol agreed between the parties from time to time allow the Association to refuse to house such nominee; or
- (c) is in the Association's reasonable opinion persons whom it would not be proper for the Association as a charity to house;

Nomination Notice means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees;

Nomination Period means 80 years from the date of practical completion of the Units;

Nominees means persons nominated by the Council for the purposes of this Agreement;

Non-True Voids means as defined in Schedule 1;

Property means the Site and the Units;

Relevant Nominee means Nominees to whom the Association shall offer a Unit on the Site in accordance with clause 5 hereof which shall be nominees assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies;

RSL means a nonprofit private registered provider of social housing pursuant to the Housing and Regeneration Act 2008;

Site means part of the land and buildings to be erected on the land known as land at [], shown [edged red] on the plans attached;

True Voids means a vacancy created in any of the circumstances set out in the Schedule 1 hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"; and

Units means the affordable housing residential units to be managed and provided by the Association on the Site (as set out in the Schedule 2 hereto).

2 The Association hereby covenants with the Council that in respect of the initial lettings under this agreement the Council shall have rights to nominate up to 100% of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agreed to waive or relinquish such rights of nomination.

3 The Association shall give to the Council:

3.1 In the case of an initial letting of any Unit not less than six weeks written Notice of the actual completion of such Unit and its availability for letting; and

3.2 in the case of any Unit being a True Void becoming subsequently available for letting at least ten days written Notice of such availability.

4 Within ten days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice.

5 The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee.

6

6.1 If:

6.1.1 no Nomination Notice is served by the Council within the ten days referred to in clause 4; or

6.1.2 one of the Grounds for Refusal applies to the relevant nominee; or

6.1.3 the Relevant Nominee refuses or fails to accept the offer of a tenancy within seven days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices each such further and

subsequent Nomination Notice to be served within a period of 20 days of the date of the Association's original Availability Notice.

- 6.2 Where following the procedure in clause 6.1:
- 6.2.1 no subsequent Nomination Notices are served by the Council within the period referred to in clause 6.1; or
 - 6.2.2 one of the Grounds for Refusal applies to the relevant nominee; or
 - 6.2.3 the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within three days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing.
- 7 The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto.
- 8 For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association transfers all or part of the freehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a Shared Ownership Lease by the Association.
- 9 For the avoidance of doubt, **it is hereby agreed and declared** that the provisions of this Agreement are entered into pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:
- 9.1 not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.2 cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.3 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RSL) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.
- 10 Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time **provided always** that any notice to be served by either party may be served by such party's Solicitors.
- 11 The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

1 Definition of True Void

- 1.1 Vacancies created through tenant transfer to another Borough where no reciprocal arrangements exists.
- 1.2 Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists.
- 1.3 Vacancies arising as a result of the death of a tenant where there is no statutory right to succession.
- 1.4 Vacancies arising through tenants buying their own property in the private sector.
- 1.5 Vacancies arising as a result of the tenant having been evicted or abandoning a Unit.
- 1.6 Vacancies arising as a result of a tenant who has been permanently decanted returning to his former home.
- 1.7 Vacancies arising through tenant transfer within the Association's own stock.
- 1.8 Vacancies arising as a result of a tenant who has previously been decanted.

2 Definition of Non-True Void

- 2.1 Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home.
- 2.2 Vacancies arising as a result of a tenant being rehoused via the Housing Association "Homes" scheme or other equivalent.
- 2.3 Vacancies arising as a result of a tenant being rehoused by another Borough where a reciprocal arrangement exists.

Schedule 2

[Details of tenure mix] constructed in accordance with the Planning Permission (or such other units as may be permitted by the Planning Permission (as varied or amended)).

executed as a deed by affixing the Common)
Seal of XXXXXX)
in the presence of:)

[Common seal]

Authorised signatory

Authorised signatory

executed as a deed by affixing the Common)
Seal of **The Mayor and Burgesses of the**)
London Borough of Richmond upon)
Thames)
in the presence of:

[Common seal]

Authorised signatory

Authorised signatory

APPENDIX 4

Worked Example of Council Grant Funding Review

Pursuant to the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3, the Council and the Owner shall have regard to, for illustrative purposes only, the worked examples set out below:

Open Market Units to London Shared Ownership

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person Open Market home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£355,000) and the Unit Benchmark Value (£650,000) being £295,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£295,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

Open Market Units to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£185,000) and the Unit Benchmark Value (£650,000) being £465,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£465,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

London Living Rent to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person London Living Rent home in Core CA as being £265,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the reduction in value of the Council Grant Funded Unit is £95,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount associated with this

reduced value (£170,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £265,000)).

APPENDIX 5

Residential and Commercial Development Adjusted Mode Shares

<i>Method of Travel to Work</i>	<i>%</i>
<i>Underground, Metro, Light Rail, Tram</i>	<i>32.7%</i>
<i>Train</i>	<i>27.1%</i>
<i>Bus, Minibus or Coach</i>	<i>11.3%</i>
<i>Taxi</i>	<i>0.3%</i>
<i>Motorcycle, Scooter or Moped</i>	<i>2.5%</i>
<i>Driving a Car or Van</i>	<i>2.9%</i>
<i>Passenger in a Car or Van</i>	<i>0.1%</i>
<i>Bicycle</i>	<i>8.9%</i>
<i>On Foot</i>	<i>13.0%</i>
<i>Other Method of Travel to Work</i>	<i>1.2%</i>