

**DATED** 2025

- (1) THE GREATER LONDON AUTHORITY**
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**
- (3) NETWORK RAIL (VY1) LIMITED**
- (4) NETWORK RAIL (VY2) LIMITED**
- (5) ST THOMAS BERMONDSEY LIMITED**
- (6) BENJAMIN VICTOR SHEDDEN SCRIMGEOUR AND GEOFFREY HAWKES**

---

**DEED OF AGREEMENT**

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

---



Pinsent Masons

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

SCHEDULE 6 - FINANCIAL CONTRIBUTIONS	42
SCHEDULE 7 - EMPLOYMENT	43
SCHEDULE 8 - HIGHWAYS AND TRANSPORT	46
SCHEDULE 9 - PUBLIC REALM & APPOINTED ARCHITECTS	48
SCHEDULE 10 - THE GLA'S AND THE COUNCIL'S COVENANTS	51
APPENDIX 1 - SITE PLAN	
APPENDIX 2 - MEDICAL FACILITY HEADS OF TERMS	
APPENDIX 3 - COMMUNITY SPACE PLAN	
APPENDIX 4 - PUBLIC REALM PLANS	
APPENDIX 5 - HIGHWAY WORKS PLAN	
APPENDIX 6 - AFFORDABLE WORKSPACE HEADS OF TERMS	
APPENDIX 7 - AFFORDABLE WORKSPACE SPECIFICATION	
APPENDIX 8 - AFFORDABLE WORKSPACE PLANS	
APPENDIX 9 - COMMUNITY SPACE MINIMUM REQUIREMENTS	
APPENDIX 10 - SC1 LIFE SCIENCE & INNOVATION DISTRICT OPERATORS	
APPENDIX 11 - MEDICAL/R&D FACILITY FLOORSPEACE PLANS	

THIS DEED OF AGREEMENT is made on

2025

**BETWEEN:-**

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London SE1 2AA (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street, London SE1 2TZ (the "**Council**");
- (3) **NETWORK RAIL (VY1) LIMITED** (company registration number 08470403) whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW;
- (4) **NETWORK RAIL (VY2) LIMITED** (company registration number 08470404) whose registered office is at Waterloo General Office, London, United Kingdom, SE1 8SW;  
  
(Network Rail (VY1) Limited and Network Rail (VY2) Limited together "**Network Rail**" and together with the Developer, the "**Owner**");
- (5) **ST THOMAS BERMONDSEY LIMITED** (company registration number 10878051) whose registered office is at 1st Floor, 1 Red Place, London W1K 6PL (the "**Developer**"); and
- (6) **BENJAMIN VICTOR SHEDDEN SCRIMGEOUR** and **GEOFFREY HAWKES** of 15 Park Street, London SE1 9AB (the "**Mortgagee**").

**WHEREAS:-**

- (A) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.
- (B) The Council remains the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area in which the Site is located and in accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (C) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act and the GLA confirms that this Deed is the sole planning agreement which secures the planning obligations in respect of the Planning Permission.
- (D) Network Rail is registered at HM Land Registry as proprietor of the freehold interests in that part of the Site registered under title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.
- (E) The Developer has entered into a sale and purchase agreement with Network Rail dated 21 November 2017 for the acquisition of the freehold interests in that part of the Site registered under title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.
- (F) The Mortgagee is the registered proprietor of the charge dated 19 April 2013 referred to in the charges register of title numbers TGL378354, 311983, 119753, TGL307484, SGL285669 and SGL447159.
- (G) On 24 December 2018, the Developer submitted the Planning Application to the Council for the redevelopment of the Site to include the demolition of the existing buildings and the erection of a building up to 20 storeys in height and a 3 storey pavilion building with 3 basement levels across the site providing use classes A1/A2/A3/A4/B1/D2 and sui generis performance venue, cycle parking, servicing, refuse and plant areas, public realm (including soft and hard landscaping) and highway improvements and all other associated works.

- (H) The Council resolved at a meeting of its Planning Committee on 29 June 2020 to refuse planning permission pursuant to the Planning Application.
- (I) On 24 August 2020, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Planning Application. Amendments sought by the Developer following the Council's refusal of the Planning Application include: (i) the provision of medical or research and development floorspace; (ii) increasing the affordable workspace provision; (iii) the retention of the existing warehouse to accommodate retail and community space; (iv) the removal of the music venue and subsequent reconfiguration of the proposed building layouts and public realm and provision of public garden space; (v) revising the massing and height to facilitate the increased floor to ceiling heights required for the proposed medical/ research and development uses. On 21 December 2021, the Deputy Mayor of London notified the Council that it would continue to act as the local planning authority for the purposes of determining the Planning Application for the Development.
- (J) At a representation hearing held on 27 May 2022, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development. Given the length of time that has passed since the representation hearing, an update report was provided to the Mayor of London prior to the parties entering this Deed and the Mayor of London confirmed his previous resolution of 27 May 2022 still stands.
- (K) The Parties enter into this Deed to secure the planning obligations contained within it and to enable the GLA acting as the local planning authority to grant the Planning Permission for the Development.
- (L) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary, directly related to the Planning Application, fairly and reasonably related in scale and kind to the Planning Application and are reasonable in all other respects and as such enforceable by the GLA and the Council.
- (M) In respect of the TfL Contributions, the GLA confirms, as the local planning authority, that the TfL Contributions should, in the interests of administrative efficiency, be paid directly to TfL on behalf of the GLA and that is not intended that any of the TfL Contributions shall be paid in duplicate to both the GLA as well as TfL.

**IT IS AGREED** as follows:-

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 In this Deed:-

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

**"Affordable Workspace"**

means a total of 3,067 sq. m (GIA) of the Development provided by the Developer in accordance with the obligations in Schedule 3 as affordable workspace (the details of which are to be approved by the Council pursuant to the Affordable Workspace Strategy) and which consists of:-

- (a) 842 sq. m (GIA) which is located on Basement Level 1 and Basement Mezzanine ("**General Affordable Workspace**");
- (b) 1,190 sq. m (GIA) located on Basement Level 1 and Basement Mezzanine proposed to be let to Southwark Studios or another Affordable Workspace Provider ("**Discount Affordable Workspace**"); and
- (c) 1,035 sq. m (GIA) located on the Ground Floor Mezzanine ("**D1/B1(b) Affordable Workspace**")

and each of the above shall comprise a "**Part**" of the Affordable Workspace for the purposes of Schedule 3 unless the context provides otherwise

**"Affordable Workspace Lease"**

means one or more lease(s) for each Part of the Affordable Workspace to be entered into by the Owner and the Affordable Workspace Provider and which is substantially in accordance with the AWS Heads of Terms (as applicable to such Part) or such other terms as may be agreed by the Council

**"Affordable Workspace Provider"**

means either (a) a workspace provider included on the Council's published Workspace Provider List; (b) a charity or community benefit society with experience of providing affordable workspace; (c) the Hospital; (d) Southwark Studios; or (e) such other organisation as may be approved by the Council

**"Affordable Workspace Specification"**

means a detailed design specification for each Part of the Affordable Workspace to be submitted by the Owner to the Council for approval and which shall include but not be limited to detailed scaled plans and drawings, samples of material to be used and which meets the minimum requirements set out in Appendix 6 to this Deed

**"Affordable Workspace Strategy"**

means a strategy for each Part of the Affordable Workspace to be submitted by the Owner to the Council for approval and which includes but shall not be limited to:-

- (a) governance arrangements and objectives;
- (b) eligibility criteria (in accordance with the definition of End User);
- (c) the arrangements to ensure the space is provided as affordable workspace;
- (d) hours of operation/access;

- (e) occupation types including but not limited to membership, number of fixed desks and spatial layout;
- (f) licence terms including the fees payable by End Users and the proposed length of tenure;
- (g) communal/events spaces;
- (h) business support to be offered (such as training, mentoring, access to finance, connecting businesses and organisations using the Affordable Workspace with local corporations and facilitation of networking);
- (i) community use and specific examples of activities to be provided to support the local community such as volunteering projects or pro bono services; and
- (j) marketing strategy

**"Affiliate"**

means in relation to any company:

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

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

**"Agreed Carbon Targets"**

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

**"Appointed Architects"**

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

**"Archaeology Contribution"**

means the sum of £11,171 (eleven thousand one hundred and seventy one pounds) sterling Index Linked to be paid by the Owner to the Council and applied by the Council towards archaeological research, investigation and protection within the vicinity of the Site in accordance with paragraph **Error! Reference source not found.** of Schedule 6 of this Deed

**"AWS Heads of Terms"**

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

<b>"Basement Level 1"</b>	means that part of the Development identified for illustrative purposes as "B1 AFFORDABLE WORKSPACE" and shaded blue on plan number SK-102 rev 00 which is attached at Appendix 8 to this Deed
<b>"Basement Mezzanine"</b>	means that part of the Development identified for illustrative purposes as "B1 AFFORDABLE WORKSPACE" and shaded blue on plan number SK-103 rev 00 which is attached at Appendix 8 to this Deed
<b>"Building Regulations"</b>	means the Building Regulations 2010 (as amended by the Building (Amendment) Regulations 2013)) and any variation and replacement thereof
<b>"Bus Improvements Contribution"</b>	means the sum of £270,000 (two hundred and seventy thousand pounds) sterling Index Linked to be paid by the Owner direct to TfL on behalf of the GLA for the provision of new and/or enhanced bus service improvements in the vicinity of the Site and/or new or improved bus stops and routes between these new or improved bus stops and the Development in accordance with paragraph 3.1 of Schedule 6 to this Deed
<b>"Carbon Green Fund Contribution"</b>	means the sum of £371,070 (three hundred and seventy one thousand and seventy pounds) sterling Index Linked or in the event that none of the Medical/R&D Facility Floorspace is used or to be used as a Medical Facility the sum of £360,810 (three hundred and sixty thousand eight hundred and ten pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.1 of Schedule 6 to this Deed and applied by the Council towards carbon mitigation measures within the Borough including but not limited to the installation of photovoltaic panels to existing buildings, insulation, tree planting, LED light bulb exchanges, homeowner grants to replace boilers and community projects
<b>"Commence"</b>	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in section 56(4) of the 1990 Act in respect of the Development and <b>"Commenced"</b> and <b>"Commencement"</b> shall be construed accordingly
<b>"Commercial Floorspace"</b>	means eight thousand three hundred and ninety-seven (8,397) square metres (GIA) of commercial floorspace to be provided within the Development comprising of Use Classes B1, A1, A2, A3, A4, D1, D2 and sui generis
<b>"Community Space"</b>	means the 180 square metres (GIA) of multi-functional community space located on the first floor of the warehouse within the Development as shown for illustrative purposes shaded pale purple, with illustrative access routes identified in red dotted arrows, on plan number SK-105 rev 00 which is attached at Appendix 3 to this Deed to be provided for the duration of the Development
<b>"Community Space Minimum Requirements"</b>	means the minimum requirements for the Community Space attached at Appendix 9 to this Deed



**"Community Space Operator"**

means a charity, not for profit organisation or such other body approved by the Council to operate and manage the Community Space

**"Community Space Specification"**

means a detailed design specification of the Community Space to be submitted by the Owner to the Council for approval and which shall include but not be limited to detailed scaled plans, layout, design and drawings, samples of materials to be used and which is unless otherwise agreed by the Council to be substantially in accordance with the Community Space Minimum Requirements

**"Community Space Strategy"**

means a community space strategy to be prepared by the Owner or Community Space Operator and submitted to the Council for approval and which shall include but not be limited to:-

- (a) the terms upon which the Community Space shall be/has been leased to a Community Space Operator;
- (b) the arrangements to provide the Community Space as a multi-functional community space;
- (c) details of the operating arrangements and timetabling of sessions for the Community Space and details of any charges proposed to be levied by the Community Space Operator, it being agreed that the intention is for access to the community to be free of charge, but reasonable charges may be levied by the Community Space Operator to cover its running and management costs; and
- (d) the arrangements to promote the availability of the Community Space to Local Community Groups and the community

and as may be varied from time to time with the approval of the Council

**"Complete"**

means:-

- (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Appointed Architects or other project consultant designated by the Owner for that purpose; and
- (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Appointed Architects or other project consultant designated by the Owner for that purpose

and **"Completed"** and **"Completion Date"** shall be construed accordingly

<b>"Connection Notice"</b>	means a written notice served on the Owner by the Council pursuant to paragraph 2.5 of Schedule 5 seeking connection of the Development to the District Heating Network
<b>"Construction Industry Apprenticeships"</b>	means apprenticeships operating under a statutory apprenticeship agreement (or such other programme as may be approved by the Council) to be provided in construction related trades and occupations on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services, during the period of construction of the Development
<b>"Construction Industry Employment Contact"</b>	means a named individual who is either an employee provided by the Owner or a contractor appointed by the Owner and who shall be based with the team contracted to construct the Development during the construction phase and whose role shall be to provide such training and support as is necessary to enable Unemployed Borough Residents to access Sustained Construction Industry Employment in accordance with the Employment and Skills Methodology
<b>"Construction Industry Employment Contact Period"</b>	means the period of time from Implementation until Completion of the Development
<b>"Construction Industry Employment and Training Contribution"</b>	means the sum as calculated by the Council in accordance with the formula in paragraph 1.6 of Schedule 7 to this Deed which may be payable by the Owner to the Council in accordance with paragraph 1.7 of Schedule 7 to this Deed and, if paid, is to be expended by the Council upon supporting Unemployed Borough Residents, including but not limited to, the provision of appropriate training, in order for Unemployed Borough Residents to access Sustained Construction Industry Employment
<b>"Construction Industry Employment and Training Report"</b>	means a quarterly report to the Council about the work of the Construction Industry Employment Contact including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of Schedule 7 to this Deed
<b>"Contributions"</b>	means the:- <ul style="list-style-type: none"> <li>(a) Archaeology Contribution;</li> <li>(b) Bus Improvements Contribution;</li> <li>(c) Carbon Green Fund Contribution;</li> <li>(d) Cycle Hire Docking Station Contribution;</li> <li>(e) Construction Industry and Employment Training Contribution;</li> <li>(f) Default Employment in the End Use Contribution;</li> <li>(g) Healthy Streets Scheme Contribution;</li> <li>(h) Legible London Contribution;</li> </ul>

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

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

	details set out at paragraphs 2.1.1 to 2.1.6 of Schedule 5 to this Deed
<b>"Employment and Skills Methodology"</b>	means a methodology to secure the appointment of a Construction Industry Employment Contact and which specifies the responsibilities of the post as outlined in paragraphs 1.2.1 to 1.2.6 of Schedule 7 to this Deed and the method by which the key outputs of the post will be achieved
<b>"Employment and Skills Plan"</b>	means a plan which shall operate during the Employment and Skills Plan Period to secure Sustained Employment for up to 227 Unemployed Borough Residents in the End Use of the Development and which includes the matters outlined in paragraphs 3.2.1 to 3.2.5 of Schedule 7 to this Deed
<b>"Employment and Skills Plan Period"</b>	means a period of 12 months from first Occupation of the Development
<b>"Employment and Skills Plan Report"</b>	means a quarterly report to the Council about the implementation of the Employment and Skills Plan including, but not limited to, information about progress towards achievement of the targets outlined in paragraphs 3.2.1 to 3.2.5 of Schedule 7 to this Deed such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time
<b>"Employment in the End Use Contribution"</b>	means the sum which may be payable by the Owner to the Council as calculated in accordance with the formula in paragraph 3.7 of Schedule 7 to this Deed and which, if paid, is to be applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment
<b>"End Use of the Development"</b>	means the use or uses of the Development as authorised by the Planning Permission following first Occupation
<b>"End User"</b>	<p>means start-ups, independent businesses operating from no more than 3 sites and small businesses with 50 employees or less and which are from a specific sector with a social, cultural or economic development purpose including:</p> <ul style="list-style-type: none"> <li>(a) charities, voluntary and community organisations or social enterprises;</li> <li>(b) public health services;</li> <li>(c) creative and artists workspace;</li> <li>(d) rehearsal and performance space and makerspace;</li> <li>(e) occupiers from disadvantaged groups starting up in any sector;</li> <li>(f) occupiers in support of educational outcomes through connections to schools, colleges or higher education;</li> <li>(g) small businesses located in the Borough;</li> <li>(h) medium businesses located in the Borough approved by the Council; and</li> </ul>

	(i) such other businesses, organisations and persons identified by the Affordable Workspace Provider approved by the Council
<b>"Energy Assessment"</b>	means the energy and sustainability assessment prepared by SWECO dated October 2021
<b>"Energy Monitoring Portal"</b>	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
<b>"ESCO"</b>	means an energy service company being a supplier of heating and other ancillary services from the District Heating Network
<b>"Estate (Environmental) Management plan"</b>	means an estate (environmental) management plan to be submitted by the Owner to the Council for approval and which includes but shall not be limited to measures to promote a low carbon circular economy amongst occupants of the Development, maximising the use of sustainable and smart technologies, the arrangements to maintain the Public Realm, green spaces, green and brown roofs, green walls, nest boxes, planters and habitat created on Site and for their promotion and stewardship and the arrangements to maintain sustainable drainage systems
<b>"Feasibility Study"</b>	<p>means a study to assess the feasibility and financial viability of the Development connecting to the District Heating Network which shall include details and an assessment of the following matters, namely:-</p> <ul style="list-style-type: none"> <li>(a) the capability of the District Heating Network to supply sufficient heating and power to the Development;</li> <li>(b) the proposed costs, terms and conditions of the connection and supply agreement being offered by the ESCO and whether they are fair and reasonable by reference to the District Heating Network plant costs and those that can be obtained on the market;</li> <li>(c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Site and that such costs will not be recoverable in whole or in part from occupiers or tenants of the units within the Development through the connection agreement, any supply agreement or by any other means;</li> <li>(d) the costs of heating and power to be charged to occupiers or tenants of the units within the Development and whether they are fair and reasonable by reference to the rates that are charged in the market; and</li> <li>(e) any requirement for consultation with the occupiers or tenants of the units within the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with occupiers or tenants</li> </ul>

<b>"Final Certificate"</b>	means a certificate issued on behalf of the Council certifying that following an inspection the Public Realm Works or parts thereof has/have been completed to the reasonable satisfaction of the Council and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until satisfied with the entirety of the Public Realm Works
<b>"Footway Reconstruction Contribution"</b>	means the sum of £8,000 (eight thousand pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.3 of Schedule 6 to this Deed and to be applied by the Council towards the reconstruction of footways on Melior Place
<b>"GIA"</b>	means gross internal area
<b>"Ground Floor Mezzanine"</b>	means that part of the Development identified for illustrative purposes as "D1/B1(b) AFFORDABLE WORKSPACE" and shaded red on plan number SK-104 rev 00 which is attached at Appendix 8 to this Deed
<b>"Healthy Streets Scheme Contribution"</b>	means a contribution of up to £300,000 (three hundred thousand pounds) sterling Index Linked payable by the Owner direct to TfL on behalf of the GLA for use towards the St Thomas Street Healthy Streets Scheme and/or the improvement of pedestrian and cycling infrastructure and the environment and public realm along St Thomas Street and/or Bermondsey Street forming part of the TLRN
<b>"Higher Education Institution"</b>	means an educational institution that provides a designated course approved by the Department for Education for higher education study and which allows the student to apply for government financed student loans
<b>"Highway Works Bond"</b>	means the deposit, bond, guarantee, surety or similar security relating to the Highway Works in a sum equivalent to the estimated costs of the Highway Works plus 50%
<b>"Highway Works"</b>	<p>means in respect of the Council's highway network shown hatched on the Highway Works Plan the following works including but not limited to:-</p> <ul style="list-style-type: none"> <li>(a) repaving of the footway with York stone or such other material as may be agreed by the Council including new kerbing fronting Fenning Street, Melior Street and Snowfields and within the vicinity of the Development;</li> <li>(b) carriageway resurfacing works;</li> <li>(c) the provision of raised tables;</li> <li>(d) construction of a new vehicle crossover on Snowfields;</li> <li>(e) reconstruction of any redundant vehicle crossovers as footway along Fenning Street, Melior Street and Snowfields;</li> <li>(f) installation of any new signage/posts related to the proposed vehicle entrance and exit located in Snowfields</li> </ul>

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

- (g) changing all utility covers on footway areas to recessed covers;
- (h) upgrading of street lighting to Council standards including on private roads;
- (i) any temporary works required for construction;
- (j) rectification of any damaged parts of the adjoining roads and associated footways, kerbs, inspection covers and street furniture required as a result of construction of the Development;
- (k) tree planting and installation of tree pits

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

- (l) repaving of the footway with York stone or such other material as may be agreed by TfL including new kerbing fronting St Thomas Street and within the vicinity of the Development;
- (m) carriageway resurfacing works;
- (n) the provision of raised tables;
- (o) reconstruction of any redundant vehicle crossovers as footway along St Thomas Street;
- (p) changing all utility covers on footway areas to recessed covers;
- (q) upgrading of street lighting to TfL standards;
- (r) rectification of any damaged footways, kerbs, inspection covers and street furniture required as a result of construction of the Development;
- (s) tree planting and installation of tree pits

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



<b>"Highway Works Plan"</b>	means the plan with reference SK015 Rev D at Appendix 5 to this Deed showing for indication purposes the Highway Works
<b>"Highway Works Specification"</b>	means one or more specification(s) setting out detail in respect of the Highway Works and submitted by the Owner to the Council and/or TfL (as applicable) pursuant to paragraph 1.1 of Schedule 8 to this Deed
<b>"Highways Agreement"</b>	<p>means one or more agreements between the Owner and the Council and/or TfL (as the case may be) pursuant to sections 38/278 of the Highways Act 1980 for securing and authorising execution of the Highway Works at the Owner's expense and (unless otherwise agreed between the Owner and the Council) the Highways Agreement(s) will include (without limitation) provisions for:-</p> <ul style="list-style-type: none"> <li>(a) the Highway Works to be secured to the sum of the Highway Works Bond;</li> <li>(b) the security relating to the amount of the Highway Works to be delivered prior to the commencement of the Highway Works; and</li> <li>(c) the Owner to carry out the Highway Works in accordance with the approved Highway Works Specification at its own cost and at no cost to the Council or TfL</li> </ul>
<b>"Hospital"</b>	means Guy's and St Thomas' NHS Foundation Trust (whose registered office is at Trust Offices, St Thomas' Hospital, Westminster Bridge Road, London, SE1 7EH) or such other NHS institution on behalf of or nominated by Guy's and St Thomas' NHS Foundation Trust comprising either (a) the NHS South East London Integrated Care Board (whose registered office is 160 Tooley Street London, SE1 2TZ); (b) Kings College Hospital NHS Foundation Trust (whose registered office is at King's College Hospital, Denmark Hill, London, SE5 9RS); (c) South London and Maudsley NHS Foundation Trust (whose registered office is Maudsley Hospital, Denmark Hill, London, SE5 8AZ); (d) King's Health Partners Limited (company number 07336065 whose registered office is at Ground Floor Counting House, Guy's Hospital, Great Maze Road, London SE1 9RT); or (e) a special purpose entity/vehicle guaranteed by either Guy's and St Thomas' NHS Foundation Trust or the other NHS institutions listed at (a) to (d) of this definition above
<b>"Implement"</b>	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in section 56(4) of the 1990 Act in respect of the Development but excluding for the purposes of this Deed only Demolition Works or any part of them and items of work of or connected with or ancillary to piling or the installation of foundations, archaeological investigation, exploratory boreholes and trial pits, survey of existing structures, site clearance and excavation (including associated temporary works) and/or site preparation, site reclamation and site remediation works, preliminary landscaping, diversion, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities, the erection of fences, hoardings and scaffolding and construction of temporary access and service

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

	intended or established valuation custom and practice as determined in accordance with paragraph 6 of Schedule 3 to this Deed and which, for the purposes of calculating the Local Market Rent, assumes Service Charges and other fees are calculated and paid for separately
<b>"Local Market Rent Valuation Date"</b>	means the anticipated date(s) in respect of which: (a) the General Affordable Workspace will be available for first Occupation; (b) the Discount Affordable Workspace will be available for first Occupation; or (c) the D1/B1(b) Affordable Workspace will be available for first Occupation (as relevant)
<b>"London Plan"</b>	means the London Plan published in March 2021 as may be revised from time to time
<b>"Medical/R&amp;D Facility Floorspace"</b>	<p>means:</p> <p>(a) levels 1-10 of the main building within the Development;</p> <p>(b) shared access areas including the stairs, lifts, loading bay and bicycle storage and access ramp; and</p> <p>(c) the associated plant areas at levels 3 and 8 of the main building within the Development,</p> <p>as shown indicatively on plan numbers SK-107 rev 03, SK-108 rev 03, SK-109 rev 03 (where the use is a Medical Facility) or plan numbers SK-107A rev 01, SK-108A rev 01 and SK-109A rev 01 (where the use is a Research and Development Facility) attached at Appendix 11</p>
<b>"Medical Facility"</b>	means use of up to 14,240 square metres (GIA) within the Medical/R&D Facility Floorspace as a medical facility within Use Class D1 (non-residential institutions)
<b>"Medical Facility AfL"</b>	means an agreement for the grant of a lease between the Owner and the Hospital in respect of the Medical Facility for a lease term of not less than 40 years and on such terms which include the Medical Facility Heads of Terms or such other terms as may be agreed by the Council
<b>"Medical Facility Heads of Terms"</b>	means the heads of terms for the Medical Facility AfL contained in Appendix 2 to this Deed
<b>"Monitoring Fee"</b>	means the sum of £26,832 (twenty six thousand eight hundred and thirty two pounds) sterling Index Linked to be paid by the Developer (or the Owner) to the Council for the reasonable costs incurred by the Council in administering this Deed including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms
<b>"Occupation"</b>	means the first occupation of any part of the Development for the purposes set out in the Planning Permission excluding occupation by personnel engaged in demolition, construction, fitting out; decoration or occupation for marketing or display; or occupation in

	relation to security operations and the terms " <b>Occupy</b> " and " <b>Occupied</b> " shall be construed accordingly
<b>"Office Floorspace"</b>	means eight thousand two hundred and seven (8,207) square metres (GIA) of office floorspace (Use Class B1(a)) on levels 11 to 18 of the main building within the Development
<b>"Offer Period"</b>	has the meaning given in paragraph 2.2 of Schedule 2 to this Deed
<b>"Owner"</b>	means Network Rail and the Developer jointly and severally and includes their successors in title and assigns from time to time
<b>"Parties"</b>	means the GLA, the Council, Network Rail, the Developer and the Mortgagee and " <b>Party</b> " shall be construed accordingly
<b>"Planning Application"</b>	means the planning application (reference number 18/AP/4171) received by the Council on 24 December 2018 and as revised for determination by the GLA and any variation thereof
<b>"Planning Permission"</b>	means the planning permission to be granted pursuant to the Planning Application and any variation thereof as may be amended from time to time pursuant to an application made under section 73, 73B or section 96A of the 1990 Act
<b>"Provisional Certificate"</b>	means a provisional certificate issued on behalf of the Council certifying provisionally and pending the issue of the Final Certificate that following inspection the Public Realm Works have been completed to the reasonable satisfaction of the Council and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until reasonably satisfied with the entirety of the Public Realm Works
<b>"Public Realm"</b>	means all of the areas shown hatched red and identified in the key as being public realm on the Public Realm Plan excluding any areas of public highway
<b>"Public Realm Illustrative Plan"</b>	means the plan with reference 8350-PL-GA-101-P Rev 02 appended at Appendix 4 to this Deed showing for illustrative purposes the Public Realm Works and the Highway Works together
<b>"Public Realm Plan"</b>	means the plan with reference SK-106 Rev 08 appended at Appendix 4 to this Deed showing for indication purposes the Public Realm
<b>"Public Realm Plans"</b>	means the Public Realm Plan and the Public Realm Illustrative Plan
<b>"Public Realm Specification"</b>	means a detailed design specification of the Public Realm Works (including the Internal East/West Route) to be submitted by the Owner to the Council for approval pursuant to condition 26 of the Planning Permission
<b>"Public Realm Works"</b>	means work within the Public Realm consisting of:- <ul style="list-style-type: none"> <li>(a) the provision of (in combination with the roof terraces) an urban greening factor of not less than 0.309703833;</li> </ul>

- (b) a new urban garden at the east of the Site;
- (c) a public plaza;
- (d) an east-west pedestrian route through the Site specifically designed to encourage pedestrian use with level access, automatic doors, signage indicating a route through the Site and an innovative design to encourage use;
- (e) a tree lined footway adjacent to St Thomas Street;
- (f) an extended public space outside the Horseshoe Inn;
- (g) tree planting and planters;
- (h) if required by the Council bollards or such other design solutions to prevent vehicle access except emergency vehicles;
- (i) the provision of cycle-parking, street furniture, seating, bins and wayfinding;
- (j) a design and design features which are welcoming and create a sense of place including public art including but not limited to sculptural lighting columns and illuminated bollards;
- (k) the use of high-quality granite and York stone paving and feathered steps and discreet ramps to address the gradient across the Site and to provide a high level of accessibility;
- (l) the provision of street lighting to at least the same standard set out within the SSDM Requirements and/or TfL Streetscape Guidance (as appropriate); and
- (m) the stopping-up of existing highway rights and/or removal of vehicular access rights within the Site as necessary to facilitate the Development including the Public Realm Works as indicatively shaded blue on the Highway Works Plan, it being acknowledged that the scope of the Public Realm Works and Highway Works may change in agreement with the Council if any such rights cannot be extinguished

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

**"Raised Tables Contribution"**

means the sum £40,000 (forty thousand pounds) sterling Index Linked to be paid by the Owner to the Council in accordance with paragraph 2.2 of Schedule 6 to this Deed and applied by the Council towards the provision of raised tables at Snowfields and the junction of Fenning Street and Melior Street

**"Reportable Unit"**

means a Reportable Unit (Energy Centre) or Reportable Unit (Non-Residential)

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

<b>"Southwark Studios"</b>	means Southwark Studios Limited (registration number 31413R) of Cheribourne House, 5A Station Road, Willington, Bedford, MK22 3QL which is a not for profit community benefit society specialising in the creation and operation of workspaces for local artists
<b>"Southwark Works"</b>	means the employment support service by that name which is commissioned by the Council or such other successor services as may be nominated by the Council from time to time
<b>"SSDM requirements"</b>	means the Southwark Streetscape Design Manual dated May 2020 or as may be updated or replaced from time to time
<b>"St Thomas Street Healthy Streets Scheme"</b>	means TfL's proposed scheme to allow two-way cycling along the full length of St Thomas Street and associated pedestrian and cycle improvements and changes to traffic management arrangements to support the mode share targets in London Plan policy T1 and in line with the 10 Healthy Street indicators in London Plan policy T2
<b>"Statutory Undertaker(s)"</b>	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
<b>"Sustained Construction Industry Employment"</b>	means Sustained Employment related to the Development and/or other development in the Borough including but not limited to employment in building and construction on the Site and in the services used in the creation of and supply to the Development including building architectural and surveying services
<b>"Sustained Employment"</b>	means a period of continuous employment of not less than 26 weeks
<b>"Sustainable Employment Opportunity"</b>	means a contract of employment of not less than 26 weeks
<b>"Tenant"</b>	means any other person with an interest in the Site except for Network Rail or the Developer
<b>"TfL"</b>	means Transport for London of 5 Endeavour Square, Westfield Avenue, London E20 1JN (or such other office as may be the headquarters of the TfL Legal) or any statutory successor
<b>"TfL Contributions"</b>	means the Bus Improvements Contribution, the Cycle Hire Docking Station Contribution, the Legible London Contribution, the Healthy Streets Scheme Contribution and if applicable the Tree Contribution to be made directly to TfL on behalf of the GLA
<b>"TfL Streetscape Guidance"</b>	means the Streetscape Guidance published by Transport for London, Fourth Edition 2019 Revision or as may be updated or replaced from time to time
<b>"TLRN"</b>	means the Transport for London Road Network comprising highways for which TfL is the responsible highway network authority
<b>"Topping Out"</b>	means the installation of the final piece of the structure of the main building of the Development (being the building containing the Medical/R&D Facility Floorspace)
<b>"Travel Plan"</b>	means the travel plan or travel plans for the End Use of the Development which shall be submitted to the Council for approval

	in accordance with paragraph 2.1 of Schedule 8 to this Deed and which includes but shall not be limited to measures to discourage the use of vehicles, the provision of high quality shower/changing facilities accessible to all occupants of the Development and cycle parking including disabled/cargo bicycle spaces and any variation thereto as may be agreed by the Council from time to time
<b>"Tree Contribution"</b>	means a contribution of £8,000 (eight thousand pounds) sterling Index Linked per tree payable by the Owner to the Council in accordance with paragraph 5 of Schedule 6 to this Deed
<b>"Unemployed Borough Residents"</b>	means persons residing within the Borough who are neither in employment nor contracted as self-employed workers and have not been so for a period of not less than seven days
<b>"Use Class"</b>	means a use falling within the Town and Country Planning (Use Classes) Order 1987 as that order existed on 31 August 2020
<b>"Wind and Watertight"</b>	means that a building has reached a stage of construction whereby it has been erected on its foundations, the superstructure has been completed and the external windows doors have been fitted and the roofing and external wall membranes have been applied
<b>"Working Days"</b>	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and <b>"Working Day"</b> shall be construed accordingly
<b>"Workspace Provider List"</b>	means the list of Affordable Workspace providers published by the Council dated Spring 2022-23 and updated from time to time

---

1.2 In this Deed:-

- 1.2.1 references to Clauses, Schedules, Appendices, paragraphs, plans and drawings are unless otherwise stated references to Clauses, Schedules, Appendices, paragraphs, plans and drawings to this Deed and headings to Clauses of this Deed do not affect the interpretation or construction of this Deed;
- 1.2.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.2.4 references to the Owner or the Developer or the Mortgagee shall include the successors in title of that Party and reference to the GLA the Council and TfL shall include any successors to its statutory functions PROVIDED THAT clause 9.5 is personal to Network Rail and Network Rail Affiliates and the benefit of it should not otherwise pass to Network Rail's successors in title;
- 1.2.5 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 1.2.6 any covenant not to Implement the Development or Occupy the Development includes an obligation not to Implement any part of the Development or Occupy any part of the Development;



- 1.2.7 the planning obligations herein shall, subject to Clause 9, be enforceable by the GLA and the Council against the Owner and the Developer (as specified herein) and their respective successors and assigns as if those persons had been the original covenanting Party in the respect of that interest for the time being held by them;
- 1.2.8 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several;
- 1.2.9 any reference in this Deed to any statute, bye-law, regulation, order and delegated legislation includes any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or modifying from time to time and for the time being in force save that references to Use Classes shall be construed as references to Use Classes set out within the Town and Country Planning (Use Classes) Order 1987 (as amended) as at 31 August 2020 and such construction shall not be affected by changes to the Town and Country Planning (Use Classes) Order 1987 or any replacement thereof after that date;
- 1.2.10 any reference to an approval or similar by the Council in this Deed is to an approval by the Director of Planning and Growth unless otherwise stated;
- 1.2.11 any plan or strategy required to be submitted pursuant to this Deed may be updated from time to time with the approval of the Council and any such amended plan or strategy shall be enforceable by the GLA and the Council as if it were the original plan or strategy
- 1.2.12 where any timeframes or milestones for compliance are specified within this Deed (including for the avoidance of doubt the Schedules to this Deed) the Council may in its absolute discretion agree with the Developer a varied timeframe or milestone for compliance and any such varied timescale or milestone shall be capable of being enforced by the Council and the GLA as if it were the original timeframe or milestone for compliance specified within this Deed and the relevant Clause or paragraph shall be construed accordingly.

## 2. **STATUTORY AUTHORITY AND ENFORCEABILITY**

### 2.1 This Deed is made pursuant to:-

- 2.1.1 section 2E and section 106 of the 1990 Act;
- 2.1.2 section 111 of the Local Government Act 1972;
- 2.1.3 section 1 of the Localism Act 2011;
- 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974; and
- 2.1.5 all other enabling powers

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

- 2.2 The covenants, restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act.
- 2.3 The planning obligations within this Deed are necessary to make the development acceptable in planning terms, directly related to the Development, and fairly and reasonably related in scale and kind to the Development.
- 2.4 In the event that any new planning permission(s) are granted by the Council and/or the GLA pursuant to section 73 or 73B of the 1990 Act and unless otherwise agreed between the Parties:-

- 2.4.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to section 73 or 73B of the 1990 Act and the Site itself;
- 2.4.2 the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under section 73 or 73B of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 2.4.3 this Deed shall be endorsed with the following words in respect of any future section 73 or 73B application:-

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

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

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

### **3. CONDITIONALITY**

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

- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 Implementation of the Development.

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

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

- 4.1 The Owner covenants with the GLA and the Council to perform and observe its obligations set out in Schedule 2 to Schedule 9 of this Deed.
- 4.2 The Developer covenants with the GLA and the Council to perform and observe its obligations set out in this Deed.
- 4.3 The Developer covenants to pay on or before completion of this Deed the GLA's and the Council's reasonable legal costs properly incurred in connection with the negotiation, preparation and execution of this Deed.
- 4.4 The Developer (or the Owner in the event that the Developer has parted with its interest in the Site at the due date) shall pay to the Council the Monitoring Fee no later than 10 Working Days prior to Implementation of the Development and separately shall not Implement the Development until the Monitoring Fee has been paid to the Council in full.

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

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

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

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

**Tenants**

- 6.2 The Owner covenants:-

- 6.2.1 not to permit the Implementation of the Development by any Tenant or any other third party and not to vary any existing demise, legal or equitable interests of any Tenant such as to incorporate the whole or part of the Development to be constructed on Site pursuant to the Planning Permission, save that the Tenant(s) shall not be prevented from obtaining a new freehold or leasehold interest in the Development or any part of it to be constructed;
- 6.2.2 unless otherwise agreed by the Council not to Implement the Development without first having procured the surrender of or served any necessary notices to terminate any extant legal or equitable interests of any Tenant with an interest in the relevant part of the Site;
- 6.2.3 not to revoke or withdraw any notices served upon any Tenant pursuant to Clause 6.2.2 unless otherwise agreed by the Council having regard to the enforceability of the obligations in this Deed; and
- 6.2.4 in the event that having used reasonable endeavours the Owner cannot comply with Clause 6.2.2, unless otherwise agreed by the Council the Owner shall not Implement the relevant part of the Development unless it has procured that each and every Tenant with an extant demise, legal or equitable interest in the relevant part of the Site enters into an agreement (mutatis mutandis) as this Deed for the purpose of further securing that the obligations in this Deed are binding and enforceable against each and every Tenant with an extant demise, legal or equitable interest in the relevant part of the Site.

**7. INTEREST**

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

**8. INDEXATION**

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

**9. LIABILITY AND ENFORCEMENT**

- 9.1 Without prejudice to the GLA's and the Council's statutory rights of access the Owner shall permit the GLA, the Council and TfL and their authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or their contractors).
- 9.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or in the event of a disposal of part of the Site against that part disposed) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.3 The covenants, restrictions and requirements contained in this Deed shall not be binding upon nor enforceable against any Statutory Undertaker or similar utility provider who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or drainage in connection with the Development of the Site.

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

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

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

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

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

## 10. **REGISTRATION**

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

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

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

## 11. **LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION**

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

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

**12. APPROVALS**

- 12.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed.
- 12.2 Where in this Deed the GLA and/or the Council is required to give any approval, consent or agreement then such approval, consent or agreement by the GLA and/or the Council shall not be deemed to have been given unless given in writing.

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

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

**14. NOTICES**

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

- 14.1.1 in the case of the GLA at the address for the GLA given on page 1 of this Deed or any other address notified by the GLA in writing;
- 14.1.2 in the case of the Council at the address for the Council given on page 1 of this Deed or any other address notified by the Council in writing;
- 14.1.3 in the case of Network Rail at the address given on page 1 of this Deed or any other address notified by Network Rail in writing;
- 14.1.4 in the case of the Developer at the address for the Developer given on page 1 of this Deed this Deed or any other address notified by the Developer in writing; and
- 14.1.5 in the case of the Mortgagee at the address for the Mortgagee given on page 1 of this Deed or any other address notified by the Mortgagee in writing; and
- 14.1.6 in the case of TfL to the Director of Spatial Planning at the email address: spatialplanning@tfl.gov.uk

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

- 14.2.1 if delivered personally, when left at the address referred to in this Clause 14;
- 14.2.2 if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or
- 14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed,

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

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

- 14.3.1 the intended date of Commencement of Development;

- 14.3.2 the intended date of Implementation of Development;
- 14.3.3 the intended date of commencement of Above Ground Works;
- 14.3.4 the date six months prior to the anticipated date of Completion of the Development;
- 14.3.5 the date six months prior to anticipated first Occupation; and
- 14.3.6 the intended date of first Occupation of the Development.

**15. CHANGE OF OWNERSHIP**

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

**16. VAT**

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

**17. WAIVER**

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

**18. SEVERABILITY**

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

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

**19. DEVELOPER AND MORTGAGEE LIABILITY**

19.1 The Developer acknowledges and declares that:-

- 19.1.1 its interest in the Site shall be bound by the obligations contained in this Deed; and
- 19.1.2 the interest the Developer has in the Site shall take effect subject to this Deed.

- 19.2 The Mortgagee acknowledges and declares that:-
- 19.2.1 this Deed has been entered into by the Owner with its consent;
- 19.2.2 its interest in the Site shall be bound by the obligations contained in this Deed; and
- 19.2.3 the security of the Mortgagee over its interest in the Site shall take effect subject to this Deed.
- 19.3 The Mortgagee and any future mortgagee or chargee with a charge over the Site (or any part thereof) shall have no liability under this Deed unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
20. **DISPUTE RESOLUTION**
- 20.1 In the event of any dispute arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute may be referred by a Party to the dispute to an independent and suitable person holding appropriate professional qualifications and with at least 10 years' experience in the relevant matters that are in dispute to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error.
- 20.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 20.1 or as to the appropriateness of the professional body then such question may be referred by either Party to the dispute to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties to the dispute in the absence of fraud or manifest error.
- 20.3 Responsibility for the costs of referring a dispute pursuant to Clause 20.1 and 20.2, including costs connected with the appointment of the expert and the expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the expert.
- 20.4 Any expert howsoever appointed shall be subject to the express requirement for a decision to be reached and communicated to the Parties to the dispute (with written reasons) within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of the final hearing that takes place or 20 Working Days after he has received the final file or written representation.
- 20.5 The expert shall be required to give notice to the Parties to the dispute requiring each of them to submit to him within 15 Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further 15 Working Days.
- 20.6 The provisions of this Clause 20 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 20.7 This Clause 20 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.
21. **TFL CONTRIBUTIONS AND THIRD PARTY RIGHTS**
- 21.1 The GLA agrees that in the interests of administrative efficiency the TfL Contributions shall be paid directly to TfL.

- 21.2 In the event that any TfL Contribution is paid to the GLA the sum paid shall be promptly transferred to TfL and the Owner's liability to pay shall be considered to have been discharged on the date that the TfL Contribution is paid to the GLA.
- 21.3 Pursuant to section 1(1)(a) of the Contracts (Rights of Third Parties) Act 1999 the following clauses and obligations in this Deed are enforceable by TfL:
- 21.3.1 Clauses 9.1, 14.3 and 15;
  - 21.3.2 paragraphs 3, 4 and 5.2 of Schedule 6;
  - 21.3.3 paragraph 1 of Schedule 8; and
  - 21.3.4 paragraphs 1.2, 3.1 and 4.4 of Schedule 9.
- 21.4 Save as referred to in Clause 21.2 above, this Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
22. **JURISDICTION**
- This Deed shall be governed by and construed and interpreted in accordance with the laws of England.
23. **DELIVERY**
- The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
24. **GOOD FAITH**
- The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
25. **REASONABLENESS**
- Where there is a reasonable endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide a reasonable explanation (together with such evidence as the other Party may reasonably require) of the steps that it has taken in carrying out the relevant reasonable endeavours obligation.

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



**SCHEDULE 1**  
**DRAFT PLANNING PERMISSION**

## SCHEDULE 2

### MEDICAL OR RESEARCH AND DEVELOPMENT FACILITY

The Owner covenants with the GLA and the Council:-

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

- 1.1 To provide the Council with written confirmation as to whether the Medical/R&D Facility Floorspace will be constructed and used as a Medical Facility or a Research and Development Facility (and thereby confirm the approved drawings that shall be relied on) no later than 6 months prior to Completion of the Development.
- 1.2 Not to Occupy any part of the Office Floorspace until the Medical/R&D Facility Floorspace is ready for use to Shell and Core Standard either: (a) as a Medical Facility; or (b) as a Research and Development Facility in accordance with the notice submitted pursuant to paragraph 1.1 of this Schedule 2.
- 1.3 Not to Occupy or permit the Occupation of the Medical/R&D Facility Floorspace other than as:
  - 1.3.1 a Medical Facility; or
  - 1.3.2 a Research and Development Facility (in accordance with the notice submitted pursuant to paragraph 1.1 of this Schedule 2) to be Occupied only by either:
    - (a) an occupier which operates within the category or categories set out in Appendix 10 to this Deed; or
    - (b) if the proposed occupier does not fall within the category or categories set out in Appendix 10 to this Deed then it must have been approved in writing by the Council pursuant to paragraph 1.5 of this Schedule 2 before such Occupation commences.
- 1.4 Prior to each Occupation of any or all of the Medical/R&D Facility Floorspace by a new occupier which is not the Hospital the Owner shall either:
  - 1.4.1 where the proposed occupier is within a category or categories of Appendix 10 to this Deed notify the Council of the identity of the proposed occupier and state which category or categories of Appendix 10 to this Deed it operates within; or
  - 1.4.2 if the proposed occupier is not within a category or categories of Appendix 10 to this Deed seek the Council's approval pursuant to paragraph 1.5 of this Schedule 2.
- 1.5 In the event that the Owner seeks the Council's approval for any or all of the Medical/R&D Facility Floorspace to be Occupied by an organisation that operates within the healthcare or life sciences sector but which does not fall within the list of categories set out at Appendix 10 to this Deed, the request shall be made in writing and shall include details as to the nature of the proposed operations and how the proposed occupier would be compatible with the categories of SC1 Life Science & Innovation District Operator listed in Appendix 10 ("**Compatible Use**") of this Deed SAVE THAT the proposed occupier shall be permitted to undertake operations outside of the Compatible Use provided that these are ancillary to the Compatible Use.
- 1.6 Following receipt of a written request for approval pursuant to paragraph 1.5 of this Schedule 2 above, the Council shall respond within 20 Working Days of any such request to confirm that it has sufficient information to be able to consider the request or confirming any further information that may reasonably be required; and the Council shall on receipt of such information determine the request within 20 Working Days from receipt of all reasonably necessary information. In the event of a refusal, the Council shall provide reasons as to why the proposed occupier is not considered to undertake a Compatible Use.

- 1.7 The Owner shall be entitled to refer any refusal or non-determination regarding the decision of the Council pursuant to paragraph 1 of this Schedule 2 to dispute resolution pursuant to clause 20 of this Deed.
2. **MEDICAL/R&D FACILITY FLOORSPACE: CASCADE**
- 2.1 The Medical/R&D Facility Floorspace shall not be Occupied other than by the Hospital as a Medical Facility unless either:
  - 2.1.1 the Council (pursuant to paragraph 2.10 of this Schedule 2) or expert (pursuant to paragraph 2.11 of this Schedule 2) has confirmed that paragraph 2.2 of this Schedule 2 has been complied with; or
  - 2.1.2 the GLA and the Council have confirmed to the Owner pursuant to paragraph 2.14 that this paragraph 2 shall no longer apply.
- 2.2 The Owner shall use all reasonable but commercially prudent endeavours (as defined in paragraph 2.3 of this Schedule 2) for the period commencing upon the grant of the Planning Permission and ending on the later of:-
  - 2.2.1 the date which is 12 months from the grant of the Planning Permission; and
  - 2.2.2 the commencement of the Above Ground Works,(the "**Offer Period**") to enter into the Medical Facility AfL with the Hospital and to comply with the requirements of paragraph 1.2 of Schedule 3 in respect of offering the D1/B1(b) Affordable Workspace to the Hospital.
- 2.3 For the purposes of paragraph 2.2 of this Schedule 2 "all reasonable but commercially prudent endeavours" shall be considered to have been used (and the Owner shall have complied with its obligations under paragraph 2.2 of this Schedule 2) if the Owner has:
  - 2.3.1 expended such effort and cost (including the engagement of such professional or other advisers as in the circumstances would be reasonable to expect of a competent commercially prudent developer in the context of the requirements of paragraph 2.2 of this Schedule 2) during the Offer Period to meaningfully engage with the Hospital in order to enter into the Medical Facility AfL with the Hospital provided that (a) the commercial benefits of an alternative Occupier of the Medical/R&D Facility Floorspace (other than the Hospital) shall not be a justification for a failure to enter into the Medical Facility AfL; and (b) the Owner shall not be obliged to take or become involved in legal proceedings;
  - 2.3.2 complied with its obligations under paragraphs 2.5 to 2.8 of this Schedule 2 (to the extent applicable during the Offer Period); and
  - 2.3.3 not during the Offer Period discussed and/or directly or indirectly solicited or initiated the entering into of negotiations or responded to any external invitation to enter into negotiations with any party other than the Hospital in respect of the Occupation of the Medical/R&D Facility Floorspace.
- 2.4 The Offer Period shall be extended by such time as it may take for any challenge to the Planning Permission to be finally disposed of and shall cease in the event that paragraph 2.14 applies.
- 2.5 To provide the following details to the Hospital within four months of the commencement of the Offer Period:-
  - 2.5.1 a hard and electronic copy of the base design specification of the Medical/R&D Facility Floorspace;
  - 2.5.2 as a minimum, the first draft of the Medical Facility AfL; and

- 2.5.3 such other documents and information as the Hospital may reasonably require in order to enter into and/or make the relevant decision to enter into the Medical Facility AfL.
- 2.6 To jointly prepare with the Hospital a business case and feasibility study in respect of the proposed Occupation of the Medical/R&D Facility Floorspace (or any part of it as elected by the Hospital) as a Medical Facility, the reasonable costs of which are to be shared with the Hospital.
- 2.7 To provide written updates at least once every two months from the grant of Planning Permission to the Council during the Offer Period evidencing the steps it has taken pursuant to this Schedule, including summarising meetings with the Hospital, outlining any outstanding issues, any actions to be taken and how negotiations with the Hospital are progressing to achieve exchange of the Medical Facility AfL within the Offer Period.
- 2.8 To:-
- 2.8.1 afford the GLA and the Council an opportunity to attend meetings on no less than a quarterly basis between the Owner and the Hospital; and
- 2.8.2 provide the GLA and the Council with such information and evidence as the GLA and/or the Council may reasonably require in order to demonstrate compliance with the steps required of the Owner pursuant to this Schedule 2.
- 2.9 If at the expiry of the Offer Period the Medical Facility AfL has not been entered into with the Hospital the Owner may commence negotiations with other potential Occupier(s) of the Medical/R&D Facility Floorspace (whether or not it intends to continue negotiations with the Hospital) PROVIDED THAT the Owner shall have provided the Council in writing prior to the expiry of the Offer Period with:
- 2.9.1 confirmation of the Offer Period expiry date; and
- 2.9.2 details of the steps taken to comply with its obligations under paragraph 2.2 of this Schedule 2 (including all relevant documents and correspondence to evidence steps of compliance).
- 2.10 Within 20 Working Days of the expiry of the Offer Period (or from receipt of confirmation of the Offer Period expiry date if later) the Council shall (in consultation with the GLA) confirm in writing to the Owner (with a copy of its decision provided to the GLA) whether or not it considers that paragraph 2.2 of this Schedule 2 has been complied with.
- 2.11 If the Council's decision under paragraph 2.10 of this Schedule 2 is that the Owner has not complied with its obligations under paragraph 2.2 of this Schedule 2, the Council shall give reasons for its decision and any dispute or difference in relation to this decision may be referred by the Owner and/or the Council to dispute resolution pursuant to clause 20 of this Deed.
- 2.12 In the event that it is agreed between the Owner and the Council (or determined by the expert) that the Owner has failed to comply with its obligations in paragraphs 2.2 and 2.3 of this Schedule 2 then the Owner shall cease any negotiations with other potential Occupier(s) of the Medical/R&D Facility Floorspace (or not commence such negotiations as the case may be) unless and until the necessary steps as agreed with the Council (or determined by the expert) have been taken by the Owner, a revised Offer Period is agreed/determined with the Council (or determined by the expert), and the provisions of this paragraph 2 shall apply mutatis mutandis to any such revised Offer Period.
- 2.13 The provisions of paragraph 2.14 do not apply and cannot be utilised by the Owner until after six (6) months from the date of grant of Planning Permission.
- 2.14 If the Hospital notifies the Owner in writing that the Medical Facility AfL is not going to be entered into within the Offer Period and provided paragraph 2.2 of this Schedule 2 has up and until the date of the Hospital's notification been complied with to the reasonable satisfaction of the GLA and the Council (such confirmation to be provided in writing) then the Medical/R&D Facility Floorspace can be Occupied other than by the Hospital as a Medical Facility and this paragraph 2 shall cease to apply from the date of the written confirmation of the same from both the GLA and the Council.



### **SCHEDULE 3**

#### **AFFORDABLE WORKSPACE**

The Owner covenants with the GLA and the Council:-

##### **1. AFFORDABLE WORKSPACE DELIVERY**

- 1.1 Not to undertake any works after the Topping-Out of the Development until the Affordable Workspace Specification has been submitted to the Council and the Council has approved the specification provided always that a revised specification may be agreed from time to time by the Council in response to the specific requirements of the future occupier(s) of the Affordable Workspace.
- 1.2 During the Offer Period to offer the D1/B1(b) Affordable Workspace to the Hospital on terms substantially in accordance with the AWS Heads of Terms PROVIDED THAT the Owner shall be under no obligation to offer the D1/B1(b) Affordable Workspace to the Hospital if the Hospital does not enter into the Medical Facility AfL in accordance with Schedule 2.
- 1.3 If following the expiry of the Offer Period, the Hospital has not entered into an agreement to take a lease of the D1/B1(b) Affordable Workspace then the Owner may offer the D1/B1(b) Affordable Workspace to an Affordable Workspace Provider on terms substantially in accordance with the AWS Heads of Terms.
- 1.4 To construct the Affordable Workspace in accordance with the Affordable Workspace Specification approved pursuant to paragraph 1.1 of this Schedule 3.
- 1.5 Not to Occupy the Office Floorspace until the Affordable Workspace has been Completed in accordance with the approved Affordable Workspace Specification.

##### **2. AFFORDABLE WORKSPACE STRATEGY**

- 2.1 Unless otherwise agreed by the Council, not to Occupy the Development until the Affordable Workspace Strategy has been submitted to the Council and the Council has approved the strategy.
- 2.2 Unless otherwise agreed by the Council, to comply with the Affordable Workspace Strategy approved pursuant to paragraph 2.1 of this Schedule 3 until at least the 30<sup>th</sup> anniversary of the Completion of the Affordable Workspace.

##### **3. AFFORDABLE WORKSPACE PROVISION**

- 3.1 Unless otherwise agreed by the Council, not to Occupy any Part of the Affordable Workspace:-
  - 3.1.1 other than as Affordable Workspace pursuant to an Affordable Workspace Lease until at least the 30<sup>th</sup> anniversary of the date on which that Part of the Affordable Workspace is first Occupied; and
  - 3.1.2 unless the End User is paying rent and Service Charges that do not exceed the amounts set out in paragraph 5 of this Schedule 3.
- 3.2 To keep any vacant Affordable Workspace in good condition at all times.

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

- 4.1 During the Offer Period the Owner shall use all reasonable endeavours to enter into an agreement for lease for the Discount Affordable Workspace to Southwark Studios in accordance with paragraph 5.1 of this Schedule and the relevant Heads of Terms contained in Appendix 6 to this Deed.
- 4.2 If, on the expiry of the Offer Period, the Owner has evidenced to the reasonable satisfaction of the Council that the Owner has complied with paragraph 4.1 of this Schedule 3 but, through no fault of the Owner, has not been able to enter into an agreement to lease the Discount Affordable Workspace

to Southwark Studios it shall be permitted to lease the Discount Affordable Workspace to any Affordable Workspace Provider on the Discount Affordable Workspace terms contained in paragraph 5.2 of this Schedule 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. DETERMINATION OF LOCAL MARKET RENT**

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

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

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

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

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

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



## **SCHEDULE 4**

### **COMMUNITY SPACE**

The Owner covenants with the GLA and the Council:-

#### **1. COMMUNITY SPACE**

##### **1.1 Delivery**

- 1.1.1 Not to commence Above Ground Works until the Community Space Specification has been submitted to the Council and the Council has approved the specification.
- 1.1.2 To use reasonable endeavours to finalise the Community Space Specification in conjunction with local stakeholders including but not necessarily limited to the GLA, the Council and the local community.
- 1.1.3 Not to Occupy more than 40% of the Office Floorspace until the Community Space has been completed in accordance with the approved Community Space Specification fully fitted ready for use as a multi-functional community space to the reasonable satisfaction of the Council.
- 1.1.4 To use reasonable endeavours to enter into a lease with the Community Space Operator for the Occupation of the Community Space at a peppercorn rent (inclusive of Service Charges) prior to Occupation of more than 50% of the Office Floorspace of the Development.

##### **1.2 Strategy**

- 1.2.1 The Community Space shall not be Occupied until the Community Space Strategy has been submitted to the Council and the Council has approved the strategy.
- 1.2.2 Occupation of the Community Space shall be in accordance with the approved Community Space Strategy for the duration that the Development or any part of the Development remains Occupied.

##### **1.3 Provision**

- 1.3.1 Unless otherwise agreed by the Council, the Community Space shall not be Occupied other than as Community Space for the benefit of Local Community Groups and the community.
- 1.3.2 Other than as may be agreed within the Community Space Strategy, the Community Space shall be available to the Council, Local Community Groups and the community for community uses free of charge PROVIDED ALWAYS THAT reasonable charges may be levied by the operator of the Community Space to cover its running and management costs.
- 1.3.3 The implementation of the Community Space Strategy shall be annually reviewed and monitored by the Community Space Operator or the Owner for the period of 10 years commencing on the date of the Council's approval of the Community Space Strategy.
- 1.3.4 Unless otherwise agreed by the Council, the Community Space Operator (or the Owner in the event that the Community Space is to be operated by the Owner)) shall submit an annual monitoring report in respect of the operation and performance of the Community Space Strategy to the Council on each anniversary of the date of the Council's approval of the Community Space Strategy for the 10 year period referred to in paragraph 1.3.3 of this Schedule 4 and shall implement any reasonable recommendations made by the Council in respect of the operation of the Community Space Strategy within one month of those recommendations being made by the Council or such longer period as may be agreed as if those recommendations formed part of the approved Community Space Strategy.

## **SCHEDULE 5**

### **ENERGY AND DISTRICT HEATING NETWORK**

The Owner covenants with the GLA and the Council:-

#### **1. ENERGY**

- 1.1 To construct and deliver the Development in accordance with the Energy Assessment in order to achieve the Agreed Carbon Targets.
- 1.2 Unless otherwise agreed by the Council, to retain and maintain the energy efficiency measures delivered as part of the Development pursuant to paragraph 1.1 of this Schedule 5 for the duration of the period that the Development or any part of the Development remains Occupied.
- 1.3 To commission an independent assessment of the energy efficiency of the Development on first Occupation and the first and third anniversary of first Occupation to assess the extent to which the Agreed Carbon Targets have been achieved.
- 1.4 To provide a copy of the independent assessment of the energy efficiency of the Development to the Council within four weeks of the dates referred to in paragraph 1.3 of this Schedule 5.
- 1.5 In the event that the independent assessment referred to in paragraph 1.3 of this Schedule 5 above concludes that the Agreed Carbon Targets have not been met, the Owner shall submit an addendum to the Energy Assessment, within three months of providing a copy of the independent assessment to the Council pursuant to paragraph 1.4 of this Schedule 5, setting out proposals to achieve the Agreed Carbon Targets to the Council for approval.
- 1.6 In the event that the Council approves the proposals set out in the addendum to the Energy Assessment, the Owner shall (unless otherwise agreed by the Council) implement the proposals within 12 months of the date of the approval of the Council to the addendum to the Energy Assessment.
- 1.7 In the event that the Owner and the Council are unable to agree, acting reasonably, on the proposals set out in the addendum to the Energy Assessment, the Council may require the Owner to pay a further carbon off-set contribution which shall be paid by the Owner to the Council in full within 28 days of written request of payment to be made.
- 1.8 The carbon off-set contribution referred to in paragraph 1.7 of this Schedule 5 shall, if payable, be calculated based on £95 (ninety five pounds sterling) for every tonne of CO<sub>2</sub> emitted per year in excess of the Agreed Carbon Targets multiplied by 30 years and Index Linked.
- 1.9 The Agreed Carbon Targets shall be achieved against the Development and shall disregard:-
  - 1.9.1 any system installed by occupiers of the Development and that are not within the direct control of the Owner; and
  - 1.9.2 any efficiency improvement/carbon reductions made through a connection to a District Heating Network.

#### **2. DISTRICT HEATING NETWORK ENERGY STRATEGY**

- 2.1 Not to Implement the Development until the District Heating Network Energy Strategy has been submitted to the Council and the Council has approved the strategy. The District Heating Network Energy Strategy shall include but not be limited to:-
  - 2.1.1 how the Development will be designed and built so that it will be capable of a connection from the Site to the District Heating Network;

- 2.1.2 demonstration that the service interface within the Development can accommodate all known or expected and reasonable service entry routes including sleeves, pipework, reasonable access and space necessary for the purpose of connecting to the District Heating Network;
  - 2.1.3 confirmation that individual supplies to the units within the Development will be metered;
  - 2.1.4 confirmation that the pipework to each unit within the Development will be fitted with isolation valves and a heat meter so that consumption of energy can be monitored (if such technology is available at a reasonable cost);
  - 2.1.5 confirmation that allowance has been made within the Site for hot water generation by way of heat exchangers connected to localised heating mains; and
  - 2.1.6 as far as practical, confirmation that the necessary equipment, plant, ducts or routes for pipes, meters, materials and other technology reasonably required (including plate heat exchanger and absorption chiller) are or will be available to facilitate connection to the District Heating Network.
- 2.2 The Council shall provide to the Owner a written response to the District Heating Network Energy Strategy referred to in paragraph 2.1 of this Schedule 5 within 12 weeks of receipt of the same and if the Council's written response is to the effect that the District Heating Network Energy Strategy is not approved the Council must set out its reasons for not approving the said strategy and the Council and the Owner shall discuss and use reasonable endeavours to reach agreement to the District Heating Network Energy Strategy within the period of 12 weeks from the first receipt by the Council of the District Heating Network Energy Strategy or such other period as the Council and the Owner may agree.
- 2.3 In the event that the District Heating Network Energy Strategy is not agreed within the said 12 week period referred to in paragraph 2.2 of this Schedule 5 then either the Council or the Owner may refer the same for expert determination under Clause 20 of this Deed.
- 2.4 Following receipt of the Council's written approval to the District Heating Network Energy Strategy the Owner shall carry out the Development in accordance with the approved District Heating Network Energy Strategy.
- 2.5 If within 10 years from the date of first Occupation of the Development a Connection Notice is served by the Council on the Owner then the Owner shall within three months of receipt of the Connection Notice submit the Feasibility Study to the Council for approval. In the event that the Feasibility Study is not agreed within eight weeks of receipt then either the Council or the Owner may refer the same for determination under Clause 20 of this Deed.
- 2.6 If the parties agree that the Feasibility Study demonstrates that it is feasible and financially viable for the Development to connect into the District Heating Network or (failing agreement between the Council and the Owner) the expert pursuant to Clause 20 of this Deed determines that the connection of the Development to the District Heating Network is feasible and financially viable, then the Owner shall use reasonable endeavours to connect the Development to the District Heating Network in accordance with the approved District Heating Network Energy Strategy (unless otherwise agreed) within a reasonable period following the date of the joint decision by the Council and the Owner (or where applicable the expert's decision) that connection is feasible and financially viable.
- 3. 'BE SEEN' ENERGY MONITORING**
- 3.1 The Development shall not be Occupied until the Owner has provided the GLA with updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it).

- 3.2 All data and supporting evidence should be submitted to the GLA pursuant to paragraph 3.1 of this Schedule 5 using the 'Be Seen' as-built stage reporting webform (['Be seen' energy monitoring guidance | London City Hall](#)).
- 3.3 The Development shall not be Occupied until the Owner has submitted to the GLA, and received approval of, evidence that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 3.4 From the date which is the later of:
- 3.4.1 The date which is one year following first Occupation of the Development; or
- 3.4.2 the end of the Defects Liability Period;
- and for the next four years following that date the Owner shall submit to the GLA accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter or section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 3.5 All data and supporting evidence that is required to be submitted under paragraph 3.4 of this Schedule 5 should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (['Be seen' energy monitoring guidance | London City Hall](#)).
- 3.6 In the event that the 'In-use stage' evidence submitted under paragraphs 3.4 and 3.5 of this Schedule 5 shows that the 'As-built stage' performance estimates derived from paragraphs 3.1 and 3.2 of this Schedule 5 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraphs 3.4 and 3.5 of this Schedule 5 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

## SCHEDULE 6

### FINANCIAL CONTRIBUTIONS

The Owner covenants with the GLA and the Council: -

1. Not to Commence the Development until the Owner has paid to the Council in full:-
  - 1.1 the Archaeology Contribution.
2. Not to Implement the Development until the Owner has paid to the Council in full:-
  - 2.1 the Carbon Green Fund Contribution;
  - 2.2 the Raised Tables Contribution;
  - 2.3 the Footway Reconstruction Contribution; and
  - 2.4 the Resurfacing Works Contribution.
3. Not to Implement the Development until the Owner has paid to TfL on behalf of the GLA:
  - 3.1 Bus Improvements Contribution;
  - 3.2 Cycle Hire Docking Station Contribution;
  - 3.3 the Legible London Contribution; and
  - 3.4 £50,000 (fifty thousand pounds) of the Healthy Streets Scheme Contribution.
4. To pay to TfL on behalf of the GLA on or before the date which is six months prior to the anticipated date of Occupation of the Development the remaining £250,000 (two hundred and fifty thousand pounds) of the Healthy Streets Scheme Contribution, and the Development shall not be Occupied until such sum has been paid.
5. If any tree is planted as part of the Development or any replacement tree that is planted pursuant to the requirements of condition 24 of the Planning Permission and/or the Highway Works Specification dies within the period of five years following Completion of the Development and such tree is not replaced within the next planting season with a tree with at least an equivalent canopy cover ("**Unreplaced Tree**") the Owner shall pay:
  - 5.1 to the Council; or
  - 5.2 subject to clause 21.1 where the relevant tree is located on the TLRN to the GLA;

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

## **SCHEDULE 7**

### **EMPLOYMENT**

The Owner covenants with the GLA and the Council:-

#### **1. EMPLOYMENT IN CONSTRUCTION**

- 1.1 Not to Implement the Development until the Employment and Skills Methodology has been submitted to the Council and the Council has approved the methodology.
- 1.2 The Employment and Skills Methodology shall include but not be limited to the following matters: (i) the method by which a Construction Industry Employment Contact shall be appointed and (ii) the responsibilities of the Construction Industry Employment Contact which shall include the following:-
  - 1.2.1 identifying Sustainable Employment Opportunities to lead to Sustained Construction Industry Employment;
  - 1.2.2 encouraging applications from Unemployed Borough Residents by liaising with Jobcentre Plus services within the Borough, employment service providers including Southwark Works, the voluntary and community sector, training providers and careers service providers including the Southwark Education Business Alliance;
  - 1.2.3 commissioning Short Courses where necessary and identifying financial resources for the delivery of appropriate construction industry training and skills certification;
  - 1.2.4 providing training to selected Unemployed Borough Residents in pre-employment skills, basic construction skills and site safety;
  - 1.2.5 supporting Unemployed Borough Residents and their employers through the transition into Sustained Construction Industry Employment; and
  - 1.2.6 recruiting Borough residents into Construction Industry Apprenticeships.
- 1.3 To appoint and retain a Construction Industry Employment Contact throughout the Construction Industry Employment Contact Period.
- 1.4 To use reasonable endeavours during the Construction Industry Employment Contact Period to:-
  - 1.4.1 place a minimum of 67 Unemployed Borough Residents into Sustained Construction Industry Employment;
  - 1.4.2 train a minimum of 67 Borough residents using Short Courses;
  - 1.4.3 provide a minimum of 16 new Construction Industry Apprenticeships or NVQ Starts;
  - 1.4.4 ensure that their contractors and sub-contractors shall work with the Construction Industry Employment Contact and with local employment and skills agencies approved by the Council to recruit Borough residents into Construction Industry Apprenticeships; and
  - 1.4.5 produce the Construction Industry Employment and Training Report.
- 1.5 Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Completion of the Development, the Council will assess if the targets outlined in paragraphs 1.4.1 to 1.4.5 of this Schedule 7 have been achieved within 28 days of the Owner submitting the final Construction Industry Employment and Training Report and such other evidence as the Council may reasonably require.
- 1.6 In the event that the targets in paragraphs 1.4.1 to 1.4.5 of this Schedule 7 have not been achieved (irrespective of the use of reasonable endeavours), the Council will notify the Owner in writing of the

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

- 1.6.1 Shortfall against number of Unemployed Borough Residents in Sustained Construction Industry Employment x £4,300 (four thousand three hundred pounds sterling);
  - 1.6.2 Shortfall against number of Borough residents trained in Short Courses x £150 (one hundred and fifty pounds sterling);
  - 1.6.3 Shortfall against number of Construction Industry Apprenticeships or NVQ Starts x £1,500 (one thousand five hundred pounds sterling).
- 1.7 The Owner will pay the Construction Industry Employment and Training Contribution(s) to the Council within 28 (twenty-eight) days of the notice of receipt of a request for the sum to be paid.

## **2. LOCAL PROCUREMENT**

In association with the carrying out of the Development:

- 2.1 To work with the Council or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws achieve the procurement of construction contracts and goods and services from organisations based in the Borough in accordance with this paragraph 2.
- 2.2 To use reasonable endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.
- 2.3 To:-
  - 2.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and to liaise with the Council through the Construction Industry Employment Contact to increase opportunities for local firms and people and use reasonable endeavours to ensure that any contractors and sub-contractors do the same;
  - 2.3.2 include a written statement in their contracts with any contractors and sub-contractors encouraging them to liaise with the Council to discuss, agree and implement the arrangements as set out in this paragraph 2.3 and also in the Southwark Economic Wellbeing Strategy 2012-2022;
  - 2.3.3 brief contractors and sub-contractors on the requirements of this paragraph 2.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
  - 2.3.4 advertise sub-contracting and tendering opportunities to SMEs (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including any list of pre-qualified firms by the Council's Procurement Team) and the local press; and
  - 2.3.5 with its contractors and sub-contractors resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before Implementation and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.
- 2.4 To pay not less than the London Living Wage as may be amended by the Living Wage Foundation from time to time to all those employed on Site (except in relation to volunteers, apprentices and interns) during the construction of the Development.

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

- 3.1 Not later than six months prior to the Occupation of the Development the Owner shall submit an Employment and Skills Plan to the Council for approval.
- 3.2 The Employment and Skills Plan shall:-
- 3.2.1 identify 227 suitable Sustainable Employment Opportunities for Unemployed Borough Residents in the End Use of the Development;
  - 3.2.2 identify the detailed mechanism through which the Sustainable Employment Opportunities will be filled including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who will co-ordinate implementation of the Employment and Skills Plan and liaise with the Council;
  - 3.2.3 define key milestones to be achieved and provide profiles for filling the Sustainable Employment Opportunities;
  - 3.2.4 identify skills and training gaps required to gain Sustained Employment in the End Use of the Development, including the need for pre-employment training; and
  - 3.2.5 encourage applications from suitable Unemployed Borough Residents by liaising with the local Jobcentre Plus, employment service providers including Southwark Works, voluntary and community sector, training providers and careers service providers, including the Southwark Education Business Alliance.
- 3.3 The Owner shall submit the Employment and Skills Plan Report during the Employment and Skills Plan Period.
- 3.4 In the event that the Owner does not produce an Employment and Skills Plan or such plan is not approved by the Council, the Owner will pay the Default Employment in the End Use Contribution within 28 days of receiving written notice from the Council.
- 3.5 If the Owner pays the Council the Default Employment in the End Use Contribution pursuant to paragraph 3.4 of this Schedule 7 paragraphs 3.6 to 3.8 of this Schedule 7 shall not apply.
- 3.6 Following the submission of the final Employment and Skills Plan Report at the end of the Employment and Skills Plan Period, the Council will assess if the targets included in the Employment and Skills Plan have been achieved within 28 days of the Owner submitting the final Construction Industry Employment and Training Report and such other evidence as the Council may reasonably require.
- 3.7 In the event that the targets in the Employment and Skills Plan have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Owner in writing of the Employment in the End Use Contribution which shall be calculated using the following formula:-
- 3.7.1 Shortfall against number of Unemployed Borough Residents in Sustained Employment within the End Use of the Development x £4,300 (four thousand three hundred pounds sterling).
- 3.8 The Owner will pay the Employment in the End Use Contribution to the Council within 28 (twenty-eight) days of receipt of a request for the sum to be paid pursuant to paragraph 3.7 of this Schedule 7 and thereafter shall have no further liability under this paragraph 3.

### **4. APPOINTED EMPLOYMENT AND SKILLS DELIVERY PARTNER**

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



## **SCHEDULE 8**

### **HIGHWAYS AND TRANSPORT**

The Owner covenants with the Council:-

#### **1. HIGHWAY WORKS**

- 1.1 Unless otherwise agreed by the Council and TfL, not to commence Above Ground Works until the Highway Works Specification(s) has/have been submitted to the Director of Planning and Growth, the Highway Development Manager and/or TfL (as appropriate) and the Director of Planning and Growth, the Highway Development Manager and/or TfL Director of Spatial Planning (as appropriate) has approved the specifications.
- 1.2 Not to commence the Highway Works until it has entered into the Highways Agreement with the Council (and the Council hereby covenants to also enter into the Highways Agreement with the Owner) and/or TfL (as the case may be) for the purpose of authorising the Highway Works and securing them to the value of the Highway Works Bond.
- 1.3 Not to Occupy the Development until the Highway Works approved pursuant to paragraph 1.1 of this Schedule 8 have been completed in accordance with the Highways Agreement unless alternative dates have been agreed in the relevant Highways Agreement or where the relevant highway authority is undertaking the Highway Works the Owner has paid the costs for these works to the relevant highway authority.

#### **2. TRAVEL PLAN**

- 2.1 Not to Occupy any part of the Development until the Travel Plan for such part has been submitted to the Council and the Council has approved the plan.
- 2.2 To implement and comply with the Travel Plan approved pursuant to paragraph 2.1 of this Schedule 8 for the duration that the Development or any part of the Development remains Occupied.

#### **3. DELIVERY AND SERVICE PLAN**

- 3.1 Not to Occupy more than 75% of the Commercial Floorspace until the Delivery and Service Monitoring Plan has been approved by the Council.
- 3.2 To comply with the approved Delivery and Service Monitoring Plan for the duration of the Delivery and Service Monitoring Period.
- 3.3 Not to Occupy more than 75% of the Commercial Floorspace until the Delivery and Service Monitoring Fee and the Delivery and Service Cash Deposit have been paid to the Council in full.
- 3.4 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:-
  - 3.4.1 the Owner fails to submit or agree the Delivery and Service Monitoring Plan before Occupation of more than 75% of the Commercial Floorspace;
  - 3.4.2 the Owner fails to submit any of the monitoring reports required to be submitted to the Council in accordance with the terms agreed as part of the relevant Delivery and Service Monitoring Plan approved by the Council pursuant to paragraph 3.1 of this Schedule 8; or
  - 3.4.3 after an initial warning to the Owner in writing from the Council, the number of Delivery and Service Vehicles visiting the Development exceeds the Delivery and Service Baseline Figure.
- 3.5 On the expiry of the Delivery and Service Monitoring Period, the Owner shall notify the Council and TfL that the Delivery and Service Monitoring Period has expired and provide an assessment as to whether or not the objectives set out within the Delivery and Service Plan have been achieved and

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

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

## **SCHEDULE 9**

### **PUBLIC REALM & APPOINTED ARCHITECTS**

The Owner covenants with the GLA and the Council:-

#### **1. PUBLIC REALM**

- 1.1 Not to commence Above Ground Works until the Public Realm Specification has been submitted to the Council for approval.
- 1.2 Not to Occupy the Development until all of the Public Realm Works have been Completed in accordance with the Public Realm Specification approved pursuant to paragraph 1.1 of this Schedule 9 and to the reasonable satisfaction of the Council.
- 1.3 The Owner shall be liable for the full cost of the Public Realm Works.
- 1.4 To deliver the Public Realm Works in accordance with the Public Realm Specification approved pursuant to paragraph 1.1 of this Schedule 9 and not, unless otherwise agreed by the Council, to use the Public Realm from the date of first Occupation of the Development, other than as public realm in accordance with this Schedule 9.

#### **2. DEFECTS**

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

- 2.1.1 maintain the Public Realm Works; and

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

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

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

#### **3. MAINTENANCE**

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

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

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

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

- 3.1.4 at no cost to the Council or TfL permanently maintain a system of lighting to the reasonable satisfaction of the Council (and TfL to the extent on or affecting the TLRN) and ensure that such lighting operates effectively at all times whilst the Public Realm is open to the public subject to matters outside its reasonable control; and
- 3.1.5 at all times repair maintain cleanse drain and light the Public Realm in all respects to at least a comparable standard as if the Public Realm were being maintained by the relevant highway authority.

#### 4. **ACCESS**

- 4.1 Subject to paragraphs 4.3 and 4.4 of this Schedule 9, to provide full unrestricted public access free of charge to the Public Realm (which shall commence no later than first Occupation unless otherwise agreed with the Council) 24 hours a day every day throughout the calendar year and not to gate off any part of the Public Realm, or erect any signs or notices to discourage the general public from accessing or using the Public Realm.
- 4.2 From and including the date on which the Development is first Occupied and subject to paragraphs 4.3 and 4.4 of this Schedule 9, to provide full unrestricted public access free of charge through the Internal East/West Route between 07.00 (am) and 10.00 (pm) every day throughout the calendar year.
- 4.3 The Public Realm and Internal East/West Route may be closed to the public for no more than one continuous 24 hour period in any calendar year to prevent the creation of any public or private rights over the Public Realm and/or Internal East/West Route from coming into being by means of prescription or other process of law and the Parties hereby agree that there is no intention to create any public rights of way or any other public rights over the Public Realm and Internal East/West route (and the Owner may erect such appropriate signage, subject to obtaining any necessary consents, as is necessary to prevent such rights).
- 4.4 The Owner may temporarily restrict or prevent access to the Public Realm and/or Internal East/West Route or part(s) thereof by giving reasonable prior notice to the Council (except in cases of emergency or danger to the public when no prior notice or consent shall be required) but only for the following circumstances:-
  - 4.4.1 the repair maintenance and resurfacing of the Public Realm or Internal East/West Route;
  - 4.4.2 the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Public Realm or Internal East/West Route;
  - 4.4.3 the inspection maintenance repair renewal rebuilding demolition or development of any buildings now or hereafter on the Site or any part thereof;
  - 4.4.4 as a result of a fire drill or evacuation;
  - 4.4.5 if in the reasonable opinion of the Owner there is danger to the public;
  - 4.4.6 for any event or activity that the Owner wishes to undertake provided the same is first agreed by the Council; and
  - 4.4.7 for any other reasonable and sufficient cause and for such reasonable period as may be agreed by the Council.
- 4.5 If the Council requests the closure of the Public Realm and/or Internal East/West Route to the public so as to avoid or prevent injury or damage to the general public then the Owner shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the Public Realm and/or Internal East/West Route (as appropriate) to the public for so long as may be required by the Council.

- 4.6 In the event of closure of any part(s) of the Public Realm and/or Internal East/West Route (as appropriate) by reason of emergency or danger or risk of injury or damage to the general public (whether at the Council's behest or not), the Owner shall promptly take all steps as are reasonably necessary which it may reasonably and practicably take to remove or overcome the emergency, danger or risk of injury or damage to the general public, failing which the Council may enter the Site and undertake the said steps and recover the reasonable costs of doing so from the Owner but only after having first provided the Owner with a reasonable opportunity to carry out the said steps.
- 4.7 To comply with the principles of the Public London Charter in respect of the management of the Public Realm published by the GLA and dated 8 October 2021 and any amendment or replacement thereof.
- 4.8 The provisions of paragraph 4 of this Schedule 9 are without prejudice to the ability of the Owner to eject from or refuse access to the Public Realm to any person(s) conducting themselves in a disorderly manner or behaving indecently or causing a nuisance.

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

- 5.1 Not to Occupy the Development until the Estate (Environmental) Management Plan has been submitted to the Council for approval (in consultation with TfL).
- 5.2 To comply with the approved Estate (Environmental) Management Plan for the duration that the Development or any part of the Development remains Occupied.

6. **APPOINTED ARCHITECTS**

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

## **SCHEDULE 10**

### **THE GLA'S AND THE COUNCIL'S COVENANTS**

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

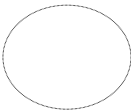
#### **1. GLA & COUNCIL'S OBLIGATIONS**

- 1.1 The GLA and the Council shall, pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a GLA and/or Council revenue account and the Parties agree that this shall be without prejudice to the GLA and Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 Subject to paragraph 1.3 of this Schedule 10 to use the Contributions only for the purposes for which they are paid.
- 1.3 To the extent that the purpose for which any Contribution or sum paid pursuant to this Deed can be reasonably provided by the Council or GLA for less than the corresponding amount identified for its provision in this Deed, the resulting surplus and interest may be expended or applied by the Council or GLA as appropriate on any of the other facilities referred to in this Deed.
- 1.4 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained within this Deed subject to the payment of the Council's reasonable costs in connection with any such request and PROVIDED THAT any such requests do not exceed one per calendar year.
- 1.5 The GLA shall issue the Planning Permission promptly on completion of this Deed.

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

.....  
Full Name (Authorised Signatory)

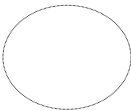
.....  
Signature of Authorised Signatory  
Common Seal



The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:

.....  
Full Name (Authorised Signatory)

.....  
Signature of Authorised Signatory



Common Seal

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

.....	.....
Full Name (Director)	Director
in the presence of:-	
.....	
Full Name (Witness)	
.....	
.....	
.....	.....
Address	Signature of Witness

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

.....	.....
Full Name (Director)	Director
in the presence of:-	
.....	
Full Name (Witness)	
.....	
.....	
.....	.....
Address	Signature of Witness



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

.....  
Full Name (Director) Director  
in the presence of:-

.....  
Full Name (Witness)  
.....  
.....  
.....  
Address Signature of Witness

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

.....  
Signature  
in the presence of:-  
.....  
Full Name (Witness)  
.....  
.....  
.....  
Address Signature of Witness

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

.....

Signature

in the presence of:-

.....

Full Name (Witness)

.....

.....

.....

Address

.....

Signature of Witness

## **APPENDIX 1**

### **SITE PLAN**

## **APPENDIX 2**

### **MEDICAL FACILITY HEADS OF TERMS**

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

#### **1. The Landlord**

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

#### **2. The Tenant**

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

#### **3. The Premises**

The Medical Facility Floorspace as defined in the Section 106 Agreement.

#### **4. Term**

Not less than 40 years.

#### **5. Landlord and Tenant Act 1954**

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

#### **6. User**

Use Class D1 and all ancillary uses.

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

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

#### **8. Repair**

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

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

#### **9. Rent and Service Charge**

Rent payable quarterly in advance from Completion (as defined in the Section 106 Agreement).

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

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

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

**10. Alterations**

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

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

**11. Insurance**

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

**12. Rights Granted**

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

**13. Lease**

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

**14. Alienation**

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

**15. Specification**

Delivery of the Premises by the Landlord shall be to Shell and Core Standard (as defined in the S106 Agreement).

**16. Professional Fees**

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

**APPENDIX 3**  
**COMMUNITY SPACE PLAN**

## **APPENDIX 4**

### **PUBLIC REALM PLANS**

#### **PUBLIC REALM PLAN**

#### **PUBLIC REALM ILLUSTRATIVE PLAN**

**APPENDIX 5**  
**HIGHWAY WORKS PLAN**



## APPENDIX 6

### AFFORDABLE WORKSPACE HEADS OF TERMS

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

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

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

such signage to follow the landlord's signage strategy. Any necessary Council approvals for the proposed signage to be obtained by the tenant at its own cost.

Break clause	<p>Discount Affordable Workspace if let to Southwark Studios - The tenant and/or the landlord may operate a break clause after 15 years upon 6 months notice being given to the other.</p> <p>Otherwise the tenant and/or the landlord may operate a break clause after 5 years upon 6 months' notice being given to the other.</p>
Legal costs	Each party to bear its own.

## **APPENDIX 7**

### **AFFORDABLE WORKSPACE SPECIFICATION**

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

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

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

#### **PART 1: AFFORDABLE WORKSPACE GENERAL SPECIFICATION**

##### **1. Floor**

Screed polished where exposed/raised floor.

##### **2. Ceiling**

Exposed concrete ceiling/suspended ceiling.

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

##### **3. Walls**

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

##### **4. Doors/joinery**

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

Internal doors and joinery – soft wood with paint finish.

##### **5. Power, Electrical and Lighting**

Power supply and distribution board.

Lighting – BCO compliant.

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

Adequate emergency lighting.

##### **6. Heating**

Wall mounted heaters.

## **7. Ventilation**

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

## **8. Fire**

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

## **9. Means of escape**

Means of escape that complies with statutory requirements and regulations.

## **10. Signage**

Signage for the affordable workspace operator as required by building control.

## **11. Facilities**

Kitchen and toilet facilities or access to such facilities

## **12. Other**

Means of access to cycle parking

## **PART 2: SOUTHWARK STUDIOS DISCOUNT AFFORDABLE WORKSPACE SPECIFICATION**

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

### **1. General**

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

### **2. Floor**

Screed polished to finish.

### **3. Ceiling**

Fair faced concrete soffit.

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

### **4. Walls**

Thermally and acoustically insulated blockwork finished with white paint.

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

## **5. Doors**

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

Entrance door to be installed with electronic key fob locking.

## **6. Power, Electrical and Lighting**

Power supply and distribution board DDA compliant.

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

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

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

Adequate emergency lighting.

## **7. Heating**

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

No fewer than one per 200sqft.

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

## **8. Ventilation**

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

**APPENDIX 8**  
**AFFORDABLE WORKSPACE PLANS**

## **APPENDIX 9**

### **COMMUNITY SPACE MINIMUM REQUIREMENTS**

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

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

#### **1. Floor**

Retained structure with engineered timber floor finish.

#### **2. Ceiling**

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

#### **3. Walls**

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

#### **4. Doors/joinery**

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

Internal doors and joinery – soft wood with paint finish.

#### **5. Power, Electrical and Lighting**

Metered power supply and distribution board.

Lighting – surface mounted light fittings.

Wall mounted electrical sockets.

Compliant emergency lighting.

#### **6. Heating**

Wall mounted electric heaters.

#### **7. Ventilation**

Naturally ventilated by openable windows.

#### **8. Fire**

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

#### **9. Means of escape**

Means of escape compliant with statutory requirements and regulations.

#### **10. Signage**

Wayfinding signage and statutory signage as required by building control.



**11. Storage**

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

**12. Facilities**

Tea point and toilet facilities

**13. Access**

Level access

Access to a lift

## **APPENDIX 10**

### **SC1 LIFE SCIENCE & INNOVATION DISTRICT OPERATORS**

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

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

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

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

**APPENDIX 11**  
**MEDICAL/R&D FACILITY FLOORSPEACE PLANS**

